

For value received, PAYOR CORPORATION, whose address is 1234 South 5th Street, #678 Bowling Green, NY 10004, promises to pay in lawful money of the United States, to the order of PAYEE, LLC, whose address is 5678 #901 Suffolk, Fishers Island, Fishers Isle, NY 06390, the principal sum of Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00), payable on/before December 31, 2025, with interest accruing from February 28, 2023, at the rate of 10% per annum on the unpaid balance of such principal until paid in full. Interest shall be computed on the basis of three hundred sixty five (365) day year and charged for the actual number of days elapsed.

In the event of any default, the entire balance of this Note shall become immediately due and payable at the election of the Holder hereof and notice of such election is hereby waived by the undersigned.

The undersigned further agrees, in case of any action is required to be taken, to collect this Note or any portion thereof, to pay all costs of collection, other fees, including reasonable attorney's fees, as incurred in connection with such action.

This Note shall at all times be governed by the laws of State of XXX.

Borrower agrees that this Note may be enforced in the courts of State of XXX.  
and

Borrower hereby consents to the jurisdiction thereof.

EXECUTED the day and year first above written.

Borrower: Manager  
Manager - Payor Corporation

Holder: Manager  
Manager - Payee Corporation