PROMISSORY NOTE

$ \_\_\_\_\_\_\_\_ Effective Date: \_\_\_\_\_\_\_\_

FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_\_\_\_ (herein called “Borrower”), with an EIN# \_\_\_\_\_\_\_\_ , and an address located at \_\_\_\_\_\_\_ hereby unconditionally promises to pay to the order of \_\_\_\_\_\_\_\_, either personally or for the benefit of his estate (in either instance, the “Lender”), at \_\_\_\_\_\_\_\_, the unpaid principal amount of \_\_\_\_\_\_\_\_ **Dollars** ($\_\_\_\_\_\_\_\_) together with interest on the unpaid balance thereof from and after the Effective Date hereof, upon the terms and conditions specified below.

1. Term. The principal balance of this Note, together with interest, shall be due and payable on \_\_\_\_\_\_\_\_ (“Maturity Date”).
2. Payments. Borrower shall not be obligated to make any payments of Principal or Interest prior to the Maturity Date.
3. Payments. Purchaser shall make monthly payments in the amount of \_\_\_\_\_\_\_\_ Dollars and \_\_\_\_\_\_\_\_ Cents ($ \_\_\_\_\_\_\_\_ ). Purchaser shall make the monthly payments on the 1st day of each month beginning on \_\_\_\_\_\_\_\_.
4. Interest Rate. Interest shall accrue under the Note on any unpaid principal balance at a rate of three percent (10.0%) per annum (herein called the “Effective Rate”).
5. Late Payments. If Borrower does not pay the principal plus interest (as set forth in the following paragraph) on or before the 31st day following the expiration of the Term, then Lender shall, in addition to the Effective Rate charge a 5% per annum late fee.
6. Prepayment. This Promissory Note may be prepaid by the Borrower at any time and from time to time, in whole or in part, without penalty or premium.
7. Events of Default. The entire unpaid principal sum and unpaid interest under this Note shall become immediately due and payable: (i) upon the insolvency of the Borrower, (ii) upon the execution by the Borrower of a general assignment for the benefit of creditors, (iii) upon the filing by or against the Borrower of a petition in bankruptcy or a petition for relief under the provisions of the federal bankruptcy act or another state or federal law for the relief of debtors, (iv) the Borrower shall fail to pay any principal of, or interest on, this Note when due, and continues to fail to make the required payment within thirty (30) days’ written notice of the failure to pay; (vi) the Borrower shall be in default (vii) any oral or written warranty, representation, certificate or statement of Borrower in this Agreement, or any other agreement with the Lender shall be false in any material respect when made or at any time thereafter, or if any financial data or any other information now or hereafter furnished to the Lender by or on behalf of Borrower shall prove to be false, inaccurate or misleading in any material respect, or (viii) any failure to perform or default in the performance of any covenant, condition or agreement contained in this Agreement or in the other loan documents or any other agreement with the Lender and such failure to perform or default in performance continues beyond any applicable grace or cure period.
8. Further Assurances. The Borrower shall execute and deliver to the Lender or his personal representative all such other documents as reasonably requested by same to further confirm and perfect the pledge and security interest granted under the Pledge Agreement.
9. Collection. If action is instituted to collect this Note, the Borrower agrees to pay all reasonable costs and expenses (including reasonable attorneys’ fees) incurred in connection with such action. Further, the Lender or his personal representative shall have, in addition to all other rights provided herein, the rights and remedies of a **secured** party under the Uniform Commercial Code of New York.
10. Acceleration. It is agreed that if the parties hereto, or any of them at any time fail in business or become insolvent, or commit an act of bankruptcy, or if any deposit account or other property of the parties hereto, or any of them, be attempted to be obtained or held by writ of execution, garnishment, attachment, or other legal process, or if any assessment for taxes against the parties hereto, or any of them, other than taxes on real property, is made by the federal or state government, or any department thereof, or if the parties hereto fail to notify you of any material change in their financial condition, then, and in such case all of the obligations of the parties hereto to Lender, or held by Lender, shall at Lender’s option immediately become due and payable without demand or notice. In the event of default in the payment of any of the said installments or said interest when due as herein provided, time being of the essence hereof, the Payee of this note may, without notice or demand, **declare the entire principal sum then unpaid immediately due and payable.**
11. Waiver. The Borrower hereby waives demand, protest, notice of default, and all other notices of any kind or nature with regard to her payment obligations under this Note. A waiver of any term of this Note, the Pledge Agreement or any of the obligations secured thereby must be made in writing and signed by the Lender or his personal representative.
12. Notices. Any notice, request, instruction or document to be given by any party to the other shall be in writing and delivered personally or mailed by certified or registered mail, postage prepaid at the addresses set forth in the Purchase Agreement. The parties shall have the right to give notice to the other parties changing the address as stated above and such address shall thereupon be deemed to be changed accordingly. Any notice shall be effective on the date personally delivered or mailed.
13. Continuing Obligations. In connection with the transactions contemplated by this Agreement, the parties agree to execute any additional documents and papers and to perform and do any additional acts and things as may be reasonably necessary and proper to effectuate and carry out the transactions contemplated by this Agreement.
14. Entire Agreement. This Agreement and any other related loan documents (i) are valid, binding and enforceable against the Borrower and the Lender in accordance with their respective provisions and no conditions exist as to their legal effectiveness; (ii) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof; and (iii) are the final expression of the intentions of the Borrower and the Lender. No promises, either expressed or implied, exist between the Borrower and the Lender, unless contained herein or therein. This Agreement supersedes all negotiations, representations, warranties, commitments, term sheets, discussions, negotiations, offers or contracts (of any kind or nature, whether oral or written) prior to or contemporaneous with the execution hereof with respect to any matter, directly or indirectly related to the terms of this Agreement.
15. Interpretation. This Agreement is the result of negotiations among the Lender, the Borrower and the other parties hereto, and has been reviewed (or have had the opportunity to be reviewed) by counsel to all such parties, and are the products of all parties. Accordingly, this Agreement shall not be construed more strictly against the Lender merely because of the Lender’s involvement in its preparation.
16. Amendments; Waivers. No delay on the part of the Lender in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall in any event be effective unless the same shall be in writing and acknowledged by the Lender, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
17. Waiver of Defenses. EACH OF THE BORROWER AND ANY GUARANTOR, ON BEHALF OF ITSELF AND ANY OTHER GUARANTOR OF ANY OF THE OBLIGATIONS SET FORTH IN THIS AGREEMENT, WAIVES EVERY PRESENT AND FUTURE DEFENSE, CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH THE THEY MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY THE LENDER IN ENFORCING THIS AGREEMENT. PROVIDED THE LENDER ACTS IN GOOD FAITH AND DOES NOT COMMIT WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, THE BORROWER AND ITS GUARANTORS HEREBY RATIFY AND CONFIRM WHATEVER THE LENDER MAY DO PURSUANT TO THE TERMS OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER.
18. Waiver of Jury by Trial. THE LENDER AND THE LOAN PARTIES, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT, ANY OF THE OTHER OBLIGATIONS, THE COLLATERAL, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH THE LENDER AND THE LOAN PARTIES ARE ADVERSE PARTIES, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER.

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1. Assignability. The Lender may at any time assign the Lender’s rights in this Agreement, and transfer the Lender’s rights in any or all security, and the Lender thereafter shall be relieved from all liability with respect to any such collateral.
2. Non-Assignability by Borrower. The Borrower may not sell or assign this Agreement, or any other agreement with the Lender or any portion thereof, either voluntarily or by operation of law, without the prior written consent of the Lender.
3. Binding Effect. This Agreement shall be binding upon the Lender and the Borrower and their respective legal representatives and successors. All references herein to the Borrower shall be deemed to include any successors, whether immediate or remote.
4. Governing Law. This Note shall be governed by the laws of the State of New York, without regard to any conflicts of laws doctrine to the contrary.

IN WITNESS WHEREOF, this Note has been executed as of the date first above written.

WITNESS THE HAND AND SEAL OF THE UNDERSIGNED:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

/Borrower /Lender

Sworn to before me this \_\_\_\_ day of Sworn to before me this \_\_\_\_ day of

October, 2019 October, 2019

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Notary Public Notary Public