

PROMISSORY NOTE

\$ _____ ("Date of Note")

1. **PROMISE TO PAY.** On or before _____ (the "Maturity Date"), the undersigned, **FREEDOM REAL ESTATE GROUP LLC**, an Ohio limited liability company with a principal office located at 251 W. Central Ave., #255, Springboro, OH 45066 (the "Borrower") for value received, hereby promises to pay to the order of _____ whose address is _____ (the "Lender"), the sum of _____ **AND /100 DOLLARS (\$ _____)** (the "Loan"), plus interest as provided herein, less such amounts as shall have been repaid in accordance with this Note.

2. **NOTE TERMS, RATE, AND PAYMENT DATES.**

The entire outstanding principal balance, together with all accrued and unpaid interest and any other charges, advances and fees, if any, outstanding hereunder shall be due and payable in full on the earlier of the Maturity Date (as the same may be extended) or upon acceleration of the Note.

The principal sum outstanding shall bear interest at a fixed rate per annum equal to (the "Interest Rate"). Interest shall be payable on the 1st day of each calendar quarter based on the date the wired funds are received. The Lender has the option to select whether to compound their quarterly interest via reinvestment into the master note account or receive their distributions on a quarterly basis.

The Maturity Date shall be automatically extended for five (5) consecutive periods of one (1) year so long as an Event of Default has not occurred prior to: (i) the first anniversary of this Note (with respect to the first of said extension periods), (ii) the second anniversary of this Note (with respect to the second of said extension periods), (iii) the third anniversary of this Note (with respect to the third of said extension periods), (iv) the fourth anniversary of this Note (with respect to the fourth of said extension periods), and (v) the fifth anniversary of this Note (with respect to the fifth of said extension periods).

3. **USE OF PROCEEDS.** Borrower certifies that the proceeds of this loan are to be used for business purposes. Borrower may use all or a portion of the Loan proceeds for purposes of acquiring real property. To the extent that Borrower uses all or any portion of the Loan proceeds for the purchase of real property, Lender may, at its option: (a) require Borrower to provide Lender with such information and documentation as is reasonably requested so as to confirm Borrower's ability to timely pay the amounts due hereunder; and (b) require Borrower to execute a Mortgage in favor of Lender which will grant Lender a secured interest in the real property so purchased.

4. **EVENTS OF DEFAULT.** Upon the occurrence of an Event of Default, Lender may, at its option, without any demand or notice whatsoever other than as set forth herein, declare this Note to be

fully due and payable in their aggregate amount, together with accrued interest and all prepayment premiums, fees, and charges applicable thereto. Any of the following occurrences shall constitute an "Event of Default" under this Note: (a) failure to pay any installment of principal or interest within ten (10) business days from the due date thereof; (b) a breach of any of the covenants or undertakings of Borrower set forth herein, or any related loan document; (c) the dissolution of Borrower; or (d) any action in bankruptcy or receivership is filed by or against Borrower.

5. **REMEDIES**. After the occurrence and continuation of an Event of Default Lender may proceed to enforce and protect its rights by an action at law or in equity or by any other appropriate proceedings. Borrower shall pay all costs of collection incurred by Lender, including its Attorneys' Fees, if this Note is referred to an attorney for collection.

6. **LATE FEE; DEFAULT RATE**. If any payment is not paid within 10 days after it is due, the undersigned agrees to pay to Lender an amount equal to the greater of (a) seven percent (7%) of the late payment, or (b) fifty dollars (\$50.00) (the "Late Fee"). After the occurrence and continuation of an Event of Default, Lender may increase the Interest Rate to a rate of fifteen percent (15%) (the "Default Rate").

7. **PREPAYMENT**. So long as there is no default hereunder, this Note may be prepaid in whole or in part at any time without penalty for such prepayment and without further interest on the amounts prepaid. Further, Borrower shall have the right to prepay the principal amount outstanding in whole or in part, provided that Lender may require that any partial prepayments shall be made on the date monthly installments are due and shall be in the amount of that part of one or more installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not extend or postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the holder hereof shall otherwise agree in writing.

8. **ACCELERATION AT LENDER'S OPTION**. Notwithstanding anything to the contrary contained herein, Lender may elect to accelerate the principal balance due hereunder to the extent provided for, and in accordance with, this Section 8 (such election being referred to herein as the "Lender's Election"). Lender's Election may be made effective on December 31, 2024, and December 31 of each year continuing on and through the Maturity Date, as the same may be extended pursuant to the terms and conditions contained herein. To make Lender's Election, Lender must provide Borrower with one hundred-eighty (180) days advance written notice of such election.

9. **ENTIRE AGREEMENT; SEVERABILITY**. Borrower agrees that there are no conditions or understandings which are not expressed in this Note and the any other loan document referred to herein. The declaration of invalidity of any provision of this Note shall not affect any part of the remainder of the provisions.

10. **WAIVER OF BORROWER**. Demand, presentment, protest and notice of dishonor, notice of protest and notice of default are hereby waived by Borrower, and any endorser or guarantor hereof.

11. **NOTICES**. Any notices under or pursuant to this Note shall include Borrower's name, and shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery service at the addresses set forth herein above.

12. **GOVERNING LAW; CONSENT TO JURISDICTION**. This Note is delivered in, is intended to be performed in, will be construed and enforceable in accordance with and governed by the internal laws of, the State of Ohio, without regard to principles of conflicts of law. Borrower agrees that the state and federal courts in the County where Lender is located or any other court in which Lender initiates proceedings shall have exclusive jurisdiction over all matters arising out of this Note, and that service of process in any such proceeding shall be effective if mailed to Borrower at the address set forth herein. Lender and Borrower agree that the venue provided above is the most convenient forum for both Lender and Borrower. Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

13. **TIME IS OF THE ESSENCE** in carrying out all of the provisions in this Note.

BORROWER:

FREEDOM REAL ESTATE GROUP LLC,
an Ohio limited liability company

By: _____
Danielle "Dani Lynn" Robison, Managing Member