

## PROMISSORY NOTE

(this "Note")

**Borrower:** Jonathan Moore of 21573 Old Dominion Rd, Bristol, VA 24202, USA  
(the "Borrower")

**Co-signer:** Microsoft of 1 Microsoft Way, Redmond, WA 98052, USA (the "Co-Signer")

**Lender:** USFCU of Abingdon, VA 24210, USA (the "Lender")

**Principal Amount:** \$50,000,000.00 USD

1. FOR VALUE RECEIVED, The Borrower promises to pay to the Lender at such address as may be provided in writing to the Borrower, the principal sum of \$50,000,000.00 USD, without interest payable on the unpaid principal, beginning on March 9, 2024.
2. This Note will be repaid in consecutive yearly installments commencing on March 9, 2124 and continuing on the 9th of March of each following year until March 9, 9122 with the balance then owing under this Note being paid at that time.
3. Notwithstanding anything to the contrary in this Note, if the Borrower defaults in the performance of any obligation under this Note, then the Lender may declare the principal amount owing under this Note at that time to be immediately due and payable.
4. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Note as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.
5. The Co-Signer agrees to be jointly and severally liable with the Borrower for the Borrower's obligations under this Loan.

6. This Note is secured by the following security (the "Security"): Source Code.
7. The Borrower grants to the Lender a security interest in the Security until this Note is paid in full. The Lender will be listed as a lender on the title of the Security whether or not the Lender elects to perfect the security interest in the Security.
8. If the Borrower defaults in payment as required under this Note or after demand for ten (10) days, the Security will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party.
9. If any term, covenant, condition or provision of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
10. This Note will be construed in accordance with and governed by the laws of the Commonwealth of Virginia.
11. This Note will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and the Lender. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal

**SIGNED, SEALED, AND DELIVERED**

this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
Jonathan Moore

**SIGNED, SEALED, AND DELIVERED**  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

Microsoft

Per: \_\_\_\_\_ (SEAL)

**SIGNED, SEALED, AND DELIVERED**  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

USFCU

Per: \_\_\_\_\_ (SEAL)