

SECURED PROMISSORY NOTE

\$xx,000

xxrd, 2026

FOR VALUE RECEIVED, the undersigned, **CROWNHAUZ LLC**, a **California limited liability company (“Borrower”)**, hereby promises to pay to the order **First, Last Name** (“Lender”), the principal sum of _____ thousand **(\$xx,xxx)**(the “Loan”). Where appropriate, Borrower and Lender are referred to individually as a **“Party”**, and, collectively, as the **“Parties”**.

1. PAYMENT.

Commencing on the date of receipt of funding and continuing until **_____ days** (as defined below), interest on the outstanding Principal shall be computed at a fixed rate equal to _____ percent **(x%)** (the “Interest Rate”) As of **_____ DATE by 5pm PST** (the “Maturity Date”), Borrower will pay **xxxxxx thousand and 00/100 dollars (\$xx,000)** to Lender at Lender’s address or at such other place as Lender may designate in writing at the time.

2. PREPAYMENT.

Prepayment of principal and interest, in whole or in part, may not be made by Borrower or accepted by Lender, except upon the prior written consent of Lender, whose consent may be granted or withheld in Lender’s sole and absolute discretion.

4. SECURITY

This Note is secured by that certain Deed of Trust of even date herewith (the “Security Agreement”) in favor of Lender, encumbering Borrower’s interests in the real property located at **ADDRESS** (the “Collateral”). Borrower warrants that it is the lawful owner of the Collateral, that it is free of any and all encumbrances (other than the lien created by the Security Agreement), and that no other party has any right to the Collateral. Borrower agrees not to sell, dispose of, or transfer any of its rights to the Collateral without the prior written consent of the Lender. Lender shall have the right to enforce his rights in the collateral by giving notice of any Event of Default to Borrower, as further described in Paragraph 5 herein, and pursuant to the Security Agreement referenced herein above.

5. LATE CHARGES.

If payment is not made on the Maturity Date, then a charge for late payment (**“Late Charge”**) in the amount of _____ **percent (x%)** of the amount of the Loan shall be assessed monthly, due, and payable by Borrower to Lender. The Parties hereby recognize that the Late Charge is a reasonable approximation of an actual loss that is difficult to estimate. Borrower’s failure to collect such late Charge shall not constitute a waiver of Borrower’s right to

require such payment for past or future defaults. Any assessment of a Late Charge shall be in addition to all other rights and remedies available to Borrower upon the occurrence of any default under this Note and the Security Agreement (as defined herein below).

6. DEFAULT.

Each of the following shall constitute an event of default (each an “**Event of Default**”) under this Note:

(A) **Payment Default.** Borrower fails to make payment under this Note on the Maturity Date in the manner described herein.

(B) **Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant, or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower, including, but not limited to, the Security Agreement.

(C) **Default in Favor of Third Parties.** Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may adversely affect Borrower’s ability to repay this Note or perform Borrower’s obligations under this Note or any other related documents, including, but not limited to, the Security Agreement.

(D) **False Statements.** Any warranty, representation, certification, or statement made or furnished to Lender by Borrower or on Borrower’s behalf under this Note or any other related documents, including, but not limited to, the Security Agreement, is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

(E) **Insolvency.** The insolvency of Borrower, the appointment of a receiver for any part of Borrower’s property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

(F) **Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing this Note. This includes a garnishment of any of Borrower’s accounts. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in his sole discretion, as being an adequate reserve or bond for the dispute.

(G) **Adverse Change.** A material adverse change occurs in Borrower's financial condition, such that Lender reasonably believes the prospect of payment or performance of this Note is impaired.

(H) **Cure Provisions.** If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding six (6) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default, performs the following: (i) cures the default within THIRTY (30) days; or (ii) if the cure requires more than THIRTY (30) days, immediately initiates steps which Lender deems, in Lender's sole discretion, to be sufficient to cure the default and thereafter diligently continues and completes, in Lender's sole subject determination which shall be conclusive absent manifest error, all reasonable and necessary steps sufficient to produce timely compliance.

7. LENDER'S RIGHTS UPON DEFAULT.

Upon an Event of Default herein, Lender may accelerate the indebtedness evidenced hereby, which shall be immediately due and payable. Borrower shall pay all costs, fees and expenses (including, without limitation, attorneys' fees) incurred by Lender in any way in connection with this Note, including, without limitation, those arising in connection with the collection of sums due hereunder, in connection with the protection or realization of the Collateral securing this Note, or in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving Borrower which in any way affects the exercise by Lender of his rights and remedies under this Note. Such costs, fees and expenses shall be paid by Borrower whether or not any suit or other legal proceeding is commenced or completed. No right or remedy conferred upon or reserved to Lender hereunder, or now or hereafter existing at law or in equity or by statute or other legislative enactment, is intended to be exclusive of any other such right or remedy, and each and every such right or remedy shall be cumulative and concurrent, and shall be in addition to every other such right or remedy, and may be pursued singly, concurrently, successively or otherwise, at the sole discretion of Lender, and shall not be exhausted by any one exercise thereof but may be exercised as often as occasion therefore shall occur. No act of Lender shall be deemed or construed as an election to proceed under any one such right or remedy to the exclusion of any other such right or remedy; furthermore, each such right or remedy of Lender shall be separate, distinct and cumulative and none shall be given effect to the exclusion of any other.

Further, the recovery of any judgment by Lender and/or the levy of execution under any judgment shall not affect in any manner or to any extent any rights, remedies or powers of Lender hereunder, and such rights, remedies and powers of Lender shall continue unimpaired as before. Further, the exercise by Lender of his rights and remedies and the entry of any judgment by Lender shall not affect in any way the interest rate payable hereunder on any amounts due to Lender. Borrower agrees that any action or proceeding against Borrower to enforce this Note may be commenced in state or federal court in the State of California and Borrower waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served if served in accordance with the notice

provisions set forth herein, and Borrower expressly waives any and all defenses to an exercise of personal jurisdiction by any such court.

8. ATTORNEYS' FEES; EXPENSES.

Lender may employ third Parties to help collect amounts due Lender under this Note in the event Borrower does not pay any sums due hereunder, the costs of which shall be paid by Borrower to Lender. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including such fees and expenses incurred in connection with bankruptcy proceedings (such as efforts to modify or vacate any automatic stay or injunction), and related appeals. Borrower also will pay any court costs, in addition to all other sums provided by law.

9. WAIVER OF TRIAL BY JURY.

To the extent permitted by applicable law, Borrower and Lender hereby waive their respective rights to a jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

10. GENERAL WAIVERS.

Borrower and any other person who signs, guarantees, or endorses this Note, to the extent allowed by law, waive any applicable statute of limitations, presentment, demand for payment, and notice of dishonor.

11. GOVERNING LAW.

This Note will be construed and governed by the laws of the State of California.

12. CHOICE OF VENUE.

If there is a lawsuit filed in connection with this Note, Borrower agrees to submit to the jurisdiction of the courts of Los Angeles County, State of California.

13. DISHONORED ITEM FEE.

Borrower will pay a fee to Lender of THIRTY-FIVE and 00/100 Dollars (\$35.00) if Borrower makes a payment pursuant to this Note, and the check or pre-authorized charge with which Borrower pays is later dishonored.

14. ARBITRATION.

Borrower and Lender agree that all disputes, claims, and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated before a mutually-agreed upon retired judge, upon request of either Party. No act by Lender to take or dispose of the Collateral

securing the Note shall constitute a waiver of this arbitration provision or be prohibited by this arbitration provision. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any of the Collateral securing the Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral securing the Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any Party. Judgment upon any award rendered by any arbitrator may be entered in any court having Jurisdiction. Nothing in this Note shall preclude any Party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a Party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

15. BINDING ON SUCCESSORS.

The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall insure to the benefit of Lender and its successors and assigns.

16. SEVERABILITY.

In the event that for any reason one or more of the provisions of this Note or their application to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. NUMBER AND GENDER.

In the event Borrower consists of more than one person or entity, the obligations and liabilities hereunder of each of such persons and entities shall be joint and several, and the word "Borrower" shall mean all or some or any of them. For purposes of this Note, the singular shall be deemed to include the plural and the neuter shall be deemed to include the masculine and feminine, as the context may require.

18. TIMING OF PAYMENTS.

All payments to be made hereunder are to be made at or before 5:00 PM, Pacific Time, on the date due. Should any payment of principal or interest become due and payable under this

Note on a Saturday, Sunday, or a legal holiday in the State of California, the payment date shall be extended to the next succeeding business day. Notwithstanding the foregoing, such extension of time in such case shall not be included in computing the interest payable under this Note.

19. CAPTIONS AND HEADINGS. The captions or headings of the paragraphs in this Note are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Note.

20. NOTICES. All notices, requests, and demands to or upon any Party shall be in writing and shall be personally delivered or delivered via e-mail, certified mail, return receipt requested, postage prepaid, or by recognized national or international overnight courier service, addressed to each Party. Notice shall be deemed effective on the third (3rd) business day following the date postmarked, if sent by mail, on the next business day if sent by overnight courier, or on the date of delivery, if sent by personal delivery, e-mail, or facsimile transmission, addressed to the Parties as follows:

If to Lender:

First, Last Name
1234 Street Rd
City, CA 12345
Email: contact@gmail.com

If to Borrower:

CROWNHAUZ LLC
Attn: Richard Ramonette
P.O. Box 6459
San Pedro, CA 90734

Any notice or other communication shall be deemed to be received when personally delivered or when receipt is acknowledged, or at the expiration of the 2nd day after the date of deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party as provided herein.

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

BORROWER:

CROWNHAUZ LLC,
a California limited liability company

By: _____

Name: Richard Ramonette

Title: Managing Member

By: _____

Name: Sonia Ramirez

Title: Managing Member

LENDER:

Company
First Name, Last Name

By: _____

Name: First, Last Name

Title: Lender