

**TORRO VENTURES CF, LLC  
SUBSCRIPTION AGREEMENT  
(Including investment representations)**

**IMPORTANT: This document contains significant representations.  
Please read carefully before signing.**

Torro Ventures CF, LLC  
Attn: Cameron Montgomery  
5965 South 900 East / 300  
Murray, UT 84121

Ladies and Gentlemen:

I commit and subscribe to purchase from TORRO VENTURES CF, LLC, a Wyoming Limited Liability Company (the "Company") "Promissory Notes" in the dollar amount set forth below and upon the terms and conditions set forth herein.

I understand that this Subscription Agreement is conditioned upon Company's acceptance of subscriptions. If this Subscription Agreement has been accepted, the Promissory Notes subscribed to hereby shall be issued to me in the form of notes.

With respect to such purchase, I hereby represent and warrant to you that:

**1 Residence.**

I am a bona fide resident of (or, if an entity, the entity is domiciled in) the state set forth on my signature page.

**2 Subscription.**

a. I hereby subscribe to purchase the number of Promissory Notes set forth below, and to make capital contributions to the Company in the amounts set forth below, representing the purchase price for the Promissory Notes subscribed.

Principal Amount of Promissory Notes ..... (1)

(1) A minimum purchase of \$2500, is required for individual investors. Amounts may be subscribed for in \$2500 increments.

b. I have funded my purchase via ACH, wire transfer or I am enclosing a check made payable to "**SILICON PRAIRIE PORTAL & EXCHANGE FBO TORRO VENTURES CF, LLC**" in an amount equal to 100% of my total subscription amount.

Portal Transaction ID (TXID) .....

c. I acknowledge that this subscription is contingent upon acceptance by the Company, and that the Company has the right to accept or reject subscriptions in whole or in part.

### 3 Representations of Investor.

In connection with the sale of the Promissory Notes to me, I hereby acknowledge and represent to the Company as follows: I hereby acknowledge receipt of a copy of the FORM-C, dated on or about 2025-01-30 00:00:00, (the "Memorandum"), relating to the offering of the Promissory Note.

- a. I have carefully read the Memorandum, including the section entitled "Risks Factors", and have relied solely upon the Memorandum and investigations made by me or my representatives in making the decision to invest in the Company. I have not relied on any other statement or printed material given or made by any person associated with the offering of the Promissory Notes.
- b. I have been given access to full and complete information regarding the Company (including the opportunity to meet with the Manager of the Company and review all the documents described in the Memorandum and such other documents as I may have requested in writing) and have utilized such access to my satisfaction for the purpose of obtaining information in addition to, or verifying information included in, the Memorandum.
- c. I am experienced and knowledgeable in financial and business matters, capable of evaluating the merits and risks of investing in the Promissory Notes, and do not need or desire the assistance of a knowledgeable representative to aid in the evaluation of such risks (or, in the alternative, I have used a knowledgeable representative in connection with my decision to purchase the Promissory Notes).
- d. I understand that an investment in the Promissory Notes is highly speculative and involves a high degree of risk. I believe the investment is suitable for me based on my investment objectives and financial needs. I have adequate means for providing for my current financial needs and personal contingencies and have no need for liquidity of investment with respect to the Promissory Notes. I can bear the economic risk of an investment in the Promissory Notes for an indefinite period of time and can afford a complete loss of such investment.
- e. I understand that there may be no market for the Promissory Notes, that there are significant restrictions on the transferability of the Promissory Notes and that for these and other reasons, I may not be able to liquidate an investment in the Promissory Notes for an indefinite period of time.
- f. I have been advised that the Promissory Notes have not been registered under the Securities Act of 1933, as amended ("Securities Act"), or under applicable state securities laws ("State Laws"), and are offered pursuant to exemptions from registration under the Securities Act and the State Laws. I understand that the Company's reliance on such exemptions is predicated in part on my representations to the Company contained herein.
- g. I understand that I am not entitled to cancel, terminate or revoke this subscription, my capital commitment or any agreements hereunder and that the subscription and agreements shall survive my death, incapacity, bankruptcy, dissolution or termination.
- h. I understand that capital contributions to the Company will not be returned after they are paid.

## 4 Investment Intent; Restrictions on Transfer of Securities.

- a. I understand that (i) there may be no market for the Promissory Notes, (ii) the purchase of the Promissory Notes is a long-term investment, (iii) the transferability of the Promissory Notes is restricted, (iv) the Promissory Notes may be sold by me only pursuant to registration under the Securities Act and State Laws, or an opinion of counsel that such registration is not required, and (v) the Company does not have any obligation to register the Promissory Notes.
- b. I represent and warrant that I am purchasing the Promissory Notes for my own account, for long term investment, and without the intention of reselling or redistributing the Promissory Notes. The Promissory Notes are being purchased by me in my name solely for my own beneficial interest and not as nominee for, on behalf of, for the beneficial interest of, or with the intention to transfer to, any other person, trust, or organization, and I have made no agreement with others regarding any of the Promissory Notes. My financial condition is such that it is not likely that it will be necessary for me to dispose of any of the Promissory Notes in the foreseeable future.
- c. I am aware that, in the view of the Securities and Exchange Commission, a purchase of securities with an intent to resell by reason of any foreseeable specific contingency or anticipated change in market values, or any change in the condition of the Company or its business, or in connection with a contemplated liquidation or settlement of any loan obtained for the acquisition of any of the Promissory Notes and for which the Promissory Notes were or may be pledged as security would represent an intent inconsistent with the investment representations set forth above.
- d. I understand that any sale, transfer, pledge or other disposition of the Promissory Notes by me (i) may require the consent of the Manager of the Company, (ii) will require conformity with the restrictions contained in this Section 4, and (iii) may be further restricted by a legend placed on the instruments or certificate(s) representing the securities containing substantially the following language:

“The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended, or applicable state securities laws and may not be sold, offered for sale, or transferred except pursuant to either an effective registration statement under the Securities Act of 1933, as amended, and under the applicable state securities laws, or an opinion of counsel for the Company that such transaction is exempt from registration under the Securities Act of 1933, as amended, and under the applicable state securities laws. The transfer or encumbrance of the securities represented by this certificate is subject to substantial restrictions.”

## 5 Additional Representations of Investor.

In connection with the sale of the notes to me, I further represent and warrant to the Company as follows:

- a. Individual Investor Only. I am of legal age in my state of residence and have legal capacity to execute, deliver and perform my obligations under this Subscription Agreement and the notes. The Subscription Agreement and the notes are my legal, valid and binding obligations, enforceable against me in accordance with their respective terms.
- b. Entity Investor Only. The undersigned is a duly organized, formed or incorporated, as the case may be, and is validly existing and in good standing under the laws of its jurisdiction of incorporation, organization or formation. The undersigned has all requisite power and authority to execute, deliver and perform its obligations under this Subscription Agreement and the notes and to subscribe for and purchase the notes subscribed hereunder. The undersigned will deliver all documentation with respect to its formation, governance and authorization to purchase the notes as may be requested by the Company. Execution, delivery and performance of this Subscription Agreement and the notes by the undersigned have been authorized by all necessary corporate, limited liability company or other action on its behalf, and the Subscription Agreement and the notes are its legal, valid and binding obligations, enforceable against the undersigned in accordance with their respective terms.
- c. I desire to invest in the notes for legitimate, valid and legal business and/or personal reasons and not with any intent or purpose to violate any law or regulation. The funds to be used to invest in the notes are derived from legitimate and legal sources, and neither such funds nor any investment in the notes (or any proceeds thereof) will be used by me or by any person associated with me to finance any terrorist or other illegitimate, illegal or criminal activity. I acknowledge that, due to anti-money laundering regulations, the Company may require further documentation verifying my identity and the source of funds used to purchase the notes.  
  
If the undersigned is an entity: The undersigned has in place, and shall maintain, an appropriate anti-money laundering program that complies in all material respects with all applicable laws, rules and regulations (including, without limitation, the USA PATRIOT ACT of 2001) and that is designed to detect and report any activity that raises suspicion of money laundering activities. The undersigned have obtained all appropriate and necessary background information regarding its officers, directors and beneficial owners to enable the undersigned to comply with all applicable laws, rules and regulations respecting anti-money laundering activities.
- d. I did not derive any payment to the Company from, or related to, any activity that is deemed criminal under United States law.
- e. I understand that the Company is relying on the accuracy of the statements contained in this Subscription Agreement in connection with the sale of the notes to me, and the notes would not be sold to me if any part of this Subscription Agreement were untrue. The Company may rely on the accuracy of this Subscription Agreement in connection with any matter relating to the offer or sale of the notes.
- f. If any statement contained in this Subscription Agreement becomes, for any reason, inaccurate, I shall immediately notify the Company and I understand and acknowledge that the continued accuracy of the statements contained in this Subscription Agreement are of the essence to the Company's sale of the notes to me.
- g. I acknowledge and agree that any approval or consent of a notes holder required under the notes may be provided by a signature page delivered or provided electronically, whether by e-signature, facsimile, DocuSign, electronic mail in portable delivery format or other similar means. I further acknowledge that the Company may rely on the contact information I have provided in this Subscription Agreement, including for purposes of confirming that information has been delivered to me or that responses received from me are in fact from me.

## 6 Investor Qualifications.

I represent and warrant as follows (Answer Part a, b or c, as applicable. Please check all applicable items):

**a. Accredited Investor – Individuals.** I am an INDIVIDUAL and:

- i. I have a net worth, or a joint net worth together with my spouse, in excess of \$1,000,000, excluding the value of my primary residence.
- ii. I had an individual income in excess of \$200,000 in each of the prior two years and reasonably expect an income in excess of \$200,000 in the current year.
- iii. I had joint income with my spouse in excess of \$300,000 in each of the prior two years and reasonably expect joint income in excess of \$300,000 in the current year.
- iv. I hold one of the following licenses in good standing: General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65)<sup>(2)</sup>
- v. I am a director or executive officer of TORRO VENTURES CF, LLC

<sup>(2)</sup> This item shall only be a valid method of accreditation as an “accredited” investor under Rule 501(a) of Regulation D promulgated under the Securities Act, on or after December 8, 2020, as set in forth in SEC Release Nos. 33 10824 and 34-89669, File No. S7-24-19.

**b. Accredited Investor – Entities.** The undersigned is an ENTITY and:

- i. The undersigned hereby certifies that all of the beneficial equity owners of the undersigned qualify as accredited individual investors by meeting one of the tests under items (a)(i) through (a)(v) above. Please indicate the name of each equity owner and the applicable test:
- ii. The undersigned is a bank or savings and loan association as defined in Sections 3(a)(2) and 3(a)(5)(A), respectively, of the Securities Act either in its individual or fiduciary capacity.
- iii. The undersigned is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
- iv. The undersigned is an insurance company as defined in Section 2(13) of the Securities Act.
- v. The undersigned is an investment company registered under the Investment Company Act of 1940 or a business development company as defined therein, in Section 2(a)(48).
- vi. The undersigned is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
- vii. The undersigned is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 and one or more of the following is true (check one or more, as applicable):
  - (1) the investment decision is made by a plan fiduciary, as defined therein, in Section 3(21), which is either a bank, savings and loan association, insurance company, or registered investment adviser;
  - (2) the employee benefit plan has total assets in excess of \$5,000,000; or
  - (3) the plan is a self-directed plan with investment decisions made solely by persons who are “accredited investors” as defined under therein.
- viii. The undersigned is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- ix. The undersigned has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring Promissory Notes and one or more of the following is true (check one or more, as applicable):
  - (1) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;
  - (2) a corporation;
  - (3) a Massachusetts or similar business trust;
  - (4) a partnership; or
  - (5) a limited liability company.

- x. The undersigned is a trust with total assets exceeding \$5,000,000, which is not formed for the specific purpose of acquiring Promissory Notes and whose purpose is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment in the Promissory Notes.
- xi. The undersigned is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000
- xii. The undersigned is an investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state.
- xiii. The undersigned is an investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act of 1940.
- xiv. The undersigned is a Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act.
- xv. The undersigned is an entity, of a type not listed in items (b)(i) to (b)(xiv) above or b(xvi) to b(xviii) below, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000
- xvi. The undersigned is a "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1): (1) with assets under management in excess of \$5,000,000, (2) that is not formed for the specific purpose of acquiring the securities offered, and (3) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.
- xvii. The undersigned is a "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in item (b)(xvi) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph(b)(xvi)(3) above.
- xviii. The undersigned is a revocable trust where each grantor of the trust is an accredited investor meeting one or more of the individual accredited investor tests under items (a)(i) through (a)(v) above and the person who makes investment decisions for the undersigned is an accredited investor under any one or more of tests under items (a)(i) through (a)(iv) or items (b)(i) through (b)(xvii).

**c. Non-Accredited Investors.**

- The undersigned cannot make any of the foregoing representations and is therefore not an accredited investor; that the information regarding my income, networth and outside investments provided to the portal are true and correct.

## 7 Miscellaneous.

- a. I agree to furnish any additional information that the Company or its counsel deem necessary in order to verify the responses set forth above.
- b. I understand the meaning and legal consequences of the agreements, representations and warranties contained herein. I agree that such agreements, representations and warranties shall survive and remain in full force and effect after the execution hereof and payment for the Promissory Notes. I further agree to indemnify and hold harmless the Company, and each current and future member of the Company from and against any and all loss, damage or liability due to, or arising out of, a breach of any of my agreements, representations or warranties contained herein.
- c. This Subscription Agreement shall be construed and interpreted in accordance with Minnesota law without regard to the principles regarding conflicts of law.

**SIGNATURE PAGE FOR INDIVIDUALS**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Second Individual, if applicable

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Residence Street Address

\_\_\_\_\_  
Residence Street Address

\_\_\_\_\_  
City, State & Zip Code  
(Must be same state as in Section 1)

\_\_\_\_\_  
City, State & Zip Code  
(Must be same state as in Section 1)

\_\_\_\_\_  
Mailing Address  
(Only if different from residence address)

\_\_\_\_\_  
Mailing Address  
(Only if different from residence address)

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Email address

**Individual Subscriber Type of Ownership:**

The Promissory Notes subscribed for are to be registered in the following form of ownership:

- Individual Ownership
- Joint Tenants with Right of Survivorship (both parties must sign). Briefly describe the relationship between the parties (e.g., married) :
- Tenants in Common (both parties must sign). Briefly describe the relationship between the parties (e.g., married) :

**Source of Funds**

- Cash  CD  Liquidation  Margin or Bank Loan  Money Market  Other

**SIGNATURE PAGE FOR TRUSTS AND ENTITIES**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Entity (Typed or Printed)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Entity's Tax Identification Number

\_\_\_\_\_  
Name & Title (Typed or Printed) of Signatory

\_\_\_\_\_  
Contact Person (if different from Signatory)

\_\_\_\_\_  
Principal Executive Office Address

\_\_\_\_\_  
Mailing Address  
(If different from principal executive office)

\_\_\_\_\_  
City, State & Zip Code  
(Must be same state as in Section 1)

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Email address

**Entity Subscriber Type of Ownership:**

The Promissory Notes subscribed for are to be registered in the following form of ownership (check one):

- Partnership
- Limited Liability Company
- Corporation
- Trust or Estate (Describe, and enclose evidence of authority :
- IRA Trust Account
- Other (Describe) :



**ACCEPTANCE**

This Subscription Agreement is accepted by TORRO VENTURES CF, LLC on

As to: the principal amount in Promissory Notes set forth in Item 2.a.; or Promissory Notes.

**TORRO VENTURES CF, LLC**

By: .....

Name: Cameron Montgomery

Its: Manager

**Counterpart Signature Page to Operating Agreement of Torro Ventures CF, LLC**

IN WITNESS WHEREOF, the undersigned hereby executes this counterpart signature page to the Operating Agreement of Torro Ventures CF, LLC, as the same may be amended from time to time, and hereby authorizes Torro Ventures CF, LLC to attach this counterpart signature page to the Operating Agreement as executed by the other parties thereto.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Second Individual, if applicable

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Name (Typed or Printed)

THIS UNSECURED PROMISSORY NOTE MAY BE ACQUIRED FOR INVESTMENT. IT HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE “**SEC**”) UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER OR WITH OTHER SIMILAR FEDERAL OR STATE STATUTES OR AGENCIES IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION AS PROVIDED IN APPLICABLE STATUTES. THE COMPANY (DEFINED BELOW) HAS OUTLINED THE TERMS OF THE OFFERING AS SET FORTH IN ITS COMPANY’S FORM C AND THE EXHIBITS THERETO (INCLUDING THIS NOTE) (THE “**FORM C**”) AND HAS PROVIDED NO OPINION AS TO THE SOUNDNESS OR PRUDENCY OF AN INVESTMENT IN THE COMPANY. NEITHER THE SEC NOR ANY OTHER STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THE COMPANY’S FORM C. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE SALE, ASSIGNMENT, TRANSFER, EXCHANGE, MORTGAGE, PLEDGE OR OTHER DISPOSITION OF THIS NOTE IS RESTRICTED IN ACCORDANCE WITH THE PROVISIONS HEREOF, AND THE EFFECTIVENESS OF ANY SUCH SALE OR OTHER DISPOSITION MAY BE CONDITIONED UPON, AMONG OTHER THINGS, RECEIPT BY THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT, AND OTHER APPLICABLE FEDERAL OR STATE STATUTES. BY ACQUIRING THE NOTE, HOLDER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF THE NOTE WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID STATUTES AND RULES AND REGULATIONS THEREUNDER AND THE TERMS AND PROVISIONS OF THIS NOTE. AN INVESTMENT IN THIS NOTE INVOLVES A SUBSTANTIAL RISK OF LOSS. EACH PROSPECTIVE INVESTOR SHOULD REVIEW THE ENTIRE CONTENTS OF THIS NOTE AND THE FORM C, INCLUDING THE RISKS SET FORTH THEREIN, BEFORE MAKING AN INVESTMENT DECISION.

UNSECURED PROMISSORY NOTE

Principal Amount:	\$
Effective Date:	
Maturity Date:	Eighteen (18) months from the Effective Date
Interest Rate:	8% per annum
Maker:	Torro Ventures CF, LLC, a Wyoming limited liability company
Holder:	

This Unsecured Promissory Note (this “**Note**”) is made effective as of the date indicated above (the “**Effective Date**”), by Maker for the benefit of the Holder (each individually a “**Party**” and collectively the “**Parties**”). Capitalized terms not defined in this Note shall have the meaning set forth in that certain Form C to which this Note is an exhibit.

RECITALS:

WHEREAS, in connection with Maker’s limited, private securities offering under Rule 501 of Regulation CF promulgated under the Securities Act and similar exemptions from registration in laws and codes governing the purchase and sale of securities in any state in which the Company offers the Notes for sale (the “**Offering**”), the terms of which are set forth in greater detail in the Company’s Form C, Maker desires to obtain a loan from Holder (the “**Loan**”);

WHEREAS, Holder acknowledges that it has reviewed and understands the terms of this Note and has reviewed in detail the “Risk Factors” set forth in the Company’s Form C; and

WHEREAS, Holder is willing to grant the Loan to Maker subject to the terms and conditions of this Note and the Form C and all exhibits thereto (collectively the “**Offering Documents**”).

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Offering Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT:

1. PAYMENT PROVISIONS

- (a) **Confirmation of Recitals.** Each of the foregoing statements, as well as the terms of the Offering Documents, are incorporated herein and are made a part hereof.
- (b) **Term.** The “**Term**” of the Note shall commence upon the Effective Date and shall terminate on the date that is eighteen (18) months from the Effective Date (the “**Maturity Date**”).
- (c) **Principal Amount and Interest Rate.** The initial principal amount of the Note shall be the amount stated above. The unpaid balance of the Principal Amount shall bear interest at the rate indicated above for the duration of the Term.
- (d) **Quarterly Interest Payments.**
  - i. **Quarterly Interest Payments.** On or before the fifth day of the first month of each quarter (or portion thereof) of each calendar year until the end of the Term, Maker shall pay Holder the accrued, but unpaid interest due on the Principal Amount until the Maturity Date. For avoidance of doubt, no portion of the Principal Amount shall be required to be repaid until the Maturity Date.
  - ii. **Priority of Payments.** Any payments made under this Note, shall be applied first to any outstanding penalties or fees, then to outstanding interest, and finally to outstanding principal balance.
- (e) **Payment in Full at End of Term.** If not sooner paid, Maker shall pay the entire outstanding Principal Amount, and all accrued and unpaid interest, penalties, fees, and other sums due under this Note to Holder on or before the Maturity Date.
- (f) **Events Of Default.** The following shall be deemed “**Events of Default**”:
  - i. **Failure to Perform Monetary Obligations.** If Maker fails to perform any obligation under this Note to pay principal, interest, or other sums due and payable and does not cure that failure within thirty (30) days after its receipt of written notice from Holder; or
  - ii. **Failure to Perform Non-Monetary Obligations.** If Maker fails to perform any other obligation under this Note and does not cure such failure within sixty (60) days after its receipt of written notice from Holder.
- (g) **Prepayment.** Maker shall have the right to prepay all, or any portion, of the indebtedness owing under the Note at any time without premium, charge or penalty. Prepayment of all or a portion of the indebtedness owing under this Note shall be applied first to any unpaid interest or related fees and then to the Principal Amount.
- (h) **Convertibility.** The Note is not convertible into any form of equity or profits interests in the Company.
- (i) **Security. THE NOTE IS NOT SECURED BY ANY FORM OF COLLATERAL.**

2. SUITABILITY; REPRESENTATIONS; AND WARRANTIES OF HOLDER

- (a) **Suitability of Holder.** Holder hereby affirms that it qualifies as (i) an “**Accredited Investor**” under the Securities Act or (ii) that it has such knowledge and experience in business and financial matters, including the analysis of or participation in offerings of this nature, as to be capable of evaluating the merits and risks of purchasing this Note, or that it is being advised by others such that together they are capable of making such evaluation, as represented by Holder’s signature herein. Holder represents and warrants that it can bear the economic risk of the purchase of Note, including the total loss of its investment and complete failure on the part of Maker to repay all or any portion of the Principal Amount, interest, and other amounts due hereunder, regardless of the sufficiency of the terms and rights of Holder under the Security Agreement, which is intended to secure Maker’s obligations hereunder.
- (b) **Transfer Restrictions and Assignment of Note.** Holder agrees that it will not sell, assign, or otherwise transfer or dispose of this Note or any portion hereof unless (i) such Note is registered under the Securities Act and any applicable state securities laws or, Holder obtains an opinion of legal counsel that is satisfactory to the Company that this Note may be sold in reliance on an exemption from such registration requirements and (ii) Holder obtains written consent to assign or otherwise transfer the Note from the Company. Holder understands that the Company has no obligation or intention to register any Notes for resale or transfer under the Securities Act or any state securities laws or to take any action (including the filing of reports or

the publication of information as required by Rule 144 under the Securities Act) and therefore Holder may be precluded from selling or otherwise transferring or disposing of any Notes or any portion thereof for an indefinite period of time or at any particular time.

(c) **Acknowledgments, Representations and Warranties.**

- i. Holder acknowledges the Note has not been registered under the Securities Act or the securities laws of any other state and are subject to substantial restrictions on transfer as described herein.
- ii. Holder represents and warrants that, in determining to purchase this Note, Holder has relied solely upon the terms set forth herein and in the Form C, and the advice of its own legal counsel and accountants or other financial advisers with respect to the tax and other consequences involved in purchasing the Note and the risks associated therewith and not on any verbal or written communications made by any third party.
- iii. Holder represents and warrants that this Note is being purchased for its own account without a view to public distribution or resale and that Holder has no contract, undertaking, agreement or arrangement to sell or otherwise transfer or dispose of this Note or any portion thereof to any other person or entity.
- iv. Holder represents and warrants that (i) if an individual, he or she is at least twenty-one (21) years of age; (ii) he or she has adequate means of providing for his or her current needs and personal contingencies; (iii) Holder has no need for liquidity in its investments; (iv) Holder maintains its principal residence or principal place of business at the address provided in the Company's Form C; (v) all investments in and commitments to non-liquid investments are, and after the purchase of Notes will be, reasonable in relation to Holder's net worth and current needs; and (vi) any financial information that Holder provides herewith or that Holder subsequently submits at the request of the Company, does or will accurately reflect its financial condition in the which Holder does not anticipate any material adverse change.
- v. Holder represents, warrants, and agrees that if it is acquiring the Note in a fiduciary capacity, (i) the above representations, warranties, agreements, acknowledgments and understandings shall be deemed to have been made on behalf of the person or persons for whose benefit the Note is being acquired, (ii) the name of such person or persons is indicated below under the Holder's name and (iii) such further information as the Company deems appropriate shall be furnished regarding such person or persons. Holder represents and warrants that the attached suitability questionnaire is true and complete and agrees that the Company may rely on the truth and accuracy of such information for purposes of assuring the Company and its affiliates that they may rely on the exemptions from the registration requirements of the Securities Act and of any applicable state statutes or regulations. Holder further agrees that the Company and its affiliates may present such information to such parties as it deems appropriate if called upon to verify the information provided or to establish the availability of an exemption from registration under the Securities Act or any state securities statutes or regulations or if the contents are relevant to any issue in any action, suit or proceeding which it is or may be bound.
- vi. Holder represents and warrants that it has received a copy of and reviewed the Offering Documents and has had the opportunity to review the Offering Documents with legal counsel, including the detailed discussion therein on risk factors associated with the purchase of this Note, and that it understands the terms and conditions of investment set therein and that the purchase of this Note is a high-risk investment.
- vii. Holder represents and warrants that it has not been solicited generally for an opportunity to purchase this Note and that it has a pre-existing relationship with the Company or with the party who introduced Holder to the Company.

3. MISCELLANEOUS PROVISIONS

- (a) **Headings.** The section headings in this Note are for convenience of reference only and have no substantive significance with respect to the subject matter of this Note.
- (b) **Amendment.** This Note may be amended only by a written instrument signed by all Parties.
- (c) **Waiver of Jury Trial.** Maker and Holder hereby waive their individual rights to a trial by jury in the event that a dispute arises between them under this Note.
- (d) **Governing Law.** This Note shall be governed by, and construed in accordance with, the laws of the State of Wyoming without regard to the choice of law rules for that state, except to the extent that any such laws

may now or hereafter be preempted by Federal law. The Parties consent to the jurisdiction of any Federal or State court within the State of Wyoming, submit to venue in such state, and also consent to service of process by any means authorized by Federal law or the law of such state.

- (e) **Notices.** If either Maker or Holder is permitted or required to provide the other with notice under this Note, such notice must be in writing, delivered by email to Maker or Holder, and receipt of notice shall be the date that the notice is sent by email, as follows: (a) if to Maker at the address indicated in the Form C; and (ii) if to Holder at the address indicated in its Subscription Agreement; or (c) to such other email address as Maker or Holder shall provide to the other Party in writing.
- (f) **Entire Agreement.** The Offering Documents sets forth the entire agreement between Maker and Holder and fully supersede any prior agreements between Maker and Holder relating to the subject matter of the Offering Documents.
- (g) **Non-Waiver.** Any failure of Maker or Holder to enforce such Party's rights under this Note will not be treated as a waiver of such rights and Maker and Holder will both retain the right to pursue the appropriate remedy for the other Party's failure to comply with any obligation under this Note.
- (h) **Successors and Assigns.** This Note inures to and binds the legal representatives, successors and assigns of Maker and Holder. Neither Party may transfer this Note or sell or assign such Party's rights and obligations under the Note to any other third party, without providing written notice to the non-transferring Party and receiving written consent from the non-transferring Party.
- (i) **Execution in Counterparts.** This Note may be executed in multiple counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same agreement.

*(Signatures on the following page)*

IN WITNESS WHEREOF, each of the Parties has caused this Note to be executed on the Effective Date.

**MAKER:**

TORRO VENTURES CF, LLC,  
a Wyoming limited liability company

By: Cameron Montgomery, CEO

**ACKNOWLEDGEMENT OF HOLDER:**

Name: \_\_\_\_\_

Signature: /s/ \_\_\_\_\_

Date: \_\_\_\_\_