

LOAN NOTE

This **LOAN NOTE** dated effective the _____ day of _____, 20____, between _____, an individual residing in _____, in the Province of _____ (hereinafter referred to as the "Borrower") and **EASY LEGAL FINANCE INC.**, a corporation incorporated under the laws of Canada (hereinafter referred to as the "Lender") witnesses that, in consideration of the premises, agreements and obligations herein set forth and other good and valuable consideration which the parties hereto conclusively acknowledge, the parties hereto covenant and agree as follows:

1. Subject to the terms and conditions of this Agreement, the Lender agrees to provide to the Borrower a loan facility not to exceed the amount of \$_____ (or such greater amount as the Lender may approve in writing from time to time) (the "Loan Facility"). The Borrower hereby acknowledges itself indebted and promises to pay to or to the order of the Lender in lawful money of Canada the outstanding amount of the Loan Facility plus interest ("Interest") at a rate of 24% per annum compounded semi-annually until paid (equating to an effective annual interest rate of 25.44%), computed from the date of advance of the drawdown to the date of repayment of the Loan (the "Payment Date"). Notwithstanding any of the foregoing to the contrary, the Borrower hereby agrees that a minimum of six (6) months of Interest shall apply on the amount of each drawdown on the Loan Facility even if the Payment Date occurs within six (6) months of such drawdown. Other than the Interest, the only other fees in respect of this Loan payable by the Borrower is an administration fee of \$375 plus applicable taxes payable by the Borrower to the Lender upon Payment Date (the "Administration Fee"). The Administration Fee shall not bear any Interest and is only payable in the event a Repayment Obligation (as hereinafter defined) occurs. Each drawdown by the Borrower on the Loan Facility shall be requested by the Borrower by signed written notice delivered by mail or email to the Lender. The request shall state:

"The undersigned, being the Borrower under the Loan Note dated _____, 20____ hereby requests a drawdown in the amount of \$_____.

(signature of Borrower)"

The Lender shall record on its records the amount of all drawdowns made hereunder and payments made in respect thereto. The Lender's records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Lender pursuant to this Loan Note. The aggregate amount advanced to the Borrower by the Lender and remaining unpaid is referred to as the "Loan".

2. The Loan Facility is being provided directly to the Borrower who is a plaintiff in the following legal claim (the "Claim "). In the event of a change in the Borrower's legal counsel related to the Claim, the Borrower shall promptly notify the Lender and provide to the Lender, at the Borrower's expense, an Irrevocable Authorization and Direction naming the new counsel and a Certification and Lawyer Acknowledgement from such new counsel. The Loan shall not be used by the Borrower to pay for lawyer's fees, expert fees, costs or other litigation expenses related to the Borrower's Claim.

Style of Cause: _____

Name of Court: _____

Court File No.: _____

3. Subject to an Event of Default (as hereinafter defined), the Loan Interest and Administration Fee shall only be repayable by the Borrower to the Lender if the Borrower recovers any Proceeds (as hereinafter defined) from the Claim (the "Repayment Obligation").

4. The Loan is a non-recourse loan meaning that if the Repayment Obligation occurs, the Borrower shall only be obligated to repay (the "Repayment Amount") the lesser of: (i) the Loan, Interest and Administration Fee; and (ii) the Borrower's proceeds of settlement, judgment or other amount payable in respect of the Claim (the "Proceeds"), less fees, disbursements and related charges properly earned or incurred by the Borrower's legal counsel in relation to the Claim. The Repayment Amount shall be repaid by the Borrower to the Lender within ten days of the occurrence of a Repayment Obligation. The parties agree that this Loan Note is not a negotiable instrument.

5. The Lender has not paid or made an offer to pay any compensation to any lawyer or employee of a law firm or to any medical provider, chiropractor or physical therapist or their employees (each a "Referral Party") for referring the Borrower in respect of the Loan made hereunder to the Lender; however, a Referral Party may be a shareholder or investor in the Lender and may have financing arrangements with the Lender.

6. The whole of the Loan, Interest and Administration Fee shall, at the option of the Lender, become immediately due and payable, upon the occurrence of one or more of the following events of default (an "Event of Default") : (a) at any time after the Repayment Obligation occurs, the Borrower defaults in the payment of the Loan and accrued Interest within the period specified herein; (b) the Borrower shall commence any voluntary case, proceeding, proposal or other action under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, (i) seeking to have an order for relief entered with respect to the Borrower, (ii) seeking to adjudicate the Borrower as bankrupt or insolvent, or other relief with respect to the Borrower or its debts, or (iii) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets, or the Borrower shall make a general assignment for the benefit of its creditors; (c) there shall have been commenced against the Borrower any involuntary case, proceeding or other action of a nature previously referred to; or the Borrower shall have taken any action in furtherance of or acquiescence in any of the acts previously referred to; (d) the Borrower shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or (e) a receiver of any of Borrower's undertaking, property or assets is appointed; and the Lender shall have all rights and remedies under applicable law or in equity as well as any other rights and remedies provided herein or in any security granted in connection herewith or otherwise existing as security for the obligations of Borrower hereunder. The failure of the Lender to declare the Loan due and payable upon the occurrence of an Event of Default shall not limit or restrict the Lender's rights nor shall it be deemed to constitute a waiver of the Lender's rights.

7. This Agreement and all documents, instruments and other agreements delivered in accordance with this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as Ontario contracts. All capitalized terms used herein that are not otherwise defined herein shall have the meaning ascribed thereto in the Plaintiff Loan Application Form completed by the Borrower with respect to the Loan hereunder. The Loan Note may be executed in writing or by electronic signature and may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

EASY LEGAL FINANCE INC.

Per: _____

Name of Borrower: _____

Signature of Borrower: _____

LAWYER'S CONFIRMATION

The undersigned acts as legal counsel for the Borrower in respect of the Claim and is the party which has executed the Certification and Lawyer Acknowledgment to the Lender.

We confirm that we have reviewed this Loan Note with the Borrower and that all costs and fees of the Loan have been disclosed to the Borrower, including the annualized rate of Interest applied to calculate the amount to be repaid by the Borrower in the event a Repayment Obligation occurs.

Dated this ____ day of _____, 20____.

Print Name of Law Firm

Print Name of Lawyer

Signature of Lawyer