

## **Medford Food Co-op**

### **Promissory Note Investment Agreement**

**Medford Food Co-op**  
**P.O. Box 4011**  
**Medford, OR 97501**

**THE PROMISSORY NOTE ACQUIRED PURSUANT TO THIS AGREEMENT IS EXEMPT FROM REGISTRATION AS A SECURITY PURSUANT TO OREGON LAW AND, THEREFORE IS NOT REGISTERED UNDER THE SECURITIES ACT OF 1933.**

The undersigned hereby irrevocably tenders this Note Agreement (Note) to the Medford Food Co-op (Coop) for the purpose of a loan through a promissory note. Delivery of the signed Note with a check in the amount of the principal loaned must be tendered contemporaneously with the Note Agreement with payment payable to the Medford Food Co-op addressed to P.O. Box 4011, Medford, OR 97501

The undersigned acknowledges that the Note is not transferable, assignable, or saleable. The Note is unsecured. The undersigned states that (s)he is twenty-one (21) years of age or older and is the same as shown below. The undersigned was contacted in Oregon regarding the potential investment in the Note, and the Note will be delivered in Oregon.

The undersigned represents (s)he is capable of evaluating the merits of an investment in the Co-op. This Note Agreement constitutes the entire agreement among the parties. This Note Agreement is governed in all respects by the laws of the State of Oregon. This Note Agreement constitutes the full agreement of the parties and may be execute in several counterparts all of which are binding as the original.

The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Note Agreement.

Interest on the note will commence upon the opening of the store scheduled for December 31, 2010. In the event bank financing is obtained to open the store, it is agreed that this Note will be subordinated to such bank financing upon request.

The undersigned hereby agrees to lend to the Co-op on the following terms:

Principal Amount: \$ \_\_\_\_\_

Per Annum Interest Rate: \_\_\_\_\_ % (insert amount between 0-4%) .



Maturity: \_\_\_\_\_ years (insert 5, 6, 7, 8, 9, or 10 years).

**IN WITNESS WHEREOF**, the parties have executed this Note Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Signature of Lender  
Lender's Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Signature of Lender (if a joint loan)  
Lender's Address: \_\_\_\_\_

Accepted By: \_\_\_\_\_ (Medford Food Co-op)  
[When signed by an officer of the Co-op one original signed copy of this Note Agreement will be returned to the lender]