

PROMISSORY NOTE

AMOUNT

DATE

EXONEREE

ADDRESS

ADDRESS

(Hereinafter referred to as "Borrower")

Connecticut Bar Foundation

100 Pearl St.

Hartford, CT 06103

(Hereinafter referred to as "Payee")

Borrower promises to pay to the order of Payee, in lawful money of the United States of America by mailing to the address specified hereinafter or wherever else Payee may specify, the sum of **WRITTEN AMOUNT and 00/100 Dollars (\$,\$\$\$.\$00)** or so much thereof as shall have been advanced by Payee at any time and not thereafter repaid (hereinafter referred to as the "Principal Sum"). This Promissory Note including all renewals, extensions, or modifications hereof shall be referred to herein as the "Note". The proceeds of the loan evidenced by this Note may be advanced, repaid and readvanced in amounts less than the aggregate Principal Sum hereof during the term of this Note, and prior to maturity. Each such advance shall be made to Borrower upon receipt by the Payee of Borrower's written application therefor and written disbursement instructions, which shall be in such form as the Payee shall from time to time prescribe. The Payee shall be entitled to rely on any telephonic or electronic communication requesting an advance or providing disbursement instructions hereunder, which shall be received by it in good faith from anyone reasonably believed by the Payee to be the Borrower, or any Borrower's authorized agent. Borrower agrees that all advances made by Payee will be evidenced by entries made into the electronic data processing system and/or internal records maintained by the Payee. Borrower further agrees that the sum or sums shown on the most recent printout from the Payee's electronic data processing system and/or on such records shall be rebuttably presumptive evidence of the amount of the Principal Sum and of the amount of any accrued interest.

USE OF PROCEEDS: Borrower shall use the proceeds of the loan(s) evidenced by this Note for the personal, household purposes of Borrower as set forth in Borrower's loan application.

SECURITY: Borrower has granted or will grant Payee a security interest in the collateral described herein and in such other security instruments as are executed from time to time, including, but not limited to, the collateral described in that certain security instrument relating to a lien on any proceeds in the possession of Borrower's attorney held on behalf of Borrower, of even date herewith, as modified, restated, or replaced from time to time. Except as prohibited by law, Borrower hereby grants Payee a security interest in any proceeds in the possession of Borrower's attorney held on behalf of Borrower.

INTEREST RATE: Unless a Default (as defined herein) has occurred, interest shall not accrue on the unpaid principal balance of this Note.

DEFAULT RATE: In addition to all other rights contained in this Note, if a Default (as defined herein) occurs and as long as a Default continues, all outstanding sums advanced to Borrower pursuant to this Note shall bear interest at the rate of 8% ("Default Rate"). The Default Rate shall apply from the date of the Default until the Principal Sum, together with any accrued interest at the Default Rate, or any judgment thereon is paid in full.

INTEREST AND FEE(S) COMPUTATION (ACTUAL/360): Interest and fees, if any, shall be computed on the basis of a 360-day year for the actual number of days in the applicable period (“Actual/360 Computation”). The Actual/360 Computation determines the annual effective yield by taking the stated (nominal) rate for a year’s period and then dividing said rate by 360 to determine the daily periodic rate to be applied for each day in the applicable period. Application of the Actual/360 Computation produces an annualized effective rate exceeding the nominal rate.

REPAYMENT TERMS: This Note shall be due and payable as set forth herein. From the date of this Note, payments of principal and accrued interest shall be payable in a single installment in the amount of the Principal Sum and shall be due and payable immediately upon the Borrower’s receipt of compensation relating to Borrower’s wrongful incarceration as described in the loan application or otherwise.

APPLICATION OF PAYMENTS: Monies received by Payee from any source for application toward payment of the Principal Sum shall be applied to principal. If a Default occurs, monies may be applied in any manner or order deemed appropriate by Payee.

If any payment received by Payee under this Note or other loan documents is rescinded, avoided, or for any reason returned by Payee because of any adverse claim or threatened action, the returned payment shall remain payable as an obligation of all persons liable under this Note as though such payment had not been made.

LATE CHARGE: If any payments are not timely made, Borrower shall also pay to Payee a late charge equal to five percent (5%) of each payment past due for thirty (30) or more days. Acceptance by Payee of any late payment without an accompanying late charge shall not be deemed a waiver of Payee’s right to collect such late charge or to collect a late charge for any subsequent late payment received.

ATTORNEYS’ FEES AND OTHER COLLECTION COSTS. Borrower shall pay all of Payee’s reasonable expenses actually incurred to enforce or collect any of the Principal Sum, including, without limitation, reasonable arbitration, paralegals’, attorneys’, and experts’ fees and expenses, whether incurred without the commencement of a suit, in any trial, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

USURY: If, at any time, the effective interest rate under this Note would, but for this paragraph, exceed the maximum lawful rate, the effective interest rate under this Note shall be the maximum lawful rate, and any amount received by Payee in excess of such rate shall be applied to principal and then to fees and expenses, or, if no such amounts are owing, returned to Borrower.

DEFAULT: If any of the following occurs, a default (“Default”) under this Note shall exist:

Nonpayment; Nonperformance. The failure of timely payment or performance of the Principal Sum, Default Interest or late charges under this Note.

False Warranty. A warranty or representation made or deemed made in the loan application or furnished to Payee in connection with the loan evidenced by this Note proves materially false, or if of a continuing nature, becomes materially false.

Cessation; Bankruptcy. The death of, appointment of a guardian for, dissolution of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or commencement of any bankruptcy or insolvency proceeding by or against Borrower.

Material Adverse Change. Payee determines in good faith, in its sole discretion, that the prospects for payment or performance of the Principal Sum is impaired or there has occurred a material adverse change in the prospects of Borrower, financial, legal or otherwise.

REMEDIES UPON DEFAULT: If a Default occurs under this Note or any loan document, Payee may, at any time thereafter, take the following actions:

Payee Lien. Foreclose its security interest or lien against any proceeds in the possession of Borrower's attorney held on behalf of Borrower without notice.

Acceleration Upon Default. Accelerate the maturity of this Note and, at Payee's option, any or all of the Principal Sum between Borrower and Payee, whereupon this Note and the accelerated payment shall be immediately due and payable; provided, however, if the Default is based upon a bankruptcy or insolvency proceeding commenced by or against Borrower or endorser of this Note, the Principal Sum and the Principal Sum and all payments due under this Note shall automatically and immediately be due and payable.

Cumulative. Exercise any rights and remedies as provided under this Note, or as provided by law or equity.

FINANCIAL AND OTHER INFORMATION: Borrower shall deliver to Payee such information as Payee may reasonably request from time to time, including, without limitation, financial statements and information pertaining to Borrower's financial condition. Such information shall be true, complete, and accurate.

WAIVERS AND AMENDMENTS: No waivers, amendments, or modifications of this Note and other loan documents shall be valid unless in writing and signed by an officer or director of Payee. No waiver by Payee of any Default shall operate as a waiver of any other Default or the same Default on a future occasion. Neither the failure nor any delay on the part of Payee in exercising any right, power, or remedy under this Note and other loan documents shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

Except to the extent otherwise provided by the loan documents or prohibited by law, the Borrower and each other person liable under this Note waives presentment, protest, notice of dishonor, demand for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, notice of sale, and all other notices of any kind. Further, each agrees that Payee may (i) extend, modify, or renew this Note or make a novation of the loan evidenced by this Note, and/or (ii) grant releases, compromises, or indulgences with respect to any collateral securing this Note, or with respect to any Borrower or other person liable under this Note or any other loan documents, all without notice to or consent of each Borrower and other such person, and without affecting the liability of each Borrower and other such person; provided, Payee may not extend, modify, or renew this Note or make a novation of the loan evidenced by this Note without the consent of the Borrower, or if there is more than one Borrower, without the consent of at least one Borrower; and further provided, if there is more than one Borrower, Payee may not enter into a modification of this Note which increases the burdens of a Borrower without the consent of that Borrower.

MISCELLANEOUS PROVISIONS.

Assignment. This Note and the other loan documents shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors, and assigns. Payee's interests in and rights under this Note and the other loan documents are freely assignable, in whole or in part, by Payee. In addition, nothing in this Note or any of the other loan documents shall prohibit Payee from assigning this Note or any of the other loan documents or any interest therein. Borrower shall not assign its rights and interest hereunder without the prior written consent of Payee, and any attempt by Borrower to assign without Payee's prior written consent is null and void. Any assignment shall not release Borrower from the obligations set forth herein. If there is more than one Borrower each is jointly and severally obligated together with all other parties obligated for the obligations set forth herein.

Organization; Powers. Borrower represents that Borrower is (a) an adult individual and is sui juris; and (ii) has the power and authority to execute, deliver, and perform, and by all necessary action, has authorized the execution, delivery, and performance of, all of its obligations under this Note and any other loan document to which it is a party.

Applicable Law; Conflict Between Documents. This Note and, unless otherwise provided in any other Loan Document, the other loan documents shall be governed by and interpreted in accordance with federal law and, except as preempted by federal law, the laws of the State of Connecticut without regard to its conflict of laws principles.

Jurisdiction. Borrower irrevocably agrees to non-exclusive personal jurisdiction in the state of Connecticut.

Severability. If any provision of this Note or of the other loan documents shall be prohibited or invalid under applicable law, such provision shall be ineffective, but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note or other such document.

Payments. All payments shall be mailed to Payee at the address shown above; or other such address as provided by Payee in writing.

Notices. Any notices to Borrower shall be sufficiently given, if in writing and mailed or delivered to the Borrower's address shown above or such other address as provided hereunder, and to Payee, if in writing and mailed or delivered to the address shown above, or such other address as Payee may specify in writing from time to time. In the event that Borrower changes Borrower's address at any time prior to the date the obligations set forth herein are paid in full, Borrower agrees to promptly give written notice of said change of address by registered or certified mail, return receipt requested, all charges prepaid.

Plural; Captions. All references in this Note to Borrower, person, document, or other nouns of reference mean both the singular and plural form, as the case may be, and the term "person" shall mean any individual, person, or entity. The captions contained in this Note and any other loan document are inserted for convenience only and shall not affect the meaning or interpretation of this Note or the loan documents.

Advances. Payee may, in its sole discretion, make other advances which shall be deemed to be advances under this Note, even though the stated principal amount of this Note may be exceeded as a result thereof.

Fees and Taxes. Borrower shall promptly pay all documentary, intangible recordation, and/or similar taxes on this transaction whether assessed on the date hereof or arising from time to time.

LIMITATION ON LIABILITY; WAIVER OF PUNITIVE DAMAGES. EACH OF THE PARTIES HERETO, INCLUDING PAYEE BY ACCEPTANCE HEREOF, AGREES THAT IN ANY JUDICIAL, MEDIATION, OR ARBITRATION PROCEEDING OR ANY CLAIM OR CONTROVERSY BETWEEN OR AMONG THEM THAT MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN OR AMONG THEM OR THE OBLIGATIONS EVIDENCED HEREBY OR RELATED HERETO, IN NO EVENT SHALL ANY PARTY HAVE A REMEDY OF, OR BE LIABLE TO THE OTHER FOR, (1) INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR (2) PUNITIVE OR EXEMPLARY DAMAGES. EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY MAY HAVE OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY SUCH PROCEEDING, CLAIM, OR CONTROVERSY, WHETHER THE SAME IS RESOLVED BY ARBITRATION, MEDIATION, JUDICIALLY OR OTHERWISE.

Final Agreement. This Note and the other loan documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent agreements of the parties. There are no unwritten agreements between the parties.

WAIVER OF JURY TRIAL: TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF BORROWER BY EXECUTION HEREOF AND PAYEE BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE LOAN DOCUMENTS, OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS NOTE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO PAYEE TO ACCEPT THIS NOTE. EACH OF THE PARTIES AGREES THAT THE TERMS HEREOF SHALL SUPERSEDE AND REPLACE ANY PRIOR AGREEMENT RELATED TO ARBITRATION OF DISPUTES BETWEEN THE PARTIES CONTAINED IN ANY LOAN DOCUMENT OR ANY OTHER DOCUMENT OR AGREEMENT HERETOFORE EXECUTED IN CONNECTION WITH, RELATED TO, OR BEING REPLACED, SUPPLEMENTED, EXTENDED, OR MODIFIED BY, THIS NOTE.

IN WITNESS WHEREOF, Borrower, on the day and year first above written, has caused this Note to be duly executed.

By: _____
Name of Exoneree

Witness _____

Date _____