

CONVERTIBLE PROMISSORY NOTE

Principal Amount: \$5,000.00 • Date of Issuance: _____, 2026

THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS. THEY MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT AS PERMITTED UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS.

FOR VALUE RECEIVED, **Sanoj Allen, d/b/a SHEP** ("Maker"), promises to pay to the order of **William Groves** ("Holder"), the principal sum of Five Thousand Dollars (\$5,000.00), together with interest and other amounts as set forth herein.

KEY TERMS

TERM	VALUE
Principal	\$5,000.00
Interest Rate	5% per annum, simple
Valuation Cap	\$500,000 (post-money)
Discount Rate	20% on Equity Financing price
Maturity Date	October 31, 2027
Equity Financing Threshold	\$25,000 aggregate gross proceeds

1. INTEREST

This Note shall bear simple interest at 5% per annum from the Date of Issuance. Interest shall accrue but not be payable until the Maturity Date or conversion, whichever occurs first.

2. MATURITY & REPAYMENT

Outstanding principal and accrued interest shall be due on October 31, 2027 ("Maturity Date"), unless earlier converted. Maker may prepay in whole without penalty upon 10 days' written notice.

3. CONVERSION

(a) Upon Incorporation + Equity Financing. If Maker incorporates SHEP and the Company completes an Equity Financing of at least \$25,000, the Note automatically converts at the lesser of: (i) the investor price x 0.80 (20% discount), or (ii) the price implied by the \$500,000 Valuation Cap divided by fully diluted capitalization.

(b) Upon Incorporation (No Equity Financing). If incorporation occurs but no Equity Financing within 90 days, Holder may elect conversion to a Y Combinator post-money SAFE at a \$500,000 cap.

(c) Upon Liquidity Event. Holder receives the greater of: (i) principal plus accrued interest, or (ii) the amount receivable had the Note converted at the Valuation Cap.

4. REPRESENTATIONS & GENERAL PROVISIONS

Maker is the sole owner of SHEP (sheplegal.com) and will cause any successor entity to assume this Note. Holder acquires this Note for investment, not for distribution, and understands the investment involves substantial risk. This Note is governed by New York law. Holder has no management, voting, or employment rights. This Note may be amended only by written agreement of both parties.

Notices — Maker: sanoj@sheplegal.com | Holder: _____

	MAKER	HOLDER
Signature	_____	_____
Name	Sanoj Allen, d/b/a SHEP	William Groves
Date	_____	_____

Draft for discussion. Both parties should review with independent counsel before execution.

APPENDIX A — INVESTMENT OUTCOMES

Projected outcomes for \$5,000 investment at \$500,000 valuation cap (~1% ownership at conversion)

MARKET CONTEXT

145K US LAW STUDENTS ABA 2025 • JD + non-JD	48K ENTERING 1LS (2026) 12-year high • +7.9% YoY	\$15/mo COMPETITOR PRICE NomosLearning • only competitor	10-15x SAAS MULTIPLE Industry standard
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PROJECTED OUTCOMES

CONSERVATIVE 25% market • \$9/mo \$234K–\$354K HOLDER'S DILUTED VALUE	AMBITIOUS 50% market • \$9/mo \$468K–\$702K HOLDER'S DILUTED VALUE	DOWNSIDE No traction \$5,375 PRINCIPAL + INTEREST RETURNED																														
<table border="1"> <tr><td>Paying users</td><td>36,250</td></tr> <tr><td>ARR</td><td>\$3.9M</td></tr> <tr><td>Valuation (10–15x)</td><td>\$39M–\$59M</td></tr> <tr><td>Pre-dilution (1%)</td><td>\$390K–\$590K</td></tr> <tr><td>Return multiple</td><td>47x–71x</td></tr> </table>	Paying users	36,250	ARR	\$3.9M	Valuation (10–15x)	\$39M–\$59M	Pre-dilution (1%)	\$390K–\$590K	Return multiple	47x–71x	<table border="1"> <tr><td>Paying users</td><td>72,500</td></tr> <tr><td>ARR</td><td>\$7.8M</td></tr> <tr><td>Valuation (10–15x)</td><td>\$78M–\$117M</td></tr> <tr><td>Pre-dilution (1%)</td><td>\$780K–\$1.17M</td></tr> <tr><td>Return multiple</td><td>94x–140x</td></tr> </table>	Paying users	72,500	ARR	\$7.8M	Valuation (10–15x)	\$78M–\$117M	Pre-dilution (1%)	\$780K–\$1.17M	Return multiple	94x–140x	<table border="1"> <tr><td>What happens</td><td>Note matures</td></tr> <tr><td>Maturity</td><td>Oct 31, 2027</td></tr> <tr><td>Backstop</td><td>Seward & Kissel</td></tr> <tr><td>Annual salary</td><td>~\$215K</td></tr> <tr><td>Return multiple</td><td>1.08x</td></tr> </table>	What happens	Note matures	Maturity	Oct 31, 2027	Backstop	Seward & Kissel	Annual salary	~\$215K	Return multiple	1.08x
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SUMMARY

SCENARIO	ARR	COMPANY VALUATION	HOLDER'S VALUE (DILUTED)	RETURN ON \$5K
25% at \$9/mo	\$3.9M	\$39M–\$59M	\$234K–\$354K	47x–71x
50% at \$9/mo	\$7.8M	\$78M–\$117M	\$468K–\$702K	94x–140x
No traction	—	—	\$5,375 repaid	1.08x

Dilution assumptions: Post-dilution figures assume two future rounds — seed (20% dilution) and Series A (25% dilution) — reducing Holder from 1% to ~0.6%. Actual dilution depends on future round terms.

Backstop: In all scenarios, Holder's principal is protected by Maker's guaranteed return offer at Seward & Kissel LLP (BigLaw, ~\$215K annual compensation). First-month salary covers full repayment.