

PROMISSORY NOTE

\$700,000.00 ("Principal Sum")

Portland, OR
January 10, 2017 ("Effective Date")

FOR AMOUNTS LEGALLY OWED TO Derek Sivers, and/or Assigns

As of the **Effective Date**, **SCI Fund II, LLC** ("**Debtor**"), promises to pay to Derek Sivers, or its Assigns ("**Payee**"), on order, at such address, or at such other place as may be designated, from time to time, in writing by Payee, the Principal Sum in lawful money of the United States of America.

1. Definitions: The following terms as used in this Note shall have the following meaning:
 - A. The term "**Principal Balance**" shall mean the outstanding principal balance of this Note.
 - B. The term "**the Debt**" shall mean the entire unpaid Principal Balance.
2. Terms: The Principal Sum shall be paid by Debtor to Payee as follows:
 - A. Lump sum of the full Principal Balance plus interest computed at an annualized rate of 12.75% according to the attached **Interest Schedule**, which is included by this reference as **Exhibit A**.
 - B. All balances shall be paid in full, including all principal and accrued and unpaid interest on or before January 10, 2018.
 - C. Debtor may prepay any part or all of the balance due under the terms of this Note without penalty, premium or any other charge attributable to that prepayment. No prepayment of less than the entire balance due hereunder shall excuse Debtor from making full payment.
3. Conditions:

If any sum payable under this Note is not paid within seven (7) days after the date on which it is due, Debtor may pay upon demand an amount equal to \$8,500 per month late payment charge as liquidated damages for the additional expense of handling such payment; provided, however, that such interest rate shall in no event exceed the maximum interest rate that Debtor may pay by law.

Debtor hereby waives presentment and demand for payment, notice of dishonor, protest, and notice of protest of this Note and agrees to pay all costs of collection when incurred, including reasonable attorney fees (which costs may be added to the amount due under this Note) and to perform and comply with each of the terms, covenants, and provisions contained in this Note. No release of any security for the principal sum due under this Note or extension of time for payment of this Note, or any installment hereof, and no alteration, amendment, or waiver of any provision of this Note, shall release, discharge, modify, change, or affect the liability of Debtor under this Note.

This note is subject to the express condition that at no time shall Debtor be obligated or required to pay interest on the Principal Balance at a rate that could subject Payee to either civil or criminal liability as a result of being in excess of the maximum rate that Debtor is permitted by law to contract or agree to pay. If by the terms of this Note Debtor is at any time required or obligated to pay interest on the Principal Balance at a rate in excess of such maximum rate, the rate of interest under this Note shall be deemed to be immediately reduced to such a maximum rate, and interest payable hereunder shall be computed at such a maximum rate and the portion of

all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the Principal Balance.

If Debtor consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several.

The terms of this Note shall be governed and construed under the laws of the state of Oregon.

This note may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of such change or termination is sought.

Debtor (and the undersigned representative of Debtor, if any) represents that Debtor has full power, authority, and legal right to execute and deliver this Note and that the Debt hereunder constitutes a valid and binding obligation of Debtor and that Debtor has authority and control over the pledged collateral.

Whenever used, the singular number shall include the plural, the plural the singular, and the words "Payee" and "Debtor" shall include their respective successors and assigns.

All obligations and liabilities of Debtor to Secured Party.

1. **Warranties and Covenants of Debtor.** Debtor warrants and covenants that:

No other creditor has a security interest in the Collateral hereby listed as:

SCI Fund II, LLC 2,666,667 shares of Series B Preferred of Maya Cinemas North America Inc and

438,646 shares of Series B-1 Preferred of Maya Cinemas North America Inc.

- (a) Debtor hereby represents it has control and ownership of the above collateral
- (b) Debtor is the owner of the Collateral free from any adverse lien or encumbrance except this lien and the others described in this Security Agreement.
- (c) Debtor will defend the Collateral against all claims of other persons.
- (d) Debtor will immediately notify the Secured Party in writing of any change in name or address.
- (e) Debtor will do all such things as Secured Party at any time or from time to time may reasonably request to establish and maintain a perfected security interest in the Collateral.
- (f) Debtor will pay the cost of filing this agreement in all public offices where recording is deemed by Secured Party to be necessary or desirable. A photographic or other reproduction of this agreement is sufficient as a financing statement.

(g) Debtor will not transfer or encumber the Collateral without the prior written consent of Secured Party.

(h) Debtor will keep the Collateral insured against risk of loss or damage upon such terms as Secured Party may reasonably require.

(i) Debtor will keep the Collateral free from any adverse lien and in good repair, will not waste or destroy the Collateral, and will not use the Collateral in violation of any law or policy of insurance. Secured Party may examine and inspect the Collateral at any reasonable time.

(j) Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement or upon any note evidencing the Obligations.

2. **Additional Rights.** Secured Party may discharge liens placed on the Collateral, may place and pay for insurance on the Collateral upon failure by the Debtor to do so, and may pay for the maintenance, repair, and preservation of the Collateral. To the extent permitted by applicable law, Debtor agrees to reimburse Secured Party on demand for any payment under this authorization.

3. **Events of Default.** Debtor shall be in default under this Agreement upon the occurrence of any of the following events or conditions: (a) the failure to perform any of the Obligations or this Agreement; (b) the loss, theft, substantial damage, destruction, transfer or encumbrance of the Collateral; (c) the making of any levy, seizure or attachment upon the Collateral; or (d) the filing by Debtor or by any third party against Debtor of any petition under any Federal bankruptcy statute, the appointment of a receiver of any part of the property of Debtor, or any assignment by Debtor for the benefit of creditors.

4. **Remedies.** UPON DEFAULT AND AT ANY TIME THEREAFTER, SECURED PARTY MAY DECLARE ALL OBLIGATIONS IMMEDIATELY DUE AND PAYABLE AND SHALL HAVE THE REMEDIES OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE OF OREGON.

Time is of the essence of this Note and each and every obligation of Debtor pursuant to this Note. All notices required to be given under this Note shall be given in writing.

REQUIRED STATEMENT:

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

This statement is given pursuant to Sections 41.580(3)(a) and (b), of the Oregon Revised Statutes as a precaution in order to comply with Oregon law if it is found that the Payee is acting in this transaction as

a financial institution as defined by ORS 706.008, a consumer finance company licensed under ORS chapter 725 or a mortgage banker as defined in ORS 59.580. The inclusion of the above statement is not an admission or a representation that Payee is acting in this transaction as a financial institution, a consumer finance company or a mortgage banker.

IN WITNESS WHEREOF, Debtor has duly executed this Note the day and year first above written.


Derek Sivers
4730 SW Macadam Ave #101
Portland, Or 97239

SCI Fund II, LLC
720 S. Montford Avenue
Baltimore, MD 21224

Date

"Debtor"

Signed on 1-10-17



Herb Wilkins, Jr. Managing Member

EXHIBIT A: Interest Schedule

Interest payment after 1 calendar month:	\$7,437.50
Interest payment after 2 calendar months:	\$14,875.00
Interest payment after 3 calendar months:	\$22,312.50
Interest payment after 4 calendar months:	\$29,750.00
Interest payment after 5 calendar months:	\$37,187.50
Interest payment after 6 calendar months:	\$44,625.00
Interest payment after 7 calendar months:	\$52,062.50
Interest payment after 8 calendar months:	\$59,500.00
Interest payment after 9 calendar months:	\$66,937.50
Interest payment after 10 calendar months:	\$74,375.00
Interest payment after 11 calendar months:	\$81,812.50
Interest payment after 12 calendar months:	\$89,250.00