

Form of Investment: Convertible Note

The investment vehicle is a convertible/promissory note issued to you from me, William Donohue. In turn, I will issue a convertible/promissory note to CarePoint Solutions, Inc. on your behalf.

This arrangement means I am personally guaranteeing your loan and investment, and therefore your loan is secured by my assets. (Yes, I am that confident.) This also means that you don't have to be an Accredited Investor and CarePoint won't have to incur the significant legal expense of issuing a formal equity offering. It also means you're not getting a full disclosure packet from the company regarding all perceived risks. *As with all investments, you should be aware that there are no guarantees regarding CarePoint's future performance and any money that you invest could be lost.*

The convertible note has the following features:

- 1.) Accrues 5.5% annual interest.
- 2.) Has a two year holding period. Any time after two years, at your election, you can convert your note (principal and interest) to cash or to stock.
- 3.) The conversion rate is \$5.18 per share, consistent with a valuation of CarePoint Solutions at \$12M.

For the formal transaction, what we've been doing is having new investors make a check payable to CarePoint Solutions, Inc. and deposit their check directly into CarePoint's Santander Bank business account. Then I can send the confirming documentation via email. The documents you will receive are a letter of understanding that Bill Donohue will be issuing a note on your behalf with CarePoint Solutions, Inc., and the Promissory Note. A sample of the Promissory Note is attached for your reference.

With my personal guarantee and with the 5.5% interest, not to mention the additional liquidity provided, the convertible notes are clearly preferable over stock. But once the company starts paying out dividends that surpass 5.5% per year, the scales tip and stock becomes more attractive. If we are successful in achieving next year's revenues targets, we are planning to issue a special earnings distribution. The distribution we are targeting is \$4.20 per share. If we should be so successful, we plan to allow convertible note holders to convert to stock prior to the end of their holding period. We will also provide advance notice, prior to the earnings distribution, to allow anyone that wants to convert their notes to stock to do so, and be a 'stockholder of record' when the earnings are distributed.

Don't hesitate to ask me if you have any questions or would like to discuss any of the above.

Thanks,

Bill
508-517-6849 cell

\$20,000

Campton, New Hampshire November 18, 2020

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, WILLIAM R. DONOHUE, of 199 Pegwood Road, Campton, New Hampshire ("Maker") hereby promises to pay to the order of John Smith of 12 Main Street, Anytown, USA 01234 (the "Holder"), or to any holder hereof, on or before November 19, 2022, (the "Maturity Date") the principal sum of Twenty Thousand Dollars (\$20,000) in lawful money of the United States of America, together with interest at the rate of 5.5% per annum on the unpaid principal balance hereof from time to time outstanding from the date hereof through the date upon which the principal balance shall have been paid in full.

All payments by the Maker hereunder shall be applied first to accrued interest, then to payment of principal. Interest will be calculated on the basis of the actual number of days elapsed over a year of 365 days. The Maker shall have the right to prepay principal in full at any time without any prepayment fee or penalty whatsoever.

This Note is the promissory note referred to in, has been issued pursuant to and is entitled to the benefits of a certain letter between the Maker and Holder and of even date herewith.

Events of Default. If the Maker shall die or become insolvent, shall become generally unable to pay his debts as they become due, shall institute a proceeding seeking the entry of an order for relief or seeking a declaration that he is insolvent under any law now or hereafter in effect relating to bankruptcy, insolvency, relief of debtors or protection of creditors then, and in any such event, this Note and interest accrued hereunder and all other liabilities of the Maker hereunder shall thereupon become and be forthwith due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived.

General Provisions.

Maker hereby absolutely and irrevocably waives presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note, and agrees to pay all costs of collection when incurred, including reasonable attorneys' fees.

No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right, or of any other right, nor shall any delay, omission or waiver on any one

occasion be deemed a bar to or waiver of the same or any other right on any future occasion.

This Note shall be governed exclusively by the laws of the state of New Hampshire. Maker hereby agrees that any action hereon or relating hereto may be maintained in a court of competent subject-matter jurisdiction located in the state of New Hampshire, and consents to the jurisdiction of any such court for all purposes connected herewith.

In the event the Holder is at any time required to turn over, disgorge or repay (whether to the Maker, a trustee in Bankruptcy or to third parties) any payment previously received by the Holder with respect to this Note (whether received from the Maker or third parties), then the amount of the liabilities of Maker hereunder shall be increased by the amount so turned over or disgorged by the Holder, plus reasonable expenses incurred by the Holder in the process, to the same extent as if the amount and expenses in question had been advanced by the Holder at the inception of this Note and had remained unpaid since that date, all of which shall be payable immediately, without further demand.

IN WITNESS WHEREOF, the Maker has executed and delivered this Note on the day and year first written above.

William R. Donohue:

John Smith
12 Main Street
Anytown, USA 01234

November 18, 2020

John:

This letter is in reference to our agreement of November 18th, 2020 in regard to the loan from you to William R. Donohue.

The promissory note provided is in return for a loan of \$20,000 to me. I will use the loan funds to purchase a convertible note from CarePoint Solutions, Inc., a Delaware corporation in the amount of \$20,000.

Further to the promissory note, when the note becomes due, it will be your option to receive the principle and accrued interest due at that time, or elect to receive an equivalent amount of CarePoint Solutions stock, based on a conversion price of \$5.18 per share.

Sincerely,

William R. Donohue