THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REQUIREMENTS FOR SUCH REGISTRATION FOR NONPUBLIC OFFERINGS. ACCORDINGLY, THE SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES EVIDENCED HEREBY OR ANY PORTION THEREOF OR INTEREST THEREIN MAY NOT BE ACCOMPLISHED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THAT ACT OR AN OPINION OF COUNSEL SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED.

<u>\$100,000</u>

April 13, 2009



Tricord Global Fund

7% FIXED INTEREST NOTE (the "Note")

1. <u>Obligation</u>. For value received, TRICORD GLOBAL FUND, a Colorado corporation ("Company") with its mailing address located at P.O. Box 270388 Littleton, Colorado, promises to pay to ______, or registered assigns (the "Lender" or "Holder") the Principal Amount and Interest (both as defined below) in the manner and upon the terms and conditions set forth herein.

2. <u>General Terms and Conditions.</u> The loan evidenced by this note has been made by the Holder to the Company to finance the Company's international microfinance operations. The use of funds is primarily intended for, but not limited to providing loans to microfinance institutions that make unsecured loans to poor in developing countries.

3. <u>Amount and Payment of Principal Amount</u>. The principal amount ("Principal Amount") of this Note is <u>One Hundred Thousand Dollars</u> (<u>\$100,000.00</u>). The entire unpaid Principal Amount shall be due and payable on October 31, 2011 (the "Maturity Date") or earlier in accordance with Section 5 hereof, and payment shall be made to Holder at ______.

4. <u>Amount and Payment of Interest</u>. This Note shall bear interest ("Interest") on the unpaid Principal Amount at the flat rate of 1.75% per quarter, and shall be due and payable on the September 30, 2010, December 31, 2010, March 31, 2011, June 30, 2011, and August 3, 2011 or earlier in accordance with Section 5 hereof.

5. <u>Manner and Place of Payment.</u> Payments of the Principal Amount and Interest shall be made in lawful money of the United States of America and are payable at the principal office of the Holder or at such other place as the Holder hereof shall have designated to the Company in writing. At the option of the Company, payments may be made by check mailed to the Holder, or by bank wire transfer. This Note may be prepaid at any time, without fault or penalty.

6. <u>Events of Default</u>. The following shall each constitute an "Event of Default" under this Note: (i) default in the payment when due of an installment of Principal Amount or Interest under this Note and such default shall continue for a period of ten (10) days; (ii) any default under this Note and such default shall continue for a period of thirty (30) days after written notice thereof; and (iii) any of the following events of bankruptcy or insolvency: (A) the Company shall file a voluntary bankruptcy or reorganization petition under the provisions of the Federal Bankruptcy Act, any other bankruptcy or insolvency law or any other similar statute applicable to the Company ("Bankruptcy Laws"), (B) the Company shall consent to the filing of any bankruptcy or reorganization petition against it under any Bankruptcy Law, (C) the Company shall file a petition or answer or consent seeking relief or assisting in seeking relief for the Company in a proceeding under any Bankruptcy Law or any answer admitting the material allegations of a petition filed against it in such a proceeding, (D) the Company or its managers and Class A Members shall take action looking to the dissolution or liquidation of the Company, (E) the Company shall make an assignment for the benefit of its creditors, (F) the Company shall admit in writing its inability to pay its debts generally as they become due, (G) the Company shall consent to the appointment of a receiver, trustee, or liquidator of it or of any substantial part of its property, (H) by the order of a court of competent jurisdiction, a receiver, liquidator or trustee of the Company or of any substantial part of its property shall be appointed and such receiver, liquidator or trustee shall not have been discharged within a period of sixty (60) days, (I) by decree of such a court, the Company shall be adjudicated bankrupt or insolvent or any substantial part of the property of the Company shall have been sequestered and such decree shall have continued undischarged and unstayed for a period of sixty (60) days after the entry thereof, or (J) an involuntary bankruptcy reorganization petition pursuant to any Bankruptcy Law shall be filed against the Company (and, in the case of any such petition filed pursuant to any provision of a statute which requires the approval of such petition by a court, shall be approved by such a court) and shall not be dismissed within sixty (60) days after such filing.

7. <u>Demand Upon Event of Default</u>. Upon the occurrence of an Event of Default specified in Section 5above, all unpaid Interest and the then unpaid Principal Amount of this Note shall, at the option of the Holder, become immediately due and payable, without further presentment, notice or demand for payment.

8. <u>Expenses of Enforcement</u>. The Company agrees to pay all reasonable costs and expenses, including without limitation reasonable attorneys' fees, as a court of competent jurisdiction shall award, which the Holder shall incur in connection with any legal action or legal proceeding commenced for the collection of this Note or the exercise, preservation or enforcement of the Holder's rights and remedies hereunder.

9. <u>Cumulative Rights and Remedies</u>. All rights and remedies of the Holder under this Note shall be cumulative and not alternative and shall be in addition to all rights and remedies available to the Holder under applicable law.

10. <u>Governing Law</u>. This Note will be governed by and construed in accordance with the laws of Colorado applicable to promissory notes made and payable in Colorado without regard to any conflict of law provisions. Exclusive jurisdiction and venue over any legal action brought by any of the parties hereto relating in any way to the terms of this Note shall reside in the state and federal courts located in Jefferson County, Colorado, and Company hereby consents to such exclusive jurisdiction and venue. If any provision of this Note or any security for this Note is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Note or any security for this Note.

11. <u>Relationship</u>. The relationship of the parties hereto is that of borrower and lender and it is expressly understood and agreed that nothing contained in this Note or in any security for this Note shall be interpreted or construed to make Borrower and Lender/ Holder partners, joint venturers or participants in any other legal relationship except that of borrower and lender.

12. <u>Presentment</u>. Borrower and any subsequent endorser or guarantor waives presentment for payment, notice of nonpayment or demand, notice of protest, protest and notice of dishonor, bringing of suit, lack of diligence or delays in collection or enforcement of this Note and notice of the intention to accelerate, the release of any party liable, the release of any security for this Note, the taking of any additional security and any other indulgence or forbearance.

13. <u>Notice</u>. Unless applicable law requires a different method, any notice that must be given to Company under this Note will be given by delivering it or by mailing it by first class mail to Company at the address set forth in Paragraph 1 above or at a different address if Company gives the Holder a notice of a different address. Any notice that must be given to the Holder under this Note will be given by delivering it or by mailing it by first class mail to the Holder at the address stated in Paragraph 2 above or at a different address if Company is given a notice of that different address.

14. <u>Entire Agreement</u>. This Note and the documents and papers executed in accordance therewith constitute the entire transaction between the parties hereto, and there have been no representations, warranties, covenants, or conditions except those specified in such documents and in the documents and papers executed in accordance therewith.

14. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one and the same instrument.

15. <u>Capacity to Execute</u>. By affixing his signature hereto, Billy Epperhart represents and warrants that he has the capacity to execute this Note on behalf of the Company, and that execution of this Note does not breach any existing contract, agreement, promissory note, or other obligation of the Company.

IN WITNESS WHEREOF, the Company has caused this Note to be executed and delivered at Littleton, Colorado by its duly authorized officer as of the day and year first above written.

TRICORD GLOBAL FUND a Colorado corporation

By:

Billy Epperhart, President