



# Secured Short-Term Loan Agreement

**THIS SECURED SHORT-TERM LOAN AGREEMENT** (as amended, modified or supplemented from time to time, this "Agreement"), dated as of the Effective Date (as defined in Exhibit A), by and between Lender (as defined in Exhibit A) (the "Lender"), and Borrower (as defined in Exhibit A) (the "Borrower"), recites and provides:

## Recitals

Subject to the terms of this Agreement, Lender agrees to make a loan (the "Loan") to Borrower, as more particularly described herein, for the support of regenerative agriculture by extending commercial loans to entities that practice the foregoing. Lender and Borrower agree that the Loan shall be made on the following terms, covenants, and conditions.

## Agreement

ACCORDINGLY, for and in consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lender and Borrower agree as follows:

## SECTION 1: THE LOAN

**1.1 The Loan.** For the purpose set forth in the Recitals, Lender shall advance to Borrower the Principal Amount (as defined in Exhibit A). The Loan shall be evidenced by a Short-Term Non-Negotiable Promissory Note of even date herewith made by Borrower payable to the order of Lender in the form set forth as Exhibit B hereto (as the same may be amended, renewed, restated, modified, supplemented or substituted from time to time, the "Note").

**1.2 Security Agreement.** The Loan shall be fully secured by that certain Master Security Agreement, attached hereto (the "Master Security Agreement") covering Borrower's loan book, accounts receivable, bank accounts, as well as other assets. Borrower hereby appoints Steward Lending LLC as Collateral Agent for the purposes of and pursuant to the terms of the Master Security Agreement. A copy of the Master Security Agreement is attached as Exhibit C.

**1.3 Interest Rate.** Interest shall be payable on the Loan at the rate and in the manner provided in Exhibit A.

**1.4 Payments, Term and Termination.** This Loan will be repayable in accordance with the Payment Schedule (as defined in Exhibit A) throughout the Term (as defined in Exhibit A). Except as otherwise provided herein, this Agreement shall terminate upon payment in full of Borrower's obligations to Lender.

**1.5 Early Termination by Lender.** At any time prior to the end of the Term, Lender may terminate this Agreement and request early repayment upon notice to the Borrower via the Steward Platform (the “Early Termination Provision”) after the Early Termination Notice Period (as defined in Exhibit A). Upon exercise of the Early Termination Provision, the Principal Amount of the Loan then outstanding, together with any interest accrued thereon due and payable through the end of the Early Termination Notice Period, shall be due and payable by Borrower to Lender.

**1.6 Non-Transferable.** Lender may not assign or otherwise transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, other than by will or by the applicable laws of descent and distribution, and shall not be subject to execution, attachment, or similar process. Lenders’ rights and obligations under this Agreement shall be exercisable during the Lender’s lifetime only by the Lender or his guardian or legal representative. Upon any attempt to transfer, assign, pledge, hypothecate, or otherwise dispose of the Lender’s rights or obligation under this Agreement, contrary to the provisions hereof, the Lender’s rights and privileges conferred by this Agreement shall immediately become null and void.

## SECTION 2: CONDITIONS; COVENANTS; AND REPRESENTATIONS AND WARRANTIES

**2.1 Conditions Precedent to Disbursement and Ongoing Covenants.** In addition to any other conditions stated in this Agreement or the Note, the following must be satisfied prior to Lender making the Loan contemplated under this Agreement and Borrower shall comply with the following covenants:

**A. Loan Documents and Other Documents.** Receipt by Lender of appropriately completed and duly executed electronic originals of this Agreement, the Note, and the Master Security Agreement.

**B. No Default.** No event shall have occurred and be continuing that constitutes an Event of Default or, with the giving of notice and/or the lapse of time, could constitute an Event of Default.

**C. Representations.** All representations and warranties and statements contained in this Agreement, the Note, the Master Security Agreement, shall be true and correct in every material respect.

**D. Satisfactory Documents.** All documents delivered pursuant to this Agreement, the Note, the Master Security Agreement or otherwise in connection with the Loan must be in form and substance satisfactory to Lender.

**2.2 Representations and Warranties.** Borrower is in compliance with respect to any and all applicable law, and the execution and delivery of any of the documents related in any way to the Loan will not conflict with or result in the breach of any contract, agreement or other instrument or any such regulation, order, writ, injunction or decree. Borrower further represents and warrants as follows:

**A. Borrower's Existence.** Borrower is a limited liability company duly organized, legally existing under the laws of the State of New York and is duly qualified in all jurisdictions wherein the business it transacts makes such qualification necessary.

**B. Borrower's Power and Authorization.** The Borrower is duly authorized and empowered to execute, deliver and perform this Agreement, the Note and all other documents executed by it in connection with the Loan (the "Loan Documents"). All actions of Borrower requisite for the due creation and execution of this Agreement, the Note and all other Loan Documents executed have been duly and effectively taken.

**C. Binding Obligations.** This Agreement, the Note and the other Loan Documents constitute valid and binding obligations of Borrower enforceable in accordance with their terms (except that enforcement may be subject to any applicable bankruptcy, insolvency or similar laws generally affecting the enforcement of creditors' rights).

**D. No Legal Bar or Resultant Lien.** This Agreement, the Note and the other Loan Documents do not and will not violate any provisions of Borrower's articles of organization, operating agreement or other governing document, will not violate any contract, agreement, law, regulation, order, injunction, judgment, decree or writ to which the Borrower is subject, and will not result in the creation or imposition of any lien upon any property of Borrower.

**E. No Consent.** The Borrower's execution, delivery and performance of this Agreement, the Note and the other Loan Documents do not require the consent or approval of any other party, including without limitation any regulatory authority or governmental body of the United States or any state thereof or any political subdivision of the United States or any state thereof, except for such consents that have been duly and validly obtained on or prior to the date hereof and remain in full force and effect.

**F. Financial Condition.** Any documentation of Borrower and any affiliates made available to Lender fairly and accurately presents the financial condition of the parties for whom such statements are submitted and the financial statements of Borrower, and any affiliates have been prepared in accordance with generally accepted accounting principles throughout the periods involved, and there are no contingent liabilities not disclosed thereby which would adversely and materially affect the financial condition of such party. There has been no material adverse change in the assets, liabilities, or financial condition of Borrower, or any affiliates that has not been disclosed to the Lender. No event has occurred (including, without limitation, any litigation or administrative proceedings) and no condition exists or, to the knowledge of Borrower, and any affiliates, is threatened, which (i) might render the Borrower, or any affiliates unable to perform their obligations under this Agreement, the Note or the other Loan Documents, or (ii) would constitute an Event of Default hereunder, or (iii) might adversely and materially affect the financial condition of Borrower, or any affiliates or the validity or priority of the lien established under the Loan Documents.

**G. Taxes and Governmental Charges.** The Borrower has filed all tax returns and reports required to be filed and has paid all taxes, assessments, fees and other governmental charges levied upon them or upon their respective property or income which are due and payable, including interest and penalties, or have provided adequate reserves for the payment thereof.

**H. Defaults.** The Borrower is not in default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Borrower is a party or by which it is bound.

**I. Commercial Purposes.** Borrower intends to use the proceeds of the Loan solely for purposes set forth in 15 USC 1603(1), being credit transactions involving extensions of credit primarily for agricultural purposes so that the obligation evidenced by this Note is an exempted transaction under the Truth in Lending Act, as amended.

**2.3 Affirmative Covenants.** Borrower covenants and agrees with Lender that, so long as this

Agreement remains in effect, Borrower will:

**A. Material Adverse Changes and Litigation.** Promptly inform Lender in writing of (i) all material adverse changes in the financial condition of Borrower and (ii) all litigation and claims and all threatened litigation and claims affecting Borrower which could materially affect the financial condition of Borrower.

**B. Financial Records.** Maintain its books and records in accordance with generally accepted accounting principles and permit Lender to examine Borrower's books and records at all reasonable times.

**C. Financial Reports.** Prepare all financial statements and reports required to be provided under this Agreement in accordance with generally accepted accounting principles, and each statement and report shall be certified as being true and correct to the best knowledge and belief by Borrower's chief financial officer or other suitable officer.

**D. Annual Financial Statements.** Without demand or request by Lender, publish on its website, as soon as available, but in no event later than one hundred and twenty (120) days after the end of each fiscal year, Borrower's fiscal year-end financial statements (including balance sheet and income statement and a statement of cash flows), prepared and certified as correct to the best knowledge and belief by Borrower's chief financial officer or other suitable officer.

**E. Quarterly Financial Statements.** Without demand or request by Lender, publish on its website, as soon as available, but in no event later than thirty (30) days after the end of each calendar quarter, Borrower's quarter-end financial statements (including balance sheet and income statement) for the prior quarter, prepared and certified as correct to the best knowledge and belief by Borrower's chief financial officer or other suitable officer.

**F. Tax Returns.** Without demand or request by Lender, within thirty (30) days after the filing, make available on its website copies of the federal tax returns for the prior year filed by Borrower with all schedules and supporting documentation.

**G. Additional Information.** Furnish such additional information, statements, lists of assets and liabilities, tax returns, and other reports with respect to the financial condition and business operations of Borrower as Lender may reasonably request from time to time.

**H. Taxes, Charges and Liens.** Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower and all lawful claims that, if unpaid, might become a lien or charge upon any of the assets, income, or profits of Borrower. Provided, however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (i) the legality of the same shall be contested in good faith by appropriate proceedings, and (ii) Borrower shall have established on its books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with generally accepted accounting principles.

**I. Operations.** Substantially maintain its present executive and management personnel (other than changes of present executive and management personnel following their resignation or termination); conduct its business affairs in a reasonable and prudent manner and in material compliance with all applicable federal, state and local laws, ordinances, rules and regulations respecting its properties, charters, businesses and operations.

**J. Indemnification and Release.** Borrower shall indemnify, defend and hold Lender and Lender's successors and assigns harmless from and against all loss, claims and damages arising from any breach of any warranty or representation hereunder. Borrower hereby releases and exculpates Lender, its officers, employees and designees, from any liability arising from any acts under this

Agreement, the Note, or the other Loan Documents, or in furtherance thereof whether of omission or commission, and whether based upon any error of judgment or mistake of law or fact, except for willful misconduct. In no event will Lender have any liability to Borrower for lost profits or other special or consequential damages. The provisions of this paragraph shall survive the termination of this Agreement and the payment in full of the Obligations.

**2.4 Negative Covenants.** Borrower covenants and agrees with Lender that as long as this Agreement remains in effect Borrower shall not, without the prior written consent of Lender:

**A. Continuity of Operations.** (i) Engage in any business activities substantially different than those in which Borrower is presently engaged, (ii) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, whether or not Borrower is the surviving entity, or (iii) dissolve or transfer or sell any assets out of the ordinary course of business.

**B. Loans, Acquisitions and Guaranties.** (i) Loan, invest in or advance money or assets other than in the ordinary course of Borrower's business, (ii) purchase, create or acquire any interest in any other enterprise or entity, or (iii) incur any obligation as surety or guarantor other than in the ordinary course of business.

## SECTION THREE: DEFAULT AND REMEDIES

**3.1 Events of Default.** Each of the following shall constitute an "Event of Default" under this Agreement:

**A. Failure to Pay.** Borrower failing to make any payment owing to Lender under the terms of this Agreement or the Note within five (5) days after receipt of a notice by Lender that such payment is owed;

**B. Failure to Observe Covenants.** Except as otherwise expressly provided in this Agreement or in the Note, Borrower failing to perform or observe any term, covenant, warranty or agreement contained in this Agreement or in the Note and continuing for a period of thirty (30) days after written notice of such failure has been given to Borrower by Lender;

**C. Defaults under Note.** Failure to cure an Event of Default under the Note within any applicable notice, grace and/or cure period;

**D. Breach of Representation.** Discovery that any representation or warranty made or deemed made by Borrower in this Agreement or in the Note, or any statement or representation made in any certificate, report or opinion delivered pursuant to this Agreement or the Note or in connection with any borrowing under this Agreement by Borrower, was materially untrue when made or deemed made;

**E. Other Defaults in Favor of Lender.** Borrower's default under any other loan, extension of credit, security agreement, or obligation in favor of Lender, after lapse of any applicable notice and curative period (if any);

**F. Default in Favor of Third Parties.** Borrower's default under any loan, extension of credit, security agreement, or any other agreement, in favor of any other creditor or person that may materially affect Borrower's ability to perform their respective obligations under this Agreement or pertaining to the Obligations;

**G. Insolvency.** Suspension, insolvency, or other failure of Borrower or its business, however evidenced;

**H. Readjustment of Obligations.** Commencement of proceedings for readjustment of indebtedness, reorganization, bankruptcy, composition or extension under any insolvency law brought by or against Borrower;

**I. Assignment for Benefit of Creditors.** Borrower filing proceedings for a respite or making a general assignment for the benefit of creditors;

**J. Receivership.** Application for or appointment of a receiver of all or any part of Borrower's assets be applied for or appointed;

**K. Dissolution Proceedings.** Commencement of proceedings for the dissolution or appointment of a liquidator of Borrower.

**3.2 Remedies.** Upon the occurrence and during the continuance of an Event of Default that continues beyond the expiration of any applicable notice, grace and/or cure period (a) Lender, at its option, by written notice to Borrower, may declare all indebtedness to Lender under this Agreement and the Note to be immediately due and payable, whether such indebtedness was incurred prior to, contemporaneous with or subsequent to the date of this Agreement, without presentment, demand, protest or further notice of any kind, (b) all commitments and obligations of Lender under this Agreement or any other agreement will terminate, and (c) Lender may exercise all rights and remedies available to it under this Agreement, the Note and applicable law. No failure or delay by Lender in exercising any power or right will operate as a waiver of such power or right, nor will any single or partial exercise of any power or right preclude any other future exercise of such power or right, or the exercise of any other power or right.

If any Event of Default shall occur, Lender shall have the additional right, at its sole option, to file an appropriate collection action against Borrower. Borrower further agrees that Lender's remedies shall be cumulative in nature and nothing under this Agreement or otherwise, shall be construed as to limit or restrict the options and remedies available to Lender following any event of default under this Agreement or otherwise.

Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and to exercise its rights and remedies.

## SECTION FOUR: MISCELLANEOUS

**4.1 Defined Terms.** All meanings assigned to defined terms in this Agreement shall be applicable to the singular and plural forms of the terms defined.

**4.2 Notices.** All notices sent in connection with this Agreement shall be given in writing and are to be provided electronically to the addresses set forth below.

**If to Borrower:** Borrower Contact Information (as defined in Exhibit A)

**If to Lender:** Lender Contact Information (as defined in Exhibit A)

All such notices and other communications shall be deemed given and effective on actual receipt of the electronically sent notice or twenty-four (24) hours after the time the notice is sent to you, whichever occurs earlier. Notice of change of address may be given at any time and shall be sent in the manner set forth in this Section 4.2.

**4.3 Successors and Assigns.** This Agreement will be binding on and inure to the benefit of Lender and Borrower and their respective successors, assigns, personal representatives, executors and administrators; provided, however, that Lender may not assign or transfer its rights under this Agreement.

**4.4 Entire Agreement.** Except for the Note and the Master Security Agreement, this Agreement represents the entire agreement between Lender and Borrower, supersedes all prior agreements and may be modified only by an agreement in writing.

**4.5 Survival.** All agreements, covenants, representations and warranties made in this Agreement and all other provisions of this Agreement will survive the delivery of this Agreement and the Note and the making of the advances under this Agreement and will remain in full force and effect until the indebtedness of Borrower under this Agreement and the Note is fully repaid or discharged and Lender has no further obligations to make any advances under the Loan.

**4.6 Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without reference to conflicts of law principles.

**4.7 Headings.** Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

**4.8 Third Party Beneficiary.** The parties do not intend the benefits of this Agreement or the Note to inure to any third party.

**4.9 Waiver of Jury Trial.** THE PARTIES, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY TORT ACTION, BROUGHT BY EITHER PARTY HERETO WITH RESPECT TO THIS AGREEMENT OR THE NOTE. THE PARTIES MAY FILE A COPY OF THIS WAIVER WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF THE PARTIES: (1) TO WAIVE RIGHT TO TRIAL BY JURY AND (2) THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN BORROWER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

**4.10 Waiver.** The rights of Lender under this Agreement and the Note shall be in addition to all other rights provided by law. No waiver of any provision of this Agreement, or the Note, shall be effective unless in writing, and no waiver shall extend beyond the particular purpose involved. No waiver in any one case shall require Lender to give any subsequent waivers. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any obligations of Borrower to any future transactions.

**4.11 Severability.** If any provision of this Agreement or the Note is held to be void, invalid, illegal or unenforceable in any respect, such provision shall be fully severable and this Agreement or the Note, as applicable, shall be construed as if the void, invalid, illegal or unenforceable provision were not included in this Agreement or in the Note, as applicable.

**4.12 No Setoffs.** With respect to a monetary default claimed by Lender under this Agreement or the Note, no setoff, claim, counterclaim, reduction or diminution of any obligation or defense of any kind or nature that Borrower has or may have against Lender shall be available against Lender in any action, suit or proceeding brought by Lender to enforce this Agreement or the Note. The foregoing shall not be construed as a waiver by Borrower of any such rights or claims against Lender, but any recovery upon any such rights or claims shall be had from Lender separately, it being the intent of this Agreement and the Note that Borrower shall be obligated to pay, absolutely and unconditionally, all amounts due under this Agreement and the Note.

**4.13 Counterparts.** This Agreement may be executed electronically for the convenience of the parties in several counterparts, and each of which is to be deemed to complete in and of itself, and any one of which may be introduced in evidence or used for any other purpose without the production of the other counterparts thereof.

**4.14 Consent to Jurisdiction.** The parties to this Agreement hereby consent to and submit to the exclusive jurisdiction and venue of any state or federal court sitting in the State of New York, United States of America, with respect to any legal action or proceeding arising with respect to this Agreement and waive all objections to such jurisdiction and venue.

**4.15 Relationship Between the Parties.** The relationship between Lender and Borrower shall be solely that of lender and borrower and such relationship shall not, under any circumstances whatsoever, be construed to be a joint venture, joint adventure, or partnership. All obligations of Lender to make advances hereunder are imposed solely and exclusively for the benefit of Lender and its assigns. No other person shall have standing to require satisfaction of such condition or be entitled to assume that Lender will refuse to make the advance in the absence of strict compliance with any or all conditions thereof, and no other person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any or all of which may be freely waived, in whole or in part, by Lender at any time in its sole discretion.

**4.16. Lender Acknowledgment.** Lender acknowledges that the Loan provided hereunder is a commercial loan, and the Note are not securities for the purposes of state or federal securities laws and do not benefit from the protections of the same.



IN WITNESS WHEREOF, Borrower and Lender have caused this Agreement to be executed in their respective names under seal as of the day and year first above written.

**BORROWER:**

Steward Credit LLC dba Steward Regenerative Capital, a New York limited liability company

By: Daniel S. Miller

Name: *Daniel S. Miller*

Title: CEO of its Sole Member

Date: [INVESTMENT\_DATE]

**LENDER:**

By: *[INVESTMENT\_INVESTOR\_SIGNATURE]*

Name: [INVESTOR\_NAME]

Date: [INVESTMENT\_DATE]

# EXHIBIT A

“Borrower” or “Maker”	means	Steward Credit LLC dba Steward Regenerative Capital, a New York limited liability company
“Borrower Contact Information”	means	Steward Credit LLC dba Steward Regenerative Capital 228 Park Ave S #41153 New York, NY 10003 <a href="mailto:legal@gosteward.com">legal@gosteward.com</a> 503-868-0400
“Disbursement Schedule”	means	Lender shall advance the Principal Amount of the Loan on the Effective Date
“Early Termination Notice Period”	means	At least three (3) months’ notice, ending on the 15th of a month.
“Effective Date”	means	[EFFECTIVE_DATE]
“Interest Rate”	means	[Project_Interest_Rate_Spellout] percent ([PROJECT_INTEREST_RATE]%)
“Lender” or “Holder”	means	[INVESTOR_NAME]
“Lender Contact Information”	means	[INVESTOR_ADDRESS]
“Maturity Date”	means	[MATURITY_DATE]
“Payment Schedule”		<p>Monthly payments of interest only with principal repaid at maturity. Interest shall start to accrue on the 15th of the month following the date on which Lender’s funds are received by Borrower. The first payment shall be due on the 15th, one (1) month after interest starts accruing, and every one (1) month thereafter on the 15th of the month until maturity.</p> <p>Should Lender exercise the right to utilize the Early Termination Provision pursuant to the Agreement, the Principal balance of the Loan shall be due and payable in accordance with the Early Termination Period via the Steward Platform, along with all accrued and unpaid interest through the end of said period.</p>
“Principal Amount”	means	[INVESTMENT_AMOUNT]
“Term”	means	Nine (9) months from the Effective Date.

# EXHIBIT B

## SHORT-TERM PROMISSORY NOTE

NOTE NUMBER: [INVESTMENT\_ID]

Principal Amount: [INVESTMENT\_AMOUNT]

Date: [EFFECTIVE\_DATE]

**FOR VALUE RECEIVED**, Borrower (as defined in Exhibit A) (the "Maker"), promises to pay to the order of Lender (as defined in Exhibit A) ("Holder"), the Principal Amount, plus interest thereon and all costs, fees and expenses, to be calculated and payable as provided in this Promissory Note (this "Note").

Maker agrees to pay the principal sum of this Note plus interest thereon and all other sums due and/or payable under this Note in accordance with the following terms and conditions:

**1. Advances.** Proceeds of this Note shall be advanced in accordance with the terms and conditions of that certain Loan Agreement of even date herewith by and between the Maker and Holder (the "Loan Agreement").

**2. Interest Rate; Payments.** This Note shall bear interest, and Maker shall make payments as follows:

A. Maker shall only pay to Holder the interest on the Note. The principal of this Note will not be repaid by Maker over the term of the Note unless an Event of Default occurs or the Holder requests a return of the principal, in writing, in accordance with the Early Termination Provision.

B. Interest shall accrue on the principal balance of this Note at the Interest Rate (as defined in Exhibit A). For purposes of computing interest on the debt evidenced hereby, interest shall be calculated on the basis of a twelve (12) month calendar year applied to the actual number of months funds are outstanding.

C. Interest over the term of the Note shall be due and payable monthly in accordance with the Payment Schedule set forth in Exhibit A. Maker may at any time or from time to time make a voluntary prepayment, whether in whole or in part, of this Note, without premium or penalty.

D. The entire outstanding Obligations (as hereinafter defined) shall be due and payable in full on the Maturity Date (as defined in Exhibit A) or such earlier date in accordance with the Early Termination Provision.

E. For purposes of this Note, the term "Obligations" as used herein means the obligation to pay to Holder: (i) any and all sums due to Holder under the terms of this Note or the Loan Agreement; (ii) any indebtedness or liability that may exist or arise as a result of any payment on this Note made by or for the benefit of Maker being avoided or set aside as a preference under Sections 547 or 550 of the United States Bankruptcy Code, as amended, or any state laws governing insolvency or creditors' rights.

F. No Line of Credit. Principal amounts repaid or prepaid under this Note prior to the Maturity Date shall not be available for reborrowing hereunder.

**3. Term.** The term of this Note is defined in Exhibit A (the "Term"). Except as otherwise provided herein, this Note shall terminate upon payment in full of Maker's Obligations to Holder.

**4. Event of Default; Default Interest; Late Charge.** The occurrence of an Event of Default under the Loan Agreement shall constitute an event of default (an "Event of Default") hereunder and shall entitle Holder to exercise Holder's rights and remedies under this Note, the Loan Agreement, at law, in equity or otherwise. On the occurrence of an Event of Default: (a) the Obligations shall become immediately due and payable and Holder may accelerate and call due the unpaid principal balance of the Note, and all accrued interest and other sums due hereunder as of the date of the Event of Default; (b) Holder may exercise any rights and remedies available to Holder under the terms of the Loan Agreement, at law, in equity or otherwise; and (c) the Obligations shall bear interest at a per annum interest rate equal to the Interest Rate plus three (3%) percentage points (the "Default Rate").

**5. Prepayment.** There shall be no prepayment fee for any prepayments made under this Note. Maker may prepay all or part of the principal of this Note at any time.

**6. Method and Place of Payments; Application of Payments.** Except as otherwise specifically provided herein, all payments under this Note and the Loan Agreement shall be made to Holder on the date when due and shall be made in lawful money of the United States of America via the Steward Platform. Except as specifically set forth in this Note or the Loan Agreement, all sums payable by Maker under this Note or the Loan Agreement shall be paid without notice, demand, counterclaim (other than mandatory counterclaims), setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction.

**7. Waivers.** With respect to the amounts due pursuant to this Note or the Loan Agreement, Maker waives the following: (a) all rights of exemption of property from levy or sale under execution or other process for the collection of debts under the Constitution or laws of the United States or any State or jurisdiction thereof; and (b) demand, presentment, protest, notice of dishonor, notice of nonpayment, notice of protest, notice of intent to accelerate, notice of acceleration, suit against any party, diligence in collection of this Note, and all other requirements necessary to enforce this Note except for notices required by Governmental Authorities (as hereinafter defined) and notices required by this Note or the Loan Agreement (if any). Maker further severally agrees that discharge or release of any party who is or may be liable to Holder for the indebtedness represented hereby, or the release of any collateral directly or indirectly securing repayment hereof, shall not have the effect of releasing any other party or parties, who shall remain liable to Holder, or of releasing any other collateral that is not expressly released by Holder. Maker additionally agrees that Holder's acceptance of payment other than in accordance with the terms of this Note, or Holder's subsequent agreement to extend or modify such repayment terms, or Holder's failure or delay in exercising any rights or remedies granted to Holder, shall likewise not have the effect of releasing Maker or any other party or parties from their respective obligations to Holder, or of releasing any collateral that directly or indirectly secures repayment hereof. In addition, any failure or delay on the part of Holder to exercise any of the rights and remedies granted to Holder shall not have the effect of waiving any of Holder's rights and remedies. Any partial exercise of any rights and/or remedies granted to Holder shall furthermore not be construed as a waiver of any other rights and remedies; it being Maker's intent and agreement that Holder's rights and remedies shall be cumulative in nature. Maker further agrees that, should any default event occur or exist under this Note, any waiver or forbearance on the part of Holder to pursue the rights and remedies available to Holder, shall be binding upon Holder only to the extent that Holder specifically agrees to any such waiver or forbearance in writing. A waiver or forbearance on the part of Holder as to one default event shall not be construed as a waiver or forbearance as to any other default. For purposes of this Note, "Governmental Authorities" means national, federal, state, regional or local government, or any other political subdivision of any of the foregoing, in each case with jurisdiction over Maker, or any Person with jurisdiction over Maker. "Person" shall mean any individual, corporation, partnership, limited liability company, association, joint-stock company, trust, unincorporated organization, court or government or political subdivision or agency thereof.

**8. Usury Savings Clause.** This Note and the Loan Agreement are subject to the express condition that at no time shall Maker be obligated or required to pay interest on the Obligations at a rate which could subject Holder to either civil or criminal liability as a result of being in excess of the maximum rate of interest designated by applicable laws relating to payment of interest and usury (the "Maximum Amount"). If, by the terms of this Note or the Loan Agreement, Maker is at any time required or obligated to pay interest on the Obligations at a rate in excess of the Maximum Amount, the interest rate shall be deemed to be immediately reduced to the Maximum Amount and all previous payments in excess of the Maximum Amount shall be deemed to have been payments in reduction of principal and not on account of the interest due hereunder. All sums paid or agreed to be paid to Holder for the use, forbearance or detention of the sums due under this Note, shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term of this Note until payment in full so that the rate or amount of interest on account of this Note does not exceed the Maximum Amount from time to time in effect and applicable to this Note for so long as this Note is outstanding.

**9. Modifications; Remedies Cumulative; Setoffs.** Holder shall not by any act, delay, omission or otherwise be deemed to have modified, amended, waived, extended, discharged or terminated any of its rights or remedies, and no modification, amendment, waiver, extension, discharge or termination of any kind shall be valid unless in writing and signed by Holder and Maker. All rights and remedies of Holder under the terms of this Note and applicable statutes or rules of law shall be cumulative and may be exercised successively or concurrently. Maker agrees that there are no defenses, equities or setoffs with respect to the obligations set forth herein as of the date hereof, and to the extent any such defenses, equities or setoffs may exist, the same are hereby expressly released, forgiven, waived and forever discharged.

**10. Severability.** Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable Legal Requirements (as hereinafter defined), but if any provision of this Note shall be prohibited by or invalid under applicable Legal Requirements, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. For purposes of this Note, "Legal Requirements" means all ordinances, statutes, rules, regulations, orders, injunctions, writs, judgments or decrees of Governmental Authorities or any court or similar entity affecting the Maker, or this Note.

**11. Notices.** All notices sent in connection with this Note shall be given in accordance with the terms and conditions of the Loan Agreement.

**12. Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without reference to conflicts of law principles.

**13. Venue.** Maker and Holder hereby consent and submit to the exclusive jurisdiction and venue of any local or federal court sitting in the State of New York, United States of America, with respect to any legal action or proceeding arising with respect to this Note and waive all objections which they may have to such jurisdiction and venue.

**14. Waiver of Jury Trial.** MAKER, TO THE FULLEST EXTENT THAT IT MAY LAWFULLY DO SO, WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY TORT ACTION, BROUGHT BY EITHER PARTY HERETO WITH RESPECT TO THIS NOTE OR THE LOAN AGREEMENT. MAKER AGREES THAT THE HOLDER MAY FILE A COPY OF THIS WAIVER WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF THE MAKER: (1) TO WAIVE ITS RIGHT TO TRIAL BY JURY AND (2) THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN MAKER AND HOLDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

**15. Binding Obligation.** Maker shall not assign or otherwise transfer this Note or its hereunder without Holder's prior written consent in its sole and absolute discretion. This Note shall be binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

**16. Final Agreement.** The Secured Short-Term Loan Agreement, together with Exhibits A to C, thereto contains the final and entire agreement and understanding of the parties, and any terms and conditions not set forth in the Secured Short-Term Loan Agreement or referenced from in Exhibits A to C are not a part of this agreement and the understanding of the parties hereto.

**17. Time of Essence.** Time is of the essence to this Note.

**18. Invalidity.** If any provision or part of any provision of this Note shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or the remaining part of any effective provision of this Note and this Note shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality or unenforceability.

**19. Sales and Assignments.** Holder may not assign, sell, securitize, participate, pledge and/or otherwise transfer all or any portion of Holder's right, title and interest in, to and under this Note and/or the Loan Agreement.

**20. Commercial Purpose.** Maker represents and warrants that the loan evidenced by this Note was made and transacted solely for the purpose of carrying on a business and that the obligation evidenced by this Note is an exempted transaction under the Truth in Lending Act, as amended. Further, Maker and Holder acknowledge and agree that this Note is not a security and therefore does not benefit from the protections of state or federal securities laws.

**21. Days.** Unless otherwise stated, as reference herein, and in the Loan Agreement, "day" shall mean a calendar day. Where used herein, and in the Loan Agreement, "Business Day" means any day that is not a Saturday, a Sunday or a day on which banks under the laws of the State of New York are authorized or required to be closed.

EACH OF THE UNDERSIGNED HEREBY VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OR ANY COURT OF RECORD TO APPEAR FOR THE UNDERSIGNED AND TO CONFESS JUDGMENT AS OFTEN AS NECESSARY FOR THE PRINCIPAL AMOUNT OF THIS NOTE AND SOME OR ALL OTHER AMOUNTS DUE UNDER THIS NOTE, INCLUDING WITHOUT LIMITATION INTEREST, AND COSTS OF SUIT, AND EACH OF THE UNDERSIGNED HEREBY RELEASES ALL ERRORS OR DEFECTS IN ANY SUCH ACTION AND THE ENTRY OF ANY SUCH JUDGMENT, AND WAIVES ALL LAWS EXEMPTING REAL OR PERSONAL PROPERTY FROM EXECUTION.

IN WITNESS WHEREOF, Maker has executed this Note under seal as of the date first above written.

MAKER:

Steward Credit LLC dba Steward Regenerative Capital, a New York limited liability company

By *Daniel S. Miller*

Name: Daniel S. Miller

Title: CEO of its Sole Member

Date: [INVESTMENT\_DATE]

# EXHIBIT C

## MASTER SECURITY AGREEMENT

This MASTER SECURITY AGREEMENT (the "Agreement") is entered into as of May 15, 2021 (the "Closing Date") by and between Steward Credit LLC dba Steward Regenerative Capital ("Borrower"), and each of those lenders that from time to time have a loan outstanding to Borrower (each a "Lender" and collectively, "Lenders").

### Recitals

Borrower wishes to obtain credit from time to time from Lenders, and Lenders desire to extend credit to Borrower. This Agreement sets forth the terms on which Lenders will advance credit to Borrower, and Borrower will repay the amounts owing to Lenders.

### Agreement

The parties agree as follows:

## 1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. As used in this Agreement, all capitalized terms shall have the definitions set forth on Exhibit A. Any term used in the Uniform Commercial Code (hereinafter the "Code") and not defined herein shall have the meaning given to the term in the Code.

1.2 Accounting Terms. Any accounting term not specifically defined in Exhibit A shall be construed in accordance with GAAP and all calculations shall be made in accordance with GAAP. The term "financial statements" shall include the accompanying notes and schedules.

## 2. LOAN AND TERMS OF PAYMENT.

### 2.1 Credit Extensions.

(a) Promise to Pay. Borrower promises to pay to Lenders, in lawful money of the United States of America, the aggregate unpaid principal amount of all Loans made by Lenders to Borrower, together with interest on the unpaid principal amount of such Loans at rates in accordance with the terms hereof.

(b) Term Loans.

(i) Subject to and upon the terms and conditions of this Agreement, Lenders agree to make one (1) or more term loans to Borrower (each a "Term Loan" and collectively the "Term Loans"). Borrower may request Term Loans at any time from the date hereof. The proceeds of the Term Loans shall be used for specific commercial purposes, namely for the support of regenerative agriculture by extending commercial loans to entities that practice the foregoing, as defined by the Short-Term Loan Agreement executed between Borrower and Lender.

(ii) Interest shall accrue from the date of each Term Loan at the Interest Rate (as defined in Exhibit A), and shall be payable monthly, continuing on the same day of each month thereafter. At the end of the Term, on the Maturity Date (as defined in Exhibit A), the principal of the Term Loan plus all accrued interest, if any, shall be immediately due and payable to the Lender. Term Loans, once

repaid, may not be reborrowed. Borrower may prepay any Term Loan without penalty or premium.

## **2.2 Interest Rates, Payments, and Calculations.**

(a) Interest Rate for Term Loans. The Term Loans shall bear interest, on the outstanding balance thereof, at the Interest Rate.

(b) Default Rate. All Obligations shall bear interest, from and after the occurrence and during the continuance of an Event of Default, at a rate equal to three (3%) percentage points above the Interest Rate applicable immediately prior to the occurrence of the Event of Default.

(c) Payments. Borrower shall pay all interest due on Term Loans to Lenders' respective Steward Wallets available through their Steward Account on [www.gosteward.com](http://www.gosteward.com).

**2.3 Term.** This Agreement shall become effective on the Closing Date and, subject to Section 12.7, shall continue in full force and effect for so long as any Obligations remain outstanding. Upon termination of this Agreement and written confirmation that all Obligations have been paid in full, all security interests granted pursuant to this Agreement shall terminate, and at such time Lender shall take such actions reasonably requested by Borrower to evidence the termination of the Obligations.

## **3. CONDITIONS OF LOANS.**

**3.1 Conditions Precedent to Closing.** The agreement of Lender to enter into this Agreement on the Closing Date is subject to the condition precedent that Lender shall have received, in form and substance satisfactory to Lender, each of the following items and completed each of the following requirements:

(a) this Agreement;

(b) an officer's certificate of Borrower with respect to incumbency and resolutions authorizing the execution and delivery of this Agreement;

(c) a financing statement (Form UCC-1);

(d) current SOS Reports indicating there are no other security interests or Liens of record in the Collateral;

(e) current financial statements for Borrower's most recently ended fiscal year, company prepared consolidated and consolidating balance sheets, income statements and statements of cash flows for the most recently ended month in accordance with Section 6.2;

(f) current Compliance Certificate in accordance with Section 6.2;

**3.2 Conditions Precedent to all Term Loans.** The obligation of Lender to make each Term Loan, including the initial Term Loan, is contingent upon Borrower's compliance with Section 3.1 above, and is further subject to the following conditions:

(a) receipt by Lender of the Loan Documents as provided in Section 2.1;

(c) the representations and warranties contained in Section 5 shall be true and correct in all material respects on the effective date of each Term Loan as though made at and as of each such date, and no Event of Default shall have occurred and be continuing, or would exist after giving effect to such Term Loan (provided, however, that those representations and warranties expressly referring to another date shall be true, correct and complete in all material respects as of such



date). The making of each Term Loan shall be deemed to be a representation and warranty by Borrower on the date of such Term Loan as to the accuracy of the facts referred to in this Section 3.2.

## 4. CREATION OF SECURITY INTEREST.

**4.1 Grant of Security Interest.** Borrower grants and pledges to Lender a continuing security interest in the Collateral to secure prompt repayment of any and all Obligations and to secure prompt performance by Borrower of each of its covenants and duties under the Loan Documents. Such security interest constitutes a valid, first priority security interest in the presently existing Collateral, and will constitute a valid, first priority security interest in later-acquired Collateral. Notwithstanding any termination of this Agreement or of any filings undertaken related to Lender's rights under the Code, Lender's Lien on the Collateral shall remain in effect for so long as any Obligations are outstanding.

**4.2 Perfection of Security Interest.** Lender authorizes Borrower to file at any time financing statements, continuation statements, and amendments thereto that (i) either specifically describe the Collateral or describe the Collateral as all assets of Borrower of the kind pledged hereunder, and (ii) contain any other information required by the Code for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, including whether Borrower is an organization, the type of organization and any organizational identification number issued to Borrower, if applicable. Borrower shall take such other actions as Lender requests to perfect its security interests granted under this Agreement.

**4.3 Pledge of Collateral.** Borrower hereby pledges, assigns and grants to Lenders a security interest in all notes, accounts receivable, bank accounts, and cash as security for the performance of the Obligations (the "Collateral").

## 5. REPRESENTATIONS AND WARRANTIES.

Borrower represents and warrants as follows:

**5.1 Due Organization and Qualification.** Borrower is an entity duly existing under the laws of the state in which it is organized and qualified and licensed to do business in any state in which the conduct of its business, except where the failure to do so would not reasonably be expected to cause a Material Adverse Effect.

**5.2 Due Authorization; No Conflict.** The execution, delivery, and performance of the Loan Documents are within Borrower's powers, have been duly authorized, and are not in conflict with nor constitute a breach of any provision contained in Borrower's Certificate of Formation or Operating Agreement, nor will they constitute an event of default under any material agreement by which Borrower is bound. Borrower is not in default under any agreement by which it is bound, except to the extent such default would not reasonably be expected to cause a Material Adverse Effect.

**5.3 Collateral.** Borrower has rights in, or the power to transfer the Collateral, and its title to the Collateral is free and clear of Liens, adverse claims, and restrictions on transfer or pledge.

**5.4 Name.** Borrower's exact legal name is as set forth in the first paragraph of this Agreement.

**5.5 Litigation.** There are no actions or proceedings pending by or against Borrower before any court or administrative agency in which a likely adverse decision would reasonably be expected to have a Material Adverse Effect.

**5.6 No Material Adverse Change in Financial Statements.** All consolidated and consolidating financial statements related to Borrower that are delivered by Borrower to Lender fairly present in all material respects Borrower's consolidated and consolidating financial condition as of the date thereof and Borrower's consolidated and consolidating results of operations for the period then ended. There has not been a material adverse change in the consolidated or in the consolidating financial condition of Borrower since the date of the most recent of such financial statements submitted to Lender.

**5.7 Solvency, Payment of Debts.** Borrower is able to pay its debts as they mature.

**5.8 Compliance with Laws and Regulations.** Borrower has not violated any statutes, laws, ordinances or rules applicable to it, the violation of which would reasonably be expected to have a Material Adverse Effect. Borrower has filed or caused to be filed all tax returns required to be filed, and has paid, or has made adequate provision for the payment of, all taxes reflected therein except those being contested in good faith with adequate reserves under GAAP or where the failure to file such returns or pay such taxes would not reasonably be expected to have a Material Adverse Effect.

**5.9 Government Consents.** Borrower has obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all governmental authorities that are necessary for the continued operation of Borrower's business as currently conducted, except where the failure to do so would not reasonably be expected to cause a Material Adverse Effect.

**5.10 Full Disclosure.** No representation, warranty or other statement made by Borrower in any certificate or written statement furnished to Lender taken together with all such certificates and written statements furnished to Lender contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained in such certificates or statements not misleading in light of the circumstances in which they were made, it being recognized by Lender that the projections and forecasts provided by Borrower in good faith and based upon reasonable assumptions are not to be viewed as facts and that actual results during the period or periods covered by any such projections and forecasts may differ from the projected or forecasted results.

## 6. AFFIRMATIVE COVENANTS.

Borrower covenants that, until payment in full of all outstanding Obligations, and for so long as Lender may have any commitment to make a Term Loan hereunder, Borrower shall do all of the following:

**6.1 Good Standing and Government Compliance.** Borrower shall maintain its corporate existence and good standing in its state of formation, shall maintain qualification and good standing in each other jurisdiction in which the failure to so qualify would reasonably be expected to have a Material Adverse Effect. Borrower shall comply with all statutes, laws, ordinances and government rules and regulations to which it is subject, and shall maintain in force all licenses, approvals and agreements, the loss of which or failure to comply with which would reasonably be expected to have a Material Adverse Effect.

**6.2 Financial Statements, Reports, Certificates.** Borrower shall deliver to Lender: (i) as soon as available, but in any event within 30 days after the end of each calendar quarter, a company prepared consolidated and consolidating balance sheet, income statement and statement of cash flows covering Borrower's operations during such period, in a form reasonably acceptable to Lender and certified by a Responsible Officer; (ii) as soon as available, but in any event within 120 days after the end of Borrower's fiscal year, consolidated and consolidating financial statements of

Borrower prepared in accordance with GAAP, consistently applied; and (iv) promptly upon receipt of notice thereof, a report of any legal actions pending or threatened against Borrower that could reasonably be expected to result in damages or costs to Borrower of \$250,000 or more.

(b) As soon as possible and in any event within five (5) calendar days after becoming aware of the occurrence or existence of an Event of Default hereunder, a written statement of a Responsible Officer setting forth details of the Event of Default, and the action which Borrower has taken or proposes to take with respect thereto.

(c) Borrower's books will be published and available online for inspection by Lender. Lenders may make copies thereof and use that information to check, test, inspect, audit and appraise the Collateral at Lender's expense in order to verify Borrower's financial condition or the amount, condition of, or any other matter relating to, the Collateral.

Borrower may deliver to Lender on an electronic basis any certificates, reports or information required pursuant to this Section 6.2, and Lender shall be entitled to rely on the information contained in the electronic files, provided that Lender in good faith believes that the files were delivered by a Responsible Officer. Borrower shall include a submission date on any certificates and reports to be delivered electronically.

**6.3 Taxes.** Borrower shall make due and timely payment or deposit of all material federal, state, and local taxes, assessments, or contributions required of it by law, and will execute and deliver to Lender, on demand, proof satisfactory to Lender indicating that Borrower has made such payments or deposits and any appropriate certificates attesting to the payment or deposit thereof; provided that Borrower need not make any payment if the amount or validity of such payment is contested in good faith by appropriate proceedings and is reserved against (to the extent required by GAAP) by Borrower.

**6.4 Insurance.** Borrower, at its expense, shall maintain liability and other insurance, in each case in as ordinarily insured against by other owners in businesses similar to Borrower's.

**6.5 Accounts.** Borrower shall maintain all deposits with an FDIC regulated bank.

**6.6 Further Assurances.** At any time and from time to time Borrower shall execute and deliver such further instruments and take such further action as may reasonably be requested by Lender to effect the purposes of this Agreement.

## 7. NEGATIVE COVENANTS.

Borrower covenants and agrees that, so long as any loan hereunder shall be available and until the outstanding Obligations are paid in full, or for so long as Lender may have any commitment to make any Term Loan, Borrower will not do any of the following without Lender's prior written consent, which shall not be unreasonably withheld:

**7.1 Dispositions.** Convey, sell, transfer or otherwise dispose of (collectively, to "Transfer") all or any part of its Term Loans.

**7.2 Change in Business; Change in Fiscal Year; Change in Control.** Take action to liquidate, wind up, or otherwise cease to conduct business in the ordinary course; engage in any business other than or reasonably related or incidental to the businesses currently engaged in by such Borrower; change its fiscal year end; have a Change in Control.

**7.3 Mergers or Acquisitions.** Merge or consolidate with or into any other business organization or acquire all or substantially all of the capital stock or property of another Person except where (a) each of the following conditions is applicable: (i) the consideration paid in connection with such

transactions (including assumption of liabilities) does not in the aggregate exceed \$500,000 during any fiscal year, (ii) no Event of Default has occurred, is continuing or would exist after giving effect to such transactions, (iii) such transactions do not result in a Change in Control, and (iv) such Borrower is the surviving entity; or (b) the Obligations are repaid in full concurrently with the closing of any merger or consolidation of such Borrower in which such Borrower is not the surviving entity; provided, however, that such Borrower shall not, without Lenders' prior written consent, enter into any binding contractual arrangement with any Person to attempt to facilitate a merger or acquisition of such Borrower, unless (i) no Event of Default exists when such agreement is entered into by such Borrower, (ii) such agreement does not give such Person the right to claim any fee, payment or damages from any parties, other than from such Borrower, in connection with a sale of such Borrower's stock or assets pursuant to or resulting from an assignment for the benefit of creditors, an asset turnover to such Borrower's creditors (including, without limitation, Lenders), foreclosure, bankruptcy or similar liquidation, and (iii) such Borrower notifies Lenders in advance of entering into such an agreement (provided, the failure to give such notification shall not be deemed a material breach of this Agreement).

**7.4 Indebtedness.** Create, incur, assume, guarantee or be or remain liable with respect to any Indebtedness, or prepay any Indebtedness or take any actions which impose on Borrower an obligation to prepay any Indebtedness, except (a) Indebtedness to Lenders or (b) Subordinated Debt.

**7.5 Encumbrances.** Create, incur, assume or allow any Lien with respect to its assets, or assign or otherwise convey any right to receive income, or covenant to any other Person that such Borrower in the future will refrain from creating, incurring, assuming or allowing any Lien with respect to any of such Borrower's assets.

**7.6 Transactions with Affiliates.** Directly or indirectly enter into or permit to exist any material transaction with any Affiliate of such Borrower except for transactions that are in the ordinary course of such Borrower's business, upon fair and reasonable terms that are no less favorable to such Borrower than would be obtained in an arm's length transaction with a non-affiliated Person.

**7.7 Subordinated Debt.** Make any payment in respect of any Subordinated Debt, except in compliance with the terms of such Subordinated Debt, or amend any provision affecting Lenders' rights contained in any documentation relating to the Subordinated Debt without Lenders' prior written consent.

## 8. EVENTS OF DEFAULT.

Any one or more of the following events shall constitute an Event of Default by Borrower under this Agreement:

**8.1 Payment Default.** Borrower's failure to pay any of the Obligations when due;

**8.2 Covenant Default.**

(a) Borrower's failure to perform any obligation under Sections 6.2 (financial reporting), 6.3 (taxes), 6.4 (insurance), or 6.5 (accounts), or violates any of the covenants contained in Article 7 of this Agreement;

(b) Borrower's failure or neglect to perform or observe any other material term, provision, condition, covenant contained in this Agreement, in any of the Loan Documents, or in any other present or future agreement between a Borrower and Lenders and as to any default under such other term, provision, condition or covenant that can be cured, has failed to cure such default within 10 days after a Borrower receives notice thereof or, any officer of a Borrower becomes

aware thereof; provided, however, that if the default cannot by its nature be cured within the 10 day period or cannot after diligent attempts by Borrowers be cured within such 10 day period, and such default is likely to be cured within a reasonable time, then Borrowers shall have an additional reasonable period (which shall not in any case exceed 30 days) to attempt to cure such default, and within such reasonable time period the failure to have cured such default shall not be deemed an Event of Default but no Credit Extensions will be made;

**8.3 Material Adverse Change.** Any circumstance which would reasonably be expected to have a Material Adverse Effect;

**8.4 Attachment.** A material portion of Borrower's assets being attached, seized, subjected to a writ or distress warrant, levied upon, possessed by any trustee, receiver or person acting in a similar capacity if such attachment, seizure, writ or distress warrant, levy, or possession has not been removed, discharged or rescinded within 10 days, or if Borrower is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of its business affairs, or a judgment or other claim becoming a lien or encumbrance upon any material portion of Borrower's assets, or a notice of lien, levy, or assessment being filed of record with respect to any material portion of Borrower's assets by the United States Government, or any department, agency, or instrumentality thereof, or by any State, county, municipal, or governmental agency, if the same is not paid within 10 days after such Borrower receives notice thereof, provided that none of the foregoing shall constitute an Event of Default where such action or event is stayed or an adequate bond has been posted pending a good faith contest by such Borrower (provided that no Credit Extensions will be made during such cure period);

**8.5 Insolvency.** Borrower's Insolvency, or commencement of any Insolvency Proceeding by or against Borrower unless dismissed or stayed within 30 days without any Credit Extensions therefor;

**8.6 Other Agreements.** Any default or other failure to perform in any agreement to which Borrower is a party with a third party or parties (a) resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness in an amount in excess of \$250,000, or (b) that would reasonably be expected to have a Material Adverse Effect;

**8.7 Judgments.** Any final, uninsured judgment or judgments for the payment of money in an amount, individually or in the aggregate, of at least \$250,000 shall be rendered against Borrower and shall remain unsatisfied and unstayed for a period of 10 days (provided that no Credit Extensions will be made prior to the satisfaction or stay of the judgment); or

**8.8 Misrepresentations.** Any material misrepresentation or material misstatement that exists now or comes into being hereafter in any warranty or representation set forth herein or in any certificate delivered to Lenders by any Responsible Officer pursuant to this Agreement or to induce Lenders to enter into this Agreement or any other Loan Document.

## 9. LENDER'S RIGHTS AND REMEDIES.

**9.1 Rights and Remedies.** Upon the occurrence and during the continuance of an Event of Default, any Lenders affected thereby may, at their election, without notice thereof and without demand, do any one or more of the following, all of which are authorized by Borrower:

(a) Declare all Obligations, whether evidenced by this Agreement, by any of the other Loan Documents, or otherwise, immediately due and payable (provided that upon the occurrence of an Event of Default described in Section 8.5 (insolvency), all Obligations shall become immediately due and payable without any action by such Lenders);

(b) Cease advancing money or extending credit to or for the benefit of Borrower under this

Agreement or under any other agreement between Borrower and such Lenders;

(c) Make such payments and do such acts as such Lenders consider necessary or reasonable to protect their security interest in the Collateral;

(d) Set off and apply to the Obligations any and all (i) balances and deposits of Borrower, and (ii) indebtedness at any time owing to or for the credit or the account of Borrower;

(e) Prepare for sale, advertise for sale, and sell (in the manner provided for herein) the Collateral;

(f) Sell the Collateral at either a public or private sale, or both, by way of one or more contracts or transactions, for cash or on terms, in such manner and at such places as each such Lender determines is commercially reasonable, and apply any proceeds to the Obligations in whatever manner or order each such Lender deems appropriate. Such Lender may sell the Collateral without giving any warranties as to the Collateral. Lender may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. If such Lender sells any of the Collateral upon credit, Borrower will be credited only with payments actually made by the purchaser, received by such Lender, and applied to the indebtedness of the purchaser. If the purchaser fails to pay for the Collateral, such Lender may resell the Collateral and Borrower shall be credited with the proceeds of the sale;

(g) Such Lender may credit bid and purchase at any public sale;

(h) Apply for the appointment of a receiver, trustee, liquidator or conservator of the Collateral, without notice and without regard to the adequacy of the security for the Obligations and without regard to the solvency of Borrower, any guarantor or any other Person liable for any of the Obligations.

Such Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

**9.2 Power of Attorney.** Effective only upon the occurrence and during the continuance of an Event of Default, Borrower hereby irrevocably appoints such Lender (and any of such Lender's designated agents) as Borrower's true and lawful attorney to: (a) send requests for verification of Accounts or notify account debtors of such Lender's security interest in the Accounts; (b) endorse Borrower's name on any checks or other forms of payment or security that may come into such Lender's possession; (c) sign Borrower's name on any invoice or bill of lading relating to any Account, drafts against account debtors, schedules and assignments of Accounts, verifications of Accounts, and notices to account debtors; (d) dispose of any Collateral; (e) make, settle, and adjust all claims under and decisions with respect to Borrower's policies of insurance; (f) settle and adjust disputes and claims respecting the accounts directly with account debtors, for amounts and upon terms which such Lender determines to be reasonable; and (g) file, in such Lender's sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral; provided Lender may exercise such power of attorney to sign the name of Borrower on any of the documents described in clauses (g) above, regardless of whether an Event of Default has occurred. The appointment of such Lender as Borrower's attorney in fact, and each and every one of such Lender's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and such Lender's obligation to provide advances hereunder is terminated.

**9.3 Accounts Collection.** At any time after the occurrence and during the continuation of an Event of Default, such Lender may notify any Person owing funds to Borrower of such Lender's security interest in such funds and verify the amount of such Account. Borrower shall collect all

amounts owing to Borrower for such Lender, receive in trust all payments as such Lender's trustee, and immediately deliver such payments to such Lender in their original form as received from the account debtor, with proper endorsements for deposit.

**9.4 Such Lender's Expenses.** If Borrower fails to pay any amounts or furnish any required proof of payment due to third persons or entities, as required under the terms of this Agreement, then such Lender may do any or all of the following after reasonable notice to Borrower: (a) make payment of the same or any part thereof; or (b) obtain and maintain insurance policies of the type discussed in Section 6.5 of this Agreement, and take any action with respect to such policies as such Lender deems prudent. Any amounts so paid or deposited by Lender shall constitute such Lender's Expenses, shall be immediately due and payable, and shall bear interest at the then applicable rate hereinabove provided, and shall be secured by the Collateral. Any payments made by Lender shall not constitute an agreement by Lender to make similar payments in the future or a waiver by such Lender of any Event of Default under this Agreement.

**9.5 No Obligation to Pursue Others.** Such Lender has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and Lender may release, modify or waive any collateral provided by any other Person to secure any of the Obligations, all without affecting such Lender's rights against Borrower. Borrower waives any right it may have to require such Lender to pursue any other Person for any of the Obligations.

**9.6 Remedies Cumulative.** A Lender's rights and remedies under this Agreement, the Loan Documents, and all other agreements shall be cumulative. A Lender shall have all other rights and remedies not inconsistent herewith as provided under the Code, by law, or in equity. No exercise by a Lender of one right or remedy shall be deemed an election, and no waiver by a Lender of any Event of Default on Borrower's part shall be deemed a continuing waiver. No delay by a Lender shall constitute a waiver, election, or acquiescence by it. No waiver by a Lender shall be effective unless made in a written document signed on behalf of Lender and then shall be effective only in the specific instance and for the specific purpose for which it was given. Borrower expressly agrees that this Section 9.7 may not be waived or modified by Lender by course of performance, conduct, estoppel or otherwise.

**9.7 Demand; Protest.** Except as otherwise provided in this Agreement, Borrower waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment and any other notices relating to the Obligations.

## 10. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other agreement entered into in connection herewith shall be in writing and shall be provided electronically to the email addresses provided below:

**If to Borrower:** Borrower Contact Information (as defined in Exhibit A)

**If to a Lender:** [INVESTOR\_EMAIL]

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other.

All such notices and other communications shall be deemed given and effective on actual receipt of the electronically sent notice or twenty-four (24) hours after the time the notice is sent to you,

whichever occurs earlier.

## 11. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of New York. All disputes, controversies, claims, actions and similar proceedings arising with respect to Borrower's accounts or any related agreement or transaction shall be brought in the United States District Court for the Southern District of New York, except as provided below with respect to arbitration of such matters. LENDER AND BORROWER EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY LENDER OR BORROWER, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM. If the jury waiver set forth in this Section 11 is not enforceable, then any dispute, controversy, claim, action or similar proceeding arising out of or relating to this Agreement, the Loan Documents or any of the transactions contemplated therein shall be settled by final and binding arbitration held in New York County, New York in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with those rules. The arbitrator shall apply New York law to the resolution of any dispute, without reference to rules of conflicts of law or rules of statutory arbitration. Judgment upon any award resulting from arbitration may be entered into and enforced by any state or federal court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this Section. The costs and expenses of the arbitration, including without limitation, the arbitrator's fees and expert witness fees, and reasonable attorneys' fees, incurred by the parties to the arbitration may be awarded to the prevailing party, in the discretion of the arbitrator, or may be apportioned between the parties in any manner deemed appropriate by the arbitrator. Unless and until the arbitrator decides that one party is to pay for all (or a share) of such costs and expenses, both parties shall share equally in the payment of the arbitrator's fees as and when billed by the arbitrator.

## 12. GENERAL PROVISIONS.

**12.1 Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties and shall bind all persons who become bound as a debtor to this Agreement; provided, however, that Lender may not assign or transfer its rights under this Agreement.

**12.2 Indemnification.** Borrower shall defend, indemnify and hold harmless Lender and its officers, employees, and agents against all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement.

**12.3 Time of Essence.** Time is of the essence for the performance of all obligations set forth in this Agreement.

**12.4 Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any



specific provision.

**12.5 Amendments in Writing, Integration.** All amendments to or terminations of this Agreement or the other Loan Documents must be in writing. All prior agreements, understandings, representations, warranties, and negotiations between the parties hereto with respect to the subject matter of this Agreement and the other Loan Documents, if any, are merged into this Agreement and the Loan Documents.

**12.6 Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in Portable Document Format (“PDF”), or any similar format, shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

**12.7 Survival.** All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations remain outstanding or Lender has any obligation to make any Term Loan to Borrower. The obligations of Borrower to indemnify Lender with respect to the expenses, damages, losses, costs and liabilities described in Section 12.2 shall survive until all applicable statute of limitations periods with respect to actions that may be brought against Lender have run.

**12.8 Confidentiality.** In handling any confidential information, Lender and Borrower and all employees and agents of each such party shall exercise the same degree of care that such party exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Agreement except that disclosure of such information may be made (i) as required by law, regulations, rule or order, subpoena, judicial order or similar order, (ii) in the case of Lender, as may be required in connection with the examination, audit or similar investigation of Lender and (iii) as Lender may determine in connection with the enforcement of any remedies hereunder. Confidential information hereunder shall not include information that either: (a) is in the public domain or in the knowledge or possession of the receiving party when disclosed to such party, or becomes part of the public domain after disclosure to such receiving party through no fault of such receiving party; or (b) is disclosed to the receiving party by a third party, provided such receiving party does not have actual knowledge that such third party is prohibited from disclosing such information.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**BORROWER**

Steward Credit LLC dba Steward Regenerative Capital, a New York limited liability company

By: *Daniel S Miller*

Title: CEO of its Sole Member

**LENDER**

By: *[INVESTMENT\_INVESTOR\_SIGNATURE]*

Name: [INVESTOR\_NAME]