



BORROWER LOAN AGREEMENT

THIS 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 in Section 1.1 below, for the Business Purpose (as defined in Exhibit A). 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 ONE

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 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 Disbursements to Borrower. The Loan shall be paid out by Lender to Borrower according to the Disbursement Schedule (as defined in Exhibit A). Disbursements shall be made to the Borrower's account on the Steward Platform.

1.3 Interest Rate. Interest shall be payable on the Loan at the rate provided in the Note.

SECTION TWO

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 disbursement 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 originals of this Agreement, the Note, and a certificate of Borrower's certifying official certifying the corporate documents of Borrower and the identity of Borrower's members, managers, partners or board of directors, as the case





may be in the form set forth as Exhibit C, and the Unanimous Written Consent in the form set forth as Exhibit D.

(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 and any and all documents delivered to Lender in connection with the Loan (including the application therefor) shall be true and correct in every material respect.

(d) Satisfactory Documents. All documents delivered pursuant to this Agreement, the Note or otherwise in connection with the Loan must be in form and substance satisfactory to Lender, and all legal matters incident to this Agreement must be satisfactory to Lender.

(e) Additional Indebtedness. Borrower shall not incur any additional indebtedness of equal or senior priority to the Loan without Lender's prior written consent in its sole and absolute discretion.

(f) Insurance. Borrower shall at all times provide, maintain and keep in force or cause to be provided, maintained and kept in force with respect to the Collateral, at no expense to Lender, a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). Borrower shall deliver to Lender a copy of the original insurance policy upon Lender's written request for the same. Further, Borrower shall ensure that all such policies of insurance required by the terms of this Loan Agreement contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence by Borrower or any party related to Borrower that might otherwise result in forfeiture of said insurance and a further agreement of the insurer waiving all rights of setoff, counterclaim, or deductions against Borrower. In the event that Borrower fails to obtain an appropriate insurance policy, or upon an Event of Default, Lender shall have the right (but not the obligation) to place and maintain insurance required to be placed and maintained by Borrower hereunder. Any additional amounts expended therefor shall constitute additional disbursements of Loan proceeds (even if the total amount of disbursements would exceed the face amount of the Promissory Note), and shall bear interest from the date expended at the Interest Rate and be payable together with such interest upon demand.

(g) Security Interest. As collateral security for the payment and performance in full of all of Borrower's obligations under the Agreement, the Borrower hereby pledges and grants to the Lender, a lien on and security interest in and to all of the right, title and interest of Borrower in, to and under the assets of the Borrower, wherever located, and whether now existing or hereafter arising or acquired from time to time, including but not limited to, the following: (the "Collateral"):

- 1) all fixtures and personal property of every kind and nature including all accounts, goods (including inventory and equipment), documents, instruments, promissory notes, general intangibles, money, deposit accounts, and any other contract rights or rights to the payment of money; and





- 2) all proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Borrower from time to time with respect to any of the foregoing.
- 3) The Borrower hereby irrevocably authorizes the Lender at any time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction including any financing or continuation statements or other documents for the purpose of perfecting, enforcing or protecting the security interest granted by the Borrower hereunder, without the signature of the Borrower where permitted by law. The Borrower agrees to provide all information required by the Lender pursuant to this Section promptly to the Lender as Lender may reasonably request. The lender agrees to provide Borrower a copy of all such statements and amendments as Borrower may reasonably request.
- 4) The Borrower represents and warrants that the pledge of the Collateral pursuant to this Agreement creates a valid and perfected first priority security interest in the Collateral, securing the payment and performance when due of the Secured Obligations, and that the Borrower has full power, authority and legal right to borrow the Loan and pledge the Collateral pursuant to this Agreement. Borrower represents and warrants to Lender that it has good title to, has rights in, and the power to transfer each item of the Collateral upon which it purports to grant a security interest hereunder, free and clear of any and all liens except Permitted Title Exceptions, as defined in Exhibit E.
- 5) This Agreement shall create a continuing first priority lien and security interest in the Collateral and shall remain in full force and effect until payment and performance in full of all obligations under this Agreement and inure to the benefit of the Lender and its successors, transferees and assigns; provided that the Borrower may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Lender and on the date on which all obligations have been paid and performed in full, this grant of security interest shall terminate.

2.2 Representations and Warranties. Borrower is in compliance with respect to any and all regulations, orders, writs, injunctions or decrees of any court or other governmental instrumentality applicable to Borrower, 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 Borrower Entity Type (as defined in Exhibit A) duly organized, legally existing under the laws of the Borrower Jurisdiction (as defined in Exhibit A) and is duly qualified as a Borrower Entity Type in all jurisdictions wherein the property it owns or the business it transacts make such qualification necessary.

(b) Names of Borrower. Borrower has never done business under any name other than the name of such Borrower set forth herein.





(c) 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 company action on the part of Borrower requisite for the due creation and execution of this Agreement, the Note and all other Loan Documents executed has been duly and effectively taken.

(d) Review of Documents; Binding Obligations. The Borrower has reviewed this Agreement, the Note and the other Loan Documents with counsel for the Borrower and has had the opportunity to discuss the provisions hereof and thereof with Lender prior to execution. 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).

(e) No Legal Bar. This Agreement, the Note and the other Loan Documents do not and will not violate any provisions of Borrower's articles of incorporation, articles of organization, bylaws, 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.

(f) 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.

(g) Financial Condition. All financial statements of Borrower and any affiliates delivered to Lender fairly and accurately present 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. Since the close of the period covered by the latest financial statements delivered to Lender with respect to the Borrower, and any affiliates, there has been no material adverse change in the assets, liabilities, or financial condition of Borrower, or any affiliates. 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.

(h) 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.





(i) 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.

(j) Commercial Purposes. Borrower intends to use the proceeds of the Loan 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.

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 and audit Borrower's books and records. Borrower will maintain and permit access to its books and records for review by Lender.

(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 the Borrower's manager or other officer or person acceptable to Lender.

(d) Annual Financial Statements. Without demand or request by Lender, furnish Lender with, 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 manager or other officer or person acceptable to Lender.

(e) Tax Returns. Without demand or request by Lender, within fifteen (15) days of the filing (but no later than the legal filing date or the applicable extension date), furnish Lender with 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 or properties, income, or profits of Borrower, prior to the date on which penalties would attach,





and all lawful claims that, if unpaid, might become a lien or charge upon any of the properties, 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 notifies Lender of any such contested assessment, tax, charge, levy, lien or claim, and (iii) Borrower shall have established on its books adequate reserves as may be reasonably requested by Lender with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with generally accepted accounting principles. Borrower, upon demand of Lender, will furnish to Lender evidence of payment of the assessments, taxes, charges, levies, liens and claims and will authorize the appropriate governmental official to deliver to Lender at any time a written statement of any assessments, taxes, charges, levies, liens and claims against properties, income, or profits of Borrower.

(i) Operations. Substantially maintain its present executive and management personnel (other than changes of present executive and management personnel following the resignation or termination of an employee, where Lender has approved the person replacing such employee within thirty days of resignation or termination, which approval shall not be unreasonably withheld or denied); 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) Inspection. Upon prior notice to Borrower, Lender or any agents or representatives of Lender shall have the right to visit and inspect the properties of Borrower once per calendar year, at Borrower's expense not to exceed \$750 per visit, and to discuss the affairs, finances and accounts of Borrower with any officer of Borrower.

(k) Regenerative Agriculture Principles. Borrower shall commit to adhere in all its business and farming practices to the following principles and practices of Regenerative Agriculture:

1. "Regenerative Agriculture" means both (i) an agricultural philosophy that acknowledges the degenerative impact of poor human stewardship, and (ii) a set of agricultural practices to productively foster restoration. While local conditions will determine which practices are most appropriate, a regeneratively managed food system should improve the long-term health and function of agricultural ecosystems and the communities that depend upon them, physically, culturally, spiritually, and economically. Regeneratively managed businesses protect and improve the natural function of water, nutrient, and carbon cycles by taking steps to increase biodiversity in the agricultural ecosystem, minimize reliance on external inputs, and avoid the use of toxic and/or synthetic chemicals.
2. The four pillars of Steward's philosophy of Regenerative Agriculture are:
 - A. Regeneration. Farming practices that increase biodiversity, enrich soils, improve watershed health, sequester more carbon than they release, and enhance ecosystem services.



- B. Sustainability. Farming practices that sustain farmers, resources, and communities.
 - C. Appropriateness. Farming practices that are fitting for a specific community, location, or operation.
 - D. Social Equity. Farming systems and businesses that empower underserved communities.
3. To Steward, the practices of Regenerative Agriculture are practices that:
- A. Contribute to generating/building soils and soil fertility and health;
 - B. Increase water percolation, water retention, and clean and safe water runoff;
 - C. Increase biodiversity and ecosystem health and resiliency; and
 - D. Manage the carbon emissions of our current agriculture and take steps to cleanse the atmosphere of legacy levels of CO₂.
4. Recognizing that Regenerative Agriculture is applied across a wide diversity of agricultural operations, specific practices of Regenerative Agriculture include but are not limited to:
- A. No-till/minimum tillage. Tillage breaks up (pulverizes) soil aggregation and fungal communities while adding excess O₂ to the soil for increased respiration and CO₂ emission. It can be one of the most degrading agricultural practices, greatly increasing soil erosion and carbon loss. A secondary effect is soil capping and slaking that can plug soil spaces for percolation creating much more water runoff and soil loss. Conversely, no-till/minimum tillage, in conjunction with other regenerative practices, enhances soil aggregation, water infiltration and retention, and carbon sequestration.
 - B. Increasing soil fertility. This is increased in regenerative systems biologically through application of cover crops, crop rotations, compost, and animal manures, which restore the plant/soil microbiome to promote liberation, transfer, and cycling of essential soil nutrients. Artificial and synthetic fertilizers have created imbalances in the structure and function of microbial communities in soils, bypassing the natural biological acquisition of nutrients for the plants, creating a dependent agroecosystem and weaker, less resilient plants.
 - C. Building biological ecosystem diversity. This begins with inoculation of soils with composts or compost extracts to restore soil microbial community population, structure and functionality restoring soil system energy (Compounds as exudates) through full-time planting of multiple crop intercrop plantings, multispecies cover crops, and borders planted for bee habitat and other beneficial insects. This can include the highly successful push-pull systems. It is critical to change synthetic nutrient dependent monocultures, low-biodiversity and soil degrading practices.
 - D. Well-managed grazing practices. These stimulate improved plant growth, increased soil carbon deposits, and overall pasture and grazing land productivity while greatly increasing soil fertility, insect and plant biodiversity, and soil carbon sequestration. These practices not only improve ecological health, but also the health of





the animal and human consumer through improved micro-nutrients availability and better dietary omega balances. Feedlots and confined animal feeding systems contribute dramatically to (i) unhealthy monoculture production systems, (ii) low nutrient density forage (iii) increased water pollution, (iv) antibiotic usage and resistance, and (v) CO2 and methane emissions, all of which together yield broken and ecosystem-degrading food-production systems.

5. For purposes of this Agreement, and without limiting the general application of the principles of Regenerative Agriculture outlined above, the following specific practices shall constitute a prima facie violation of this Agreement:
 - A. Industrial-scale commodity crop production: Industrialized agriculture is a type of production employing unsustainable practices to increase yields and decrease costs, which often leads to monoculture farms that are forced to become larger and more input-intensive to stay in business.
 - B. CAFOs (Concentrated Animal Feeding Operations-Feedlots): CAFOs are defined as agricultural enterprises where animals are continuously kept and raised in confined situations and feed is brought in to the animals rather than allowing animals to graze in pastures, fields, or rangeland.
 - C. Exploitative labor practices: Exploitation of labor is the act of using power to systematically extract more value from workers than is given to them by an employer.
 - D. Synthetic fertilizer and pesticide use: Synthetic pesticides and fertilizers are man-made, inorganic compounds used in our high input industrial agriculture system.
 - E. Disregard of water and soil health and biodiversity: Abusive farming practices that disregard soil health, water degradation, and the importance of biodiversity.

For the avoidance of doubt, engaging in any of these prohibited practices shall constitute a fundamental breach of this Agreement. As of the signing of this contract, the borrower's agricultural practices known to Lender are deemed in compliance of these principles unless otherwise outlined in a regenerative agriculture transition plan.

(1) Indemnification and Release. Borrower shall indemnify, defend and hold Lender and its 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 or gross negligence. 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; Corporate Structure and Identity; Change of Control. (i) Engage in any business activities substantially different than those in which Borrower is presently engaged, (ii) operate under any trade name other than trade names, if any, identified in this Agreement, (iii) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, whether or not Borrower is the surviving entity, (iv) dissolve or transfer or sell any assets out of the ordinary course of business, (v) purchase or retire any of Borrower's outstanding shareholder interests or alter or amend Borrower's capital structure, (vi) change its taxpayer identification number, operate under another or additional taxpayer identification number from the one currently employed, or change the state of its organization from the one stated in their articles of organization to any other state or jurisdiction, (vii) fail to prevent any transfer of any outstanding shareholder interests of Borrower on the date of this Agreement to one or more parties, where such transfer, taking into account every transfer on or after the date hereof, individually or on a cumulative basis with other transfers to third parties, results in third parties holding ten (10%) percent or greater of the outstanding voting interests of Borrower (such a transfer, a "Change of Control"). "Third Parties" means any party that is not an existing member or manager, or any children's trust for the benefit of the children of an existing member or manager where the existing member or manager is trustee of such trust with total voting power over such trust.

(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

ADVANCES BY LENDER

3.1 Advances. Lender, at its option, during the continuance of any Event of Default, may make any advance to itself for the payment of any and all other reasonable costs and fees incurred by Lender and required to be paid by Borrower pursuant to the Loan Documents, and the execution of this Agreement by Borrower shall and does constitute an irrevocable direction and authorization to so advance funds. Borrower hereby authorizes Lender to make advances under the Loan in amounts necessary to pay any fees provided for under this Agreement, and in order to pay any accrued interest due under the Note.

SECTION FOUR

DEFAULT AND REMEDIES

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

(a) Failure to Pay. If Borrower fails to make any payment owing to





Lender under the terms of this Agreement or the Note within thirty (30) days after such payment is owed;

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

(c) Defaults under Note. If an Event of Default shall occur under the Note and shall not be cured within any applicable notice, grace and/or cure period; or

(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. Should Borrower 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. Should Borrower default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property, or Borrower's ability to perform their respective obligations under this Agreement or pertaining to the Obligations.

(g) Insolvency. Should the suspension of business, failure or insolvency, however evidenced, of Borrower occur or exist.

(h) Readjustment of Obligations. Should proceedings for readjustment of indebtedness, reorganization, bankruptcy, composition or extension under any insolvency law be brought by or against Borrower.

(i) Assignment for Benefit of Creditors. Should Borrower file proceedings for a respite or make a general assignment for the benefit of creditors.

(j) Receivership. Should a receiver of all or any part of Borrower's property be applied for or appointed.

(k) Dissolution Proceedings. Should proceedings for the dissolution or appointment of a liquidator of Borrower be commenced.

(l) Insecurity. Should Lender in good faith deem itself to be insecure with regard to repayment of the Loan, after providing Borrower with notice of such insecurity, specifying the cause of such insecurity and providing Borrower with a thirty (30) day period to cure such insecurity.

(m) Breach of Regenerative Agriculture Principles. Should Borrower fail





to comply with any of the Regenerative Agriculture Principles set out above.

4.2 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 and whether represented in writing or otherwise, 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. Borrower agrees to pay all costs and expenses incurred by Lender in enforcing any obligation under this Agreement or the Note, including, without limitation, reasonable attorneys' fees. 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 FIVE

MISCELLANEOUS

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

5.2 Notices. All notices sent in connection with this Agreement shall be given in writing at the addresses set forth below and shall be effective for all purposes if sent by (a) hand delivery, (b) certified or registered mail, (c) overnight delivery service, or (d) email provided that such notice must also be delivered by one of the means set forth in (a), (b) or (c) above. Email shall be the preferred method of providing written notice.

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 (a) if by hand delivery, then on actual receipt (or refusal of receipt), (b) if by certified mail, then on actual date of receipt, (c) if by overnight prepaid delivery service, then on actual date of delivery, or (d) if by email, then on actual receipt. Notice of change of address may be given at any time and shall be sent in the manner set forth in this Section 5.2.

5.3 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 Borrower may not assign or transfer its rights under this Agreement.

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

5.5 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.

5.6 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.

5.7 Expenses. Borrower shall pay the Origination Fee (as defined in Exhibit A) and all reasonable third-party expenses incurred in connection with the transaction contemplated by this Agreement, including but not limited to, background checks, UCC searches and filings, title search and legal fees. In the event of default, Borrower shall pay all reasonable costs of the Lender, including but not limited to Lender's internal costs, the cost of agricultural and business consultants, and the reasonable fees and expenses of its counsel.

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

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

5.10 Waiver of Jury Trial. BORROWER, 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 AGREEMENT OR THE NOTE. BORROWER AGREES THAT LENDER MAY FILE A COPY OF THIS WAIVER WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF BORROWER: (1) TO WAIVE ITS 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.

5.11 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. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent in subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

5.12 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.

5.13 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.

5.14 Publicity. Lender shall announce and publicize the financing evidenced hereby in such a manner as Lender may elect.

5.15 Counterparts. This Agreement may be executed 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. Electronic signatures will be deemed original signatures for purposes of this Agreement. Transmission by telecopy, electronic mail, or other transmission method of an executed counterpart of this Agreement will constitute due and sufficient delivery of such counterpart.

5.16 Consent to Jurisdiction. Borrower hereby consents and submits 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 Agreement and waives all objections which it may have to such jurisdiction and venue.

5.17 Consent to Loan Participation. Borrower hereby recognizes and agrees that Lender may, from time to time, one or more times, transfer all or any portion of the





Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third party lenders. Borrower specifically (i) consents to all such transfers and assignments and waives any subsequent notice of and right to consent to any such transfers and assignments as may be provided under applicable law; (ii) agrees that the purchaser of a participation interest in the Obligations will be considered as the absolute owner of a percentage interest of such Obligations and that such a purchaser will have all of the rights granted to the purchaser under any participation agreement governing the sale of such a participation interest; (iii) waives any right of offset that Borrower may have against Lender and/or any purchaser of such a participation interest in the Obligations and unconditionally agrees that either Lender or such a purchaser may enforce Borrower's Obligations under this Agreement, irrespective of the failure or insolvency of Lender or any such purchaser; (iv) agrees that any purchaser of a participation interest in the Obligations may exercise any and all rights of counter-claim, set-off, banker's lien and other liens with respect to any and all monies owing to the Borrower; and (v) agrees that, upon any transfer of all or any portion of the Obligations, Lender may transfer and deliver any and all collateral securing repayment of such Obligations to the transferee of such Obligations and such collateral shall secure any and all of the Obligations in favor of such a transferee, and after any such transfer has taken place, Lender shall be fully discharged from any and all future liability and responsibility to Borrower with respect to such collateral, and the transferee thereafter shall be vested with all the powers, rights and duties with respect to such collateral.

5.18 Maximum Interest Rate. No provision of this Agreement, the Note, or any other Loan Document shall require the payment or permit the collection of interest in excess of the maximum permitted by applicable law (the "Maximum Rate"). If interest in excess of the Maximum Rate is provided for in this Agreement, in any other Loan Document, or otherwise in connection with the Loan, or is adjudicated to be so provided, the provisions of this section shall govern and prevail and Borrower shall be obligated to pay the excess amount of such interest or any other excess sum paid for the use, forbearance, or detention of Advances made under this Agreement. In the event Lender ever receives, collects or applies, as interest due and payable under the Note, any sum in excess of the Maximum Rate, the amount of the excess shall be applied as a payment and reduction of the principal of the indebtedness represented by the Note; and if the principal of the indebtedness represented by the Note has been fully paid, any remaining excess shall forthwith be paid to Borrower. In determining whether or not interest paid or payable exceeds the Maximum Rate, Borrower and Lender shall, to the extent permitted by applicable law, (a) characterize any non-principal payment as an expense, fee or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate and spread, in equal or unequal parts, the total amount of interest throughout the entire contemplated term of the indebtedness represented by the Note so that interest for the entire term does not exceed the Maximum Rate.

5.19 Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Agreement, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

5.20 Joint and Several Liability. If there is more than one Borrower under this Agreement, the obligations and covenants of each Borrower hereunder shall be joint and several.





5.21 Relationship Between the Parties. The relationship between Lender 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.

5.22 USA Patriot Act Notification. The following notification is provided to Borrower pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. This will affect the Borrower in several ways. When Borrower opens an account, if Borrower is an individual, Lender will ask for Borrower's name, taxpayer identification number, residential address, date of birth, and other information that will allow Lender to identify Borrower, and, if Borrower is not an individual, Lender will ask for Borrower's name, taxpayer identification number, business address, and other information that will allow Lender to identify Borrower. Lender may also ask, if Company is an individual, to see Borrower's driver's license or other identifying documents, and, if Borrower is not an individual, to see Borrower's legal organizational documents or other identifying documents.

[Signature Pages Follow]





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:

Grayson Bay Oyster Company LLC,
a Florida limited liability company

By: 

Name: Brandon Smith

Title: Manager

Date: 03 / 02 / 2022

LENDER:

STEWARD LENDING LLC,
a New York limited liability company

By: 

Name: Daniel Miller

Title: CEO of its Sole Member

Date: 03 / 03 / 2022



EXHIBIT A

DEFINED TERMS

“Borrower”	means	Grayson Bay Oyster Company LLC
“Borrower Contact Information”	means	Grayson Bay Oyster Company LLC 1238 Stow Ave Pensacola, FL 32503 Tel.: +1 (831) 566-4377 Email: brandon.smith@graysonbayoysters.com
“Borrower Jurisdiction”	means	State of Florida
“Borrower Entity Type”	means	Limited liability company
“Business Purpose”	means	Equipment purchase
“Disbursement Schedule”	means	Lender shall advance the Principal Amount of the Loan less the Origination Fee and third-party expenses on the Closing Date
“Effective Date”	means	03 / 03 / 2022
“First Payment Date”	means	Nine (9) months from the Closing Date
“Interest Rate”	means	Seven and One-Half Percent (7.50%)
“Lender”	means	Steward Lending LLC, a New York limited liability company
“Lender Contact Information”	means	Steward Lending LLC 228 Park Ave S #41153 New York, NY 10003 legal@gosteward.com (503) 868-0400
“Loan Term”	means	Sixty (60) months from the Closing Date
“Minimum Loan Amount”	means	Sixty-two thousand one hundred dollars & 00/100 (\$62,100.00)
“Maximum Loan Amount”	means	Sixty-two thousand one hundred dollars & 00/100 (\$62,100.00)
“Origination Fee”	means	One thousand eight hundred sixty-three dollars & 00/100 (\$1,863.00)
“Payment Schedule”	means	See <u>Exhibit F</u>





To be inputted at closing of the loan:

“Principal Amount”	means	_____ dollars & 00/100 (\$_____.00)
“Closing Date”	means	_____
“Maturity Date”	means	_____





EXHIBIT B

PROMISSORY NOTE

Principal Amount (as defined in Exhibit A)

Date (as defined in Exhibit A)

FOR VALUE RECEIVED, Borrower (as defined in Exhibit A) (the “Maker”), promises to pay to the order of Lender (as defined in Exhibit A) (together with any subsequent holder of this Note, a “Holder”), the Principal Amount, or such lesser principal amount as is actually disbursed by Holder to Maker, 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**. Subject to Holder's right to charge the Default Rate (as hereinafter defined) pursuant to Section 4 hereof, this Note shall bear interest, and Maker shall make payments as follows:

(a) Interest shall accrue on the unpaid 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. Payments (or prepayments) made on account hereof shall be applied first to the payment of late charges or other fees and costs owed to Holder (if any), next to the payment of accrued and unpaid interest, and then to principal, or, during the continuance of an Event of Default (as hereinafter defined), in such other order or proportion as Holder, in its sole discretion, may elect from time to time.

(b) Interest and principal over the term of the Note shall be due and payable monthly in accordance with the Payment Schedule set forth in Exhibit F. 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.

(c) 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 resulting from acceleration by Holder of the Obligations due hereunder following an Event of Default (the “Maturity Date”).

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) in the event of any proceeding to enforce this Note, the expenses of any exercise by Holder of Holder's rights under this Note, together with reasonable attorneys' fees, expenses of collection and court costs; and (iii) 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.





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

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 lesser of (i) the Maximum Amount (as defined in Section 8 hereof) and (ii) the Interest Rate plus five percent (5%) (the "Default Rate"). If Maker fails to pay any sums due under this Note or the Loan Agreement on the date when the same is due, Maker shall pay to Holder on demand a late charge on such sum in an amount equal to the lesser of (i) five percent (5%) of such unpaid amount, and (ii) the maximum late charge permitted to be charged under the laws of the State of New York (a "Late Charge"). Maker will also pay to Holder, after an Event of Default occurs or in bankruptcy proceedings, in addition to the amount due and any Late Charges, all reasonable costs of collecting or attempting to collect this Note or the Loan Agreement, including, without limitation, court costs and reasonable attorneys' fees. On appeal, the prevailing party will be entitled to its reasonable legal costs, expert fees, and attorneys' fees.

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; Maker Obligations absolute.

(a) 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.

(b) 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; (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); and (c) any further receipt by Holder or acknowledgment by Holder of any collateral





now or hereafter deposited as security for this Note (if any). Borrower further severally agrees that discharge or release of any party who is or may be liable to Lender 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 Lender, or of releasing any other collateral that is not expressly released by Lender. Borrower additionally agrees that Lender's acceptance of payment other than in accordance with the terms of this Note, or Lender's subsequent agreement to extend or modify such repayment terms, or Lender's failure or delay in exercising any rights or remedies granted to Lender, shall likewise not have the effect of releasing Borrower or any other party or parties from their respective obligations to Lender, or of releasing any collateral that directly or indirectly secures repayment hereof. In addition, any failure or delay on the part of Lender to exercise any of the rights and remedies granted to Lender shall not have the effect of waiving any of Lender's rights and remedies. Any partial exercise of any rights and/or remedies granted to Lender shall furthermore not be construed as a waiver of any other rights and remedies; it being Borrower's intent and agreement that Lender's rights and remedies shall be cumulative in nature. Borrower further agrees that, should any default event occur or exist under this Note, any waiver or forbearance on the part of Lender to pursue the rights and remedies available to Lender, shall be binding upon Lender only to the extent that Lender specifically agrees to any such waiver or forbearance in writing. A waiver or forbearance on the part of Lender as to one default event shall not be construed as a waiver or forbearance as to any other default. Borrower further agrees that any late charges provided for under this Note will not be charges for deferral of time for payment and will not and are not intended to compensate Lender for a grace or cure period, and no such deferral, grace or cure period has or will be granted to Borrower in return for the imposition of any late charge. Borrower recognizes that Borrower's failure to make timely payment of amounts due under this Note will result in damages to Lender, including but not limited to Lender's loss of the use of amounts due. 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, except as protected by law.

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 hereby consents and submits 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 waives all objections which it 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 obligations 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.** This Note contains the final and entire agreement and understanding of the parties, and any terms and conditions not set forth in this Note are not a part of this Note 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 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 in one or more transactions.

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 or an investment in real estate and that the obligation evidenced by this Note is an exempted transaction under the Truth in Lending Act, as amended.

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.

22. **Joint and Several Liability.** If there is more than one Borrower executing this Note below, the obligations and covenants of each Borrower shall be joint and several.






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

MAKER:

Grayson Bay Oyster Company LLC,
a Florida limited liability company

By: 

Name: Brandon Smith

Title: Manager

Date: 03 / 02 / 2022



EXHIBIT C**CERTIFICATE REGARDING CORPORATE DOCUMENTS AND IDENTITY OF MEMBERS**

I, Brandon Smith, am a Manager of Borrower (as defined as Exhibit A), and in such capacity, I have access to and the authority to certify the books and records of the Borrower. I hereby certify that the documents provided to Lender (as defined in Exhibit A) or to any of Lender's affiliates or agents, to date, are true and correct copies of the documents of Borrower.

I further certify that the following are the members of the Borrower:

1. Brandon Smith
2. Natalie Smith

IN WITNESS WHEREOF, I have hereunto signed my name.

Dated: 03 / 02 / 2022


By: 
Name: Brandon Smith
Title: Manager

EXHIBIT D**UNANIMOUS WRITTEN CONSENT
OF THE MEMBERS OF BORROWER**

This UNANIMOUS WRITTEN CONSENT OF THE MEMBERS OF BORROWER (the "Resolutions") is effective this 25th day of February, 2021.

WHEREAS, the undersigned, Brandon Smith and Natalie Smith (the "Members") are the sole members of Grayson Bay Oyster Company LLC, a Florida limited liability company ("Borrower");

WHEREAS, Steward Lending LLC, a New York limited liability company ("Lender"), is making a loan to the Company in the maximum principal amount of sixty-two thousand one hundred dollars & 00/100 (\$62,100.00) (the "Loan");

WHEREAS, the Members have agreed that it is in the best interests of the Company to execute certain agreements, pledges, certificates, resolutions and other documents and instruments in connection with the Loan, including without limitation, deeds, assignments and other conveyance instruments, leases, notes, mortgages, assignments of leases and rents and other instruments evidencing or securing debt (collectively, the "Closing Documents");

WHEREAS, the Members have determined that the proposed Closing Documents and the consummation of the transactions contemplated thereby or in connection therewith would be in the best interests of the Company and were made for valuable consideration acceptable to the Members;


WHEREAS, the Members wish to authorize Brandon Smith to sign and deliver, and cause the Company to perform their obligations under, any proposed Closing Documents; and

WHEREAS, the Members wish to designate Brandon Smith as Authorized Signatory for the Borrower ("Capacity", collectively the "Capacities") with the full power and authority to bind and enter into contracts on behalf of the Borrower.

NOW, THEREFORE, as of the Effective Date (as defined in Exhibit A), the Members do hereby agree and affirm:

1. The Closing Documents and the transactions contemplated thereby be and hereby are ratified, adopted, authorized and approved, and the acts of Brandon Smith taken on his own behalf and in his Capacity in furtherance thereof, are hereby approved, ratified and affirmed.
2. Brandon Smith is duly authorized and directed in his sole discretion to do any and all of the following:
 - A. Enter into any of the Closing Documents, and in connection with the Closing Documents, to execute, seal, acknowledge, deliver and record, in the above-stated Capacity, any and all of the Closing Documents;
 - B. Cause the Borrower to perform their respective obligations under the Closing Documents to which each may be party; and
 - C. Do and take such other and further actions as Brandon Smith deems appropriate in the circumstances in connection with the Closing Documents and the transactions contemplated by the Company in connection therewith.

3. All actions of Brandon Smith on his own behalf and in his Capacity or otherwise on behalf of the Borrower, and the advisors, agents, representatives and/or employees of the Borrower, in the above-stated Capacities, taken on or prior to the date of these Resolutions in connection with the Closing Documents and the transactions contemplated by the Company in connection therewith, are hereby approved, ratified, adopted and confirmed.
4. Brandon Smith is hereby authorized and directed to sign the Closing Documents in his Capacity on behalf of any one or more of the Borrower.
5. The authority herein given to Brandon Smith shall remain irrevocable as far as Lender or any other third party are concerned until such party is notified in writing of the revocation of such authority, and shall have acknowledged in writing receipt of such notification.
6. The undersigned does hereby certify that the signature set forth above the name below is the genuine signature of said Brandon Smith:



Brandon Smith



IN WITNESS WHEREOF, the undersigned hereby execute this Unanimous Written Consent of the Members of Grayson Bay Oyster Company LLC.

A handwritten signature in black ink, appearing to read "B. Smith", written over a horizontal line.

Brandon Smith

A handwritten signature in black ink, appearing to read "Natalie C. Smith", written over a horizontal line.

Natalie Smith

EXHIBIT E**PERMITTED TITLE EXCEPTIONS**

1. None.

EXHIBIT F**PAYMENT SCHEDULE**

Loan Month	Payment Number	Payment Amount	Principal Payment	Interest Payment	Accrued Interest	Outstanding Balance
Origination	0	\$ -	\$ -	\$ -	\$ -	\$ 62,100.00
1	0	\$ -	\$ -	\$ -	\$ 388.13	\$ 62,488.13
2	0	\$ -	\$ -	\$ -	\$ 390.55	\$ 62,878.68
3	0	\$ -	\$ -	\$ -	\$ 392.99	\$ 63,271.67
4	0	\$ -	\$ -	\$ -	\$ 395.45	\$ 63,667.12
5	0	\$ -	\$ -	\$ -	\$ 397.92	\$ 64,065.03
6	0	\$ -	\$ -	\$ -	\$ 400.41	\$ 64,465.44
7	0	\$ -	\$ -	\$ -	\$ 402.91	\$ 64,868.35
8	0	\$ -	\$ -	\$ -	\$ 405.43	\$ 65,273.80
9	1	\$ 1,474.16	\$ 1,066.20	\$ 407.96	\$ -	\$ 64,207.60
10	2	\$ 1,474.16	\$ 1,072.86	\$ 401.30	\$ -	\$ 63,134.74
11	3	\$ 1,474.16	\$ 1,079.57	\$ 394.59	\$ -	\$ 62,055.17
12	4	\$ 1,474.16	\$ 1,086.31	\$ 387.85	\$ -	\$ 60,968.86
13	5	\$ 1,474.16	\$ 1,093.11	\$ 381.05	\$ -	\$ 59,875.75
14	6	\$ 1,474.16	\$ 1,099.93	\$ 374.23	\$ -	\$ 58,775.82
15	7	\$ 1,474.16	\$ 1,106.82	\$ 367.34	\$ -	\$ 57,669.00
16	8	\$ 1,474.16	\$ 1,113.72	\$ 360.44	\$ -	\$ 56,555.28
17	9	\$ 1,474.16	\$ 1,120.69	\$ 353.47	\$ -	\$ 55,434.59
18	10	\$ 1,474.16	\$ 1,127.70	\$ 346.46	\$ -	\$ 54,306.89
19	11	\$ 1,474.16	\$ 1,134.74	\$ 339.42	\$ -	\$ 53,172.15
20	12	\$ 1,474.16	\$ 1,141.83	\$ 332.33	\$ -	\$ 52,030.32
21	13	\$ 1,474.16	\$ 1,148.97	\$ 325.19	\$ -	\$ 50,881.35
22	14	\$ 1,474.16	\$ 1,156.16	\$ 318.00	\$ -	\$ 49,725.19
23	15	\$ 1,474.16	\$ 1,163.37	\$ 310.79	\$ -	\$ 48,561.82
24	16	\$ 1,474.16	\$ 1,170.65	\$ 303.51	\$ -	\$ 47,391.17
25	17	\$ 1,474.16	\$ 1,177.97	\$ 296.19	\$ -	\$ 46,213.20
26	18	\$ 1,474.16	\$ 1,185.33	\$ 288.83	\$ -	\$ 45,027.87
27	19	\$ 1,474.16	\$ 1,192.73	\$ 281.43	\$ -	\$ 43,835.14
28	20	\$ 1,474.16	\$ 1,200.19	\$ 273.97	\$ -	\$ 42,634.95
29	21	\$ 1,474.16	\$ 1,207.69	\$ 266.47	\$ -	\$ 41,427.26
30	22	\$ 1,474.16	\$ 1,215.24	\$ 258.92	\$ -	\$ 40,212.02
31	23	\$ 1,474.16	\$ 1,222.84	\$ 251.32	\$ -	\$ 38,989.18
32	24	\$ 1,474.16	\$ 1,230.47	\$ 243.69	\$ -	\$ 37,758.71
33	25	\$ 1,474.16	\$ 1,238.17	\$ 235.99	\$ -	\$ 36,520.54
34	26	\$ 1,474.16	\$ 1,245.91	\$ 228.25	\$ -	\$ 35,274.63
35	27	\$ 1,474.16	\$ 1,253.69	\$ 220.47	\$ -	\$ 34,020.94
36	28	\$ 1,474.16	\$ 1,261.53	\$ 212.63	\$ -	\$ 32,759.41
37	29	\$ 1,474.16	\$ 1,269.42	\$ 204.74	\$ -	\$ 31,489.99
38	30	\$ 1,474.16	\$ 1,277.34	\$ 196.82	\$ -	\$ 30,212.65

39	31	\$ 1,474.16	\$ 1,285.33	\$ 188.83	\$ -	\$ 28,927.32
40	32	\$ 1,474.16	\$ 1,293.37	\$ 180.79	\$ -	\$ 27,633.95
41	33	\$ 1,474.16	\$ 1,301.45	\$ 172.71	\$ -	\$ 26,332.50
42	34	\$ 1,474.16	\$ 1,309.58	\$ 164.58	\$ -	\$ 25,022.92
43	35	\$ 1,474.16	\$ 1,317.77	\$ 156.39	\$ -	\$ 23,705.15
44	36	\$ 1,474.16	\$ 1,326.00	\$ 148.16	\$ -	\$ 22,379.15
45	37	\$ 1,474.16	\$ 1,334.29	\$ 139.87	\$ -	\$ 21,044.86
46	38	\$ 1,474.16	\$ 1,342.63	\$ 131.53	\$ -	\$ 19,702.23
47	39	\$ 1,474.16	\$ 1,351.02	\$ 123.14	\$ -	\$ 18,351.21
48	40	\$ 1,474.16	\$ 1,359.46	\$ 114.70	\$ -	\$ 16,991.75
49	41	\$ 1,474.16	\$ 1,367.97	\$ 106.19	\$ -	\$ 15,623.78
50	42	\$ 1,474.16	\$ 1,376.51	\$ 97.65	\$ -	\$ 14,247.27
51	43	\$ 1,474.16	\$ 1,385.11	\$ 89.05	\$ -	\$ 12,862.16
52	44	\$ 1,474.16	\$ 1,393.77	\$ 80.39	\$ -	\$ 11,468.39
53	45	\$ 1,474.16	\$ 1,402.49	\$ 71.67	\$ -	\$ 10,065.90
54	46	\$ 1,474.16	\$ 1,411.24	\$ 62.92	\$ -	\$ 8,654.66
55	47	\$ 1,474.16	\$ 1,420.07	\$ 54.09	\$ -	\$ 7,234.59
56	48	\$ 1,474.16	\$ 1,428.95	\$ 45.21	\$ -	\$ 5,805.64
57	49	\$ 1,474.16	\$ 1,437.87	\$ 36.29	\$ -	\$ 4,367.77
58	50	\$ 1,474.16	\$ 1,446.86	\$ 27.30	\$ -	\$ 2,920.91
59	51	\$ 1,474.16	\$ 1,455.91	\$ 18.25	\$ -	\$ 1,465.00
60	52	\$ 1,474.16	\$ 1,465.00	\$ 9.16	\$ -	\$ -