

LOAN AGREEMENT

THIS LOAN AGREEMENT (as amended, modified or supplemented from time to time, this "Agreement"), dated as of this 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 acquisition of the Property (as defined in Exhibit A), as more particularly described in Exhibit B attached hereto (the "Property"). The foregoing project may hereinafter be referred to as the "Project". 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. The Loan shall be in an amount up to the Principal Amount (as defined in Exhibit A). The Loan shall be evidenced by a Promissory Note of even date herewith made by the Borrower payable to the order of Lender (as the same may be amended, renewed, restated, modified, supplemented or substituted from time to time, the "Note"), and the Loan shall be guaranteed by the Guarantor(s) (as defined in Exhibit A), jointly and severally (jointly and severally, the "Guarantor"), which guaranty shall be evidenced by a Carveout Guaranty from the Guarantor executed for the benefit of Lender, in form and substance satisfactory to Lender (as amended, modified or supplemented from time to time, the "Guaranty").

1.2 Equity Contribution. As a condition of the Loan, Borrower shall make an equity contribution to the Project of at least the Borrower Equity Contribution (as defined in Exhibit A). Lender, in its sole and absolute discretion, may allow in-kind contributions from Borrower as part of the Borrower Equity Contribution.

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 Closing. In addition to any other conditions stated in this Agreement or the other Loan Documents (as hereinafter defined), the following conditions must be satisfied prior to Lender making the first disbursement under this Agreement:

(a) Loan Documents. Receipt by Lender of appropriately completed and duly executed originals of this Agreement, the Note, and any other documents executed and delivered in connection with the Loan, as the same may be amended, restated, modified, renewed, supplemented or substituted from time to time (the "Loan Documents").

(b) Organizational Documents. Borrower shall supply with respect to itself and its manager (i) a copy of each entity's Articles of Organization and all amendments thereto, (ii) evidence satisfactory to Lender and its counsel that it is in good standing in the jurisdiction where organized and qualified to do business in every jurisdiction in which the nature of its businesses or its properties makes such qualification necessary, (iii) resolutions authorizing the due execution and delivery of the Loan Documents to which each entity is a party, and (iv) a copy of the entity's Operating Agreement and all amendments thereto, if any. Borrower shall also be required to furnish Lender with such organizational documents and certificates as the Lender may reasonably require with respect to any other member (and any constituent entity of any such member of Borrower), if any, which has management rights or a controlling interest in Borrower. None of the documents pursuant to which Borrower, its manager or any such managing or controlling entity is organized shall be amended, changed or modified in any material respect without the prior written consent of the Lender, not to be unreasonably withheld, conditioned or delayed.

(c) Equity Contribution. Borrower shall have made the Borrower Equity Contribution (as defined in Exhibit A).

(d) No Default. No event shall have occurred and be continuing that constitutes an Event of Default.

(e) Representations. All representations and warranties contained in this Agreement shall be true and correct in every material respect as of the date of the first disbursement under this Agreement.

(f) Satisfactory Documents. All documents delivered pursuant to this Agreement, the other Loan Documents or otherwise in connection with the Loan must be in form and substance satisfactory to Lender and its counsel, and all legal matters incident to this Agreement must be satisfactory to Lender's counsel.

(g) 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.

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 State (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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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 (as defined in Exhibit C).

(I) 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

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. If Borrower fails to make any payment owing to Lender under the terms of this Agreement, the Note or any other Loan Documents 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 other Loan Documents, if Borrower fails to perform or observe any term, covenant, warranty or agreement contained in this Agreement or in the other Loan Documents and such failure shall continue for a period of thirty (30) days;

(c) Defaults under Loan Documents. If an Event of Default shall occur under the Note or any other Loan Document 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 any other Loan Document, or any statement or representation made in any certificate, report or opinion delivered pursuant to this Agreement or other Loan Document or in connection with any borrowing under this Agreement

by Borrower or Guarantor or any officer, agent, employee or director of Borrower or Guarantor, 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.

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 other Loan Documents 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, and (b) Lender may exercise all rights and remedies available to it under the Loan Documents and applicable law. Borrower agrees to pay all costs and expenses incurred by Lender in enforcing any obligation under this Agreement or the other Loan Documents, 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 FOUR

MISCELLANEOUS

4.1 Defined Terms. As used in this Agreement, the term "Business Day" shall mean any day on which business is conducted by national banking institutions in the State of New York and other than Saturday or Sunday. 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 Note 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 United States mail, postage prepaid, (c) overnight prepaid delivery service, either commercial or United States Postal Service, or (d) email provided that such email notice must also be delivered by one of the means set forth in (a), (b) or (c) above.

If to Borrower:

Borrower Information (as defined in Exhibit A)

If to Lender:

Lender Information (as defined in Exhibit A)

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. 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 mail, then on actual receipt or five (5) calendar days after mailing as provided above (whichever is earlier), (c) if by overnight prepaid delivery service, then on the first business day after delivery to the delivery service, or (d) if by email, then on actual receipt provided such receipt occurs before 5:00 pm EST (otherwise, on the next business day).

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 Borrower may not assign or transfer its rights under this Agreement. Notwithstanding the above, this Section is not intended to prohibit transfers of interests in the Borrower or member entities of the Borrower which are otherwise permitted pursuant to the Loan Documents.

4.4 Entire Agreement. Except for the other Loan Documents referred to in this Agreement, this Agreement represents the entire agreement between Lender and Borrower, supersedes all prior 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 other Loan Documents 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 other Loan Documents 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 Louisiana, without reference to conflicts of law principles.

4.7 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.

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

4.9 Third Party Beneficiary. The parties do not intend the benefits of this Agreement or any other Loan Document to inure to any third party.

4.10 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 OTHER LOAN DOCUMENTS. BORROWER AGREES THAT THE LENDER MAY FILE A COPY OF THIS WAIVER WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF THE 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.

4.11 Waiver. The rights of Lender under this Agreement and the other Loan Documents shall be in addition to all other rights provided by law. No waiver of any provision of this Agreement, or any other Loan Document, 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.

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

4.13 No Setoffs. With respect to a monetary default claimed by Lender under the Loan Documents, 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 any other Loan Document. 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 other Loan Documents that Borrower shall be obligated to pay, absolutely and unconditionally, all amounts due under this Agreement and the other Loan Documents.

4.14 Publicity. At its option, Lender may announce and publicize the source of the financing in such a manner as Lender may elect.

4.15 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.

4.16 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 Louisiana 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.

4.17 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 counterclaim, 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.

4.18 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.

4.19 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.

4.20 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.

4.21 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.

4.22 Time of the Essence. Time is of the essence of this Agreement and the other Loan Documents.

4.23 Hold Harmless. Borrower shall indemnify, protect, defend and hold Lender harmless from and against any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, actual third party out of pocket attorneys' fees and court costs, in connection with claims for any such commissions, finders' fees, brokerage fees, or financial advisory fees and those arising from the inaccuracy of the foregoing representation and warranty of Borrower.

4.24 Waiver of Statute of Limitations. Borrower hereby waives all rights to plead or assert at any time any statute of limitations as a defense or bar to any action or proceeding brought to enforce this Agreement or any of the other Loan Documents or any obligations hereunder or thereunder.

[Signature Pages Follow]

THUS DONE AND PASSED, on the day, month and year first written above, by the undersigned Borrower in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with Borrower after reading of the whole.

BORROWER:

WILLIAMS VEGETABLE FARM LLC,
a Louisiana limited liability company

By: Gwendolyn Williams

Name: Gwendolyn Williams

Title: Managing Member

WITNESSES:

Diana Bringol
Print Name: Diana Bringol

Donald J Bringol
Print Name: DONALD J BRINGOL



Lyda Poret

NOTARY PUBLIC

Print Name: Lyda Poret

State Bar No./Notary Identification No.: 040193

My Commission Expires: death

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

LENDER:

STEWARD LENDING LLC,
a New York limited liability company

By: 

Name: Bridget Helgersen

Title: VP Operations of its Sole Member

EXHIBIT A

DEFINITIONS

“Principal Amount”	means	Fifty-Five Thousand Dollars (\$55,000)
“Date”	means	October 14, 2021
“Borrower” or “Maker” or “Grantor” or “Pledgor”	means	Williams Vegetable Farm LLC, a Louisiana limited liability company, having an address at 940 Bordelonville Road, Moreauville, LA 71355
“Borrower Entity Type”	means	Limited liability company
“Borrower Registered Agent Information”	means	Robert Williams 940 Bordelonville Road Moreauville, LA 71355
“Borrower State”	means	State of Louisiana
“Member(s)”	means	Gwendolyn Williams, Robert Williams
“Managing Member(s)”	means	Gwendolyn Williams
“Lender” or “Holder” or “Grantee” or “Pledgee”	means	Steward Lending LLC, a New York limited liability company, having an address at 228 Park Avenue S #41153, New York, NY 10003
“Interest Rate”	means	Seven percent (7.00%)
“First Payment Date”	means	Twelve (12) months from the Date
“Final Payment Date”	means	Eighty-four (84) months from the Date
“Maturity Date”	means	Eighty-four (84) months from the Date
“Borrower Equity Contribution”	means	Personal property, specifically a tractor
“Guarantor(s)”	means	Gwendolyn Williams, Robert Williams
“Guarantor’s Information”	means	Gwendolyn Williams & Robert Williams 940 Bordelonville Road Moreauville, LA 71355 Email: williamsrobgwen2000@gmail.com
“Property State”	means	State of Louisiana
“Property”	means	2621 Francis Smith Road

		Simmesport, LA 71369
“Borrower Information”	means	Williams Vegetable Farm LLC 940 Bordelonville Road Moreauville, LA 71355 Email: williamsrobgwen2000@gmail.com
“Lender Information”	means	Steward Lending LLC 228 Park Avenue S #41153 New York, NY 10003 Email: legal@gosteward.com
“Origination Fee”	means	3% of Principal Amount

EXHIBIT "B"

L

A certain lot or parcel of land, together with all buildings and improvements thereon, containing 4.82 ACRES, MORE OR LESS, situated, lying and being located in SECTION 16, TOWNSHIP 1 SOUTH, RANGE 6 EAST, AVOYELLES PARISH, LA, being shown as TRACT 1, on that certain Plat of Survey by Michael Henry Moreau, Jr., PLS dated February 11, 2009, a copy of which is attached to that Act of Partition filed at COB 641, page 553, entry no. 2013-00007193. Said property is bounded, now or formerly, on the NORTH by Douglas Anderson; SOUTH by Tract 2 of survey; WEST by Tract 4 of survey; and on the EAST by Francis Smith Road.

Being the same property acquired by April Michelle Sallier by Act of Donation from Annie Mae Turner Sallier dated March 3, 2016, filed March 4, 2016, recorded in COB 677, page 176, entry no. 2016-00001142, records of Avoyelles Parish, Louisiana.

EXHIBIT C

REGENERATIVE AGRICULTURE TRANSITION PLAN

Adherence to this Transition Plan is required by Steward as a condition of financing. It consists of:

- a. A description of the property and practices currently used;
- b. Requirements to maintain certain practices that are in harmony with the principles of Regenerative Agriculture as described in the Agreement; and
- c. Requirements to meet key benchmarks by prescribed milestone dates.

Description & Current Practices

Acreage	4.82
Previous Use	Conventional corn and soy production.
Production	Cooking greens including collards and mustards, as well as other brassicas including broccoli and cabbage.
Seasonality	Year-round vegetable production with a focus on Fall, Winter and Spring production of leafy greens.
Inputs	Lime for pH adjustment, synthetic fertilizers to provide adequate nutrients focused on nitrogen, phosphorus and potassium, broad spectrum pesticides.
Rotation	Minimal rotation with a focus on leafy greens.
Cover Cropping	Summer cover cropping of approximately 30% of production acreage.

Practices to Maintain

Borrower is required to maintain the following practices:

Inputs	No preemptive pesticide use.
Production	Selection of pest and disease resistant regionally appropriate varieties.
Rotation	Rotational production planning.
Crop Diversity	Maintenance of polyculture.

Benchmarks and Milestone Dates

Borrower is required to meet the following Benchmarks for implementation by the milestone dates set out below.

DATE	BENCHMARKS
2022	<ul style="list-style-type: none">• Introduction of non-leafy green vegetables as part of a rotation plan for fall production.• Development of a Growers Materials Application form, NOP § 205.206, 205.203 & 205.600.• Recording of all applied inputs.• Minimal use of synthetic fertilizers and pesticides.• Cover crop rotation.• Identification of organic input sources.• May and October update phone calls.
2023	<ul style="list-style-type: none">• Development of an Organic System Plan.• Development of a 3-year rotational production plan.• Recording of all applied inputs.• No use of synthetic pesticides or fertilizers.• Cover crop rotation.• Submission of an annual report in October describing the transition effort.
2024	<ul style="list-style-type: none">• Adherence to the Williams Vegetable Farm Organic Systems Plan• Submission of an annual report in October describing the transition effort.

EXHIBIT "B"

LEGAL DESCRIPTION

A certain lot or parcel of land, together with all buildings and improvements thereon, containing 4.82 ACRES, MORE OR LESS, situated, lying and being located in SECTION 16, TOWNSHIP 1 SOUTH, RANGE 6 EAST, AVOYELLES PARISH, LA, being shown as TRACT 1, on that certain Plat of Survey by Michael Henry Moreau, Jr., PLS dated February 11, 2009, a copy of which is attached to that Act of Partition filed at COB 641, page 553, entry no. 2013-00007193. Said property is bounded, now or formerly, on the NORTH by Douglas Anderson; SOUTH by Tract 2 of survey; WEST by Tract 4 of survey; and on the EAST by Francis Smith Road.

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