

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 5 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) Commencing on the First Payment Date (as defined in Exhibit A) and continuing on the same day of each calendar month thereafter (each, a "Payment Date") through and including the Final Payment Date (as defined in Exhibit A), payment of interest and principal Note shall be due and payable in accordance with the Payment Schedule set forth in Exhibit B.

(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. **Loan Documents.** Maker's Obligations under this Note are secured by, among other things: (i) a Multiple Indebtedness Mortgage, Pledge of Leases and Rents and Security Agreement encumbering the property commonly known as the Property (as defined in Exhibit A); (ii) a Pledge of Leases, Rents, Profits and Contracts; (iii) Environmental Indemnity Agreement; and (iv) a Carveout Guaranty (together with this Note and any other documents executed in connection with this Note, the "Loan Documents").

6. **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.

7. **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 other Loan Documents shall be made to Holder not later than 12:00 noon EST, on the date when due, and shall be made in lawful money of the United States of America in federal or other immediately available funds to an address specified to Maker by Holder in writing, and any funds received by Holder after such time, for all purposes hereof, shall be deemed to have been paid on the next succeeding business day.

(b) Except as specifically set forth in this Note or the other Loan Documents, all sums payable by Maker under this Note or any of the other Loan Documents shall be paid without notice, demand, counterclaim (other than mandatory counterclaims), setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction.

8. **Waivers.** With respect to the amounts due pursuant to this Note or any of the other Loan Documents, 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 in the handling of securities at any time existing in connection herewith, 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 any of the other Loan Documents (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.

9. **Usury Savings Clause.** This Note and the other Loan Documents 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 other Loan Documents, 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.

10. **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.

11. **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.

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

13. **Governing Law.** This Note, and all disputes arising hereunder and thereunder, shall be interpreted and enforced according to the laws of the State of Louisiana (without giving effect to rules regarding conflict of laws).

14. **Venue.** Maker 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 Note and waives all objections which it may have to such jurisdiction and venue.

15. **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 OTHER LOAN DOCUMENTS. 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.**

16. **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.
17. **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.
18. **Time of Essence.** Time is of the essence to this Note.
19. **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.
20. **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 other Loan Documents in one or more transactions.
21. **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.
22. **Days.** Unless otherwise stated, a reference herein, and in the Loan Documents, to "day" shall mean a calendar day. Where used herein, and in the Loan Documents, "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.
23. **Expenses.** Contemporaneously with the full execution and delivery of this Note, Maker shall pay Holder all reasonable attorneys' fees and expenses which Holder may incur in connection with the preparation and negotiation of this Note and the Origination Fee (as defined in Exhibit A).
24. **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.

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

MAKER:

WILLIAMS VEGETABLE FARM LLC,
a Louisiana limited liability company

By: Gwendolyn Williams

Name: Gwendolyn Williams

Title: Managing Member

WITNESSES:

Diane Bering
Print Name: Diane Bering

Donald Bering
Print Name: DONALD BERING



Lydia Poret
NOTARY PUBLIC

Print Name: Lydia Poret
State Bar No./Notary Identification No.: 080493
My Commission Expires: death

EXHIBIT A

DEFINED TERMS

[INSERT DEFINED TERMS]

EXHIBIT B

PAYMENT SCHEDULE

[INSERT PAYMENT SCHEDULE]