

LOAN AGREEMENT

TMS LOAN AGREEMENT

BETWEEN:

**Marco De Donato, and
Maria Teresa De Donato.**
(the "Lender")

OF THE FIRST PART

AND

New Harvest Solutions LLC
(the "Borrower")

OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, both parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

Loan Amount & Interest

I. The Lender promises to loan \$ 100,000.00 USD (One hundred thousand dollars) to the Borrower and the Borrower promises to repay this principal amount to the Lender, with interest payable on the unpaid principal at the rate of **12.00 percent per annum**, calculated yearly not in advance, **beginning on March/01/2024.**

Payment

2. This Loan will be repaid in full on **March/01/2025**. (In 12 months term)

Default

3. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.

4. Further, if the Lender declares the principal amount owing under this Agreement to be immediately due and payable, and the Borrower fails to provide full payment, interest at the rate of 10.00 percent per annum, calculated yearly not in advance, will be charged on the outstanding amount, commencing the day the principal amount is declared due and payable, until full payment is received by the Lender.

Governing Law

5. This Agreement will be construed in accordance with and governed by the laws of the State of New Jersey.

Costs

6. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.

Binding Effect

7. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

8. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

Severability

9. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

10. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

11. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this

SIGNED, SEALED, AND DELIVERED

On this date: 2/29/2024

DocuSigned by:

Marco De Donato

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Marco De Donato

Maria Teresa De Donato

4EA068092C9A4D6...

Maria Teresa De Donato

(the "Lender")

SIGNED, SEALED, AND DELIVERED

On this date: 2/29/2024

DocuSigned by:

Wilmar Dasilveira

278GF500F81E47A...

New Harvest Solutions LLC

Wilmar Dasilveira.

(the "Borrower")