

IN THE CIRCUIT COURT OF THE FOURTH
JUDICIAL CIRCUIT IN AND FOR DUVAL
COUNTY, FLORIDA

CASE NO.:

DIVISION:

FIRST-CITIZENS BANK & TRUST
COMPANY,

Plaintiff,

v.

HONEY LAKE FARMS, INC., a Florida not
for profit corporation, NORTHSTREAM
MANAGEMENT GROUP LLC, a Florida
limited liability company, WEEMS GROUP,
LLC, a Florida limited liability company,
CHARLES STOVALL WEEMS, IV a/k/a
CHARLES WEEMS, individually, and
KERRI WEEMS, individually,

Defendants.

_____ /

COMPLAINT

Plaintiff, FIRST-CITIZENS BANK & TRUST COMPANY (“First-Citizens” or
“Plaintiff”), by and through its undersigned attorneys, and files this, its Complaint against the
Defendants, HONEY LAKE FARMS, INC., a Florida not for profit corporation,
NORTHSTREAM MANAGEMENT GROUP LLC, a Florida limited liability company, WEEMS
GROUP, LLC, a Florida limited liability company, CHARLES STOVALL WEEMS, IV a/k/a
CHARLES WEEMS, individually, and KERRI WEEMS, individually, and in support thereof
states the following:

GENERAL ALLEGATIONS

1. This is an action for damages concerning defaults on commercial loans in excess of thirty thousand (\$30,000) dollars, exclusive of interests, costs, and attorney's fees.

2. Venue properly rests in the courts of Duval County, Florida, pursuant to Section 47.011, *Florida Statutes*, because, based on upon information and belief, the Defendants operate their businesses or personally reside in Duval County, and the causes of action alleged herein accrued in Duval County, Florida. Further, Plaintiff, First-Citizens, is a national banking association that did or does business in Duval County, Florida and has capacity to sue pursuant to 12 U.S.C. § 24.

3. Defendant, HONEY LAKE FARMS, INC, is a Florida not for profit corporation, exists under the laws of the State of Florida with its principal place of business located in Duval County, Florida and does/did conduct business in Duval County, Florida.

4. Defendant, NORTHSTREAM MANAGEMENT GROUP LLC, a Florida limited liability company, exists under the laws of the State of Florida with its principal place of business located in Duval County, Florida and does/did conduct business in Duval County, Florida.

5. Defendant, WEEMS GROUP, LLC, a Florida limited liability company, exists under the laws of the State of Florida with its principal place of business located in Duval County, Florida and does/did conduct business in Duval County, Florida.

6. Defendants, HONEY LAKE FARMS, INC., NORTHSTREAM MANAGEMENT GROUP LLC, and WEEMS GROUP, LLC are hereinafter collectively referred to as the ("Defendant Businesses"). Defendants, CHARLES STOVALL WEEMS, IV a/k/a CHARLES WEEMS and KERRI WEEMS are hereinafter collectively referred to as ("Defendant Weems" or the "Guarantors").

7. Defendant, CHARLES STOVALL WEEMS, IV a/k/a CHARLES WEEMS, individually, ("CHARLES WEEMS"), is an authorized agent and guarantor for one or more of the

Defendant Businesses, and is a citizen and resident of Duval County, Florida, and is over the age of eighteen (18) years and is otherwise *sui juris*.

8. Defendant, KERRI WEEMS, individually, is an authorized agent and guarantor for one or more of the Defendant Businesses, and is a citizen and resident of Duval County, Florida, and is over the age of eighteen (18) years and is otherwise *sui juris*.

9. For value received on or about September 3, 2021, Defendant, HONEY LAKE FARMS, INC., executed and delivered to First-Citizens a Promissory Note (“Note”) in the principal amount of \$500,000.00, Account No. xxxx5072. A true and correct copy is attached hereto as **Exhibit “A.”**

10. For value received on or about September 3, 2021, Defendant, HONEY LAKE FARMS, INC., executed and delivered to First-Citizens a Business Loan Agreement documenting additional terms and conditions of the loan evidenced by the Note in the principal amount of \$500,000.00. A true and correct copy is attached hereto as **Exhibit “B.”**

11. For value received on or about September 3, 2021, Defendant, HONEY LAKE FARMS, INC., executed and delivered to First-Citizens a Commercial Security Loan Agreement granting First-Citizens a security interest in the collateral described therein to secure the loan evidenced by the Note in the principal amount of \$500,000.00. A true and correct copy is attached hereto as **Exhibit “C.”**

12. To secure and perfect its security interest in the tangible and intangible collateral used to secure the Note, Defendant, HONEY LAKE FARMS, INC. agreed to the execution and delivery of a UCC-1 Financing Statement for the payment of all sums do under the Note. Defendant, HONEY LAKE FARMS, INC., granted Plaintiff a security interest in the Collateral as defined in the subject Note and related loan documents outlined herein, and as more specifically set forth in the UCC-1 Financing Statement recorded in the Florida Secured Transaction Registry, on

September 15, 2021, at Instrument number 202108457288 (“HONEY LAKE UCC Lien”). A true and correct copy of is attached hereto as **Exhibit “D.”**

13. For value received on or about September 3, 2021, Defendant, CHARLES WEEMS, personally, executed and delivered to First-Citizens, a Commercial Guaranty (“CW Guaranty”), in which he absolutely and unconditionally guaranteed the full and punctual payment and satisfaction of the indebtedness of the Note. A true and correct copy is attached hereto as **Exhibit “E.”**

14. For value received on or about July 12, 2021, Defendant, HONEY LAKE FARMS, INC. executed and delivered to First-Citizens, a Business VISA Credit Card Cardholder Agreement, Account No. xxxx6992, in the credit line amount of \$125,000.00 (herein “HLF Credit Card”). A true and correct copy is attached hereto as **Exhibit “F.”**

15. For value received on or about August 12, 2021, Defendant, NORTHSTREAM MANAGEMENT GROUP LLC, executed and delivered to First-Citizens, a Business VISA Credit Card Cardholder Agreement in the credit line amount of \$20,000.00 (herein “NORTHSTREAM Credit Card”). A true and correct copy of the most recent statement evidencing the line of credit is attached hereto as **Exhibit “G.”**¹

16. For value received on or about August 12, 2021, Defendant, WEEMS GROUP, LLC, executed and delivered to First-Citizens, a Business VISA Credit Card Cardholder Agreement in the credit line amount of \$50,000.00 (herein “WEEMS GROUP Credit Card #1”). A true and correct copy of the most recent statement evidencing the line of credit is attached hereto as **Exhibit “H.”** *See also* Footnote 1.

¹ Credit Card agreements and their terms and conditions were accepted with the underlying Note and upon use of the credit card and do not require the execution of separate agreement.

17. For value received on or about August 12, 2021, Defendant, WEEMS GROUP, LLC, executed and delivered to First-Citizens, a second Business VISA Credit Card Cardholder Agreement in the credit line amount of \$50,000.00 (herein “WEEMS GROUP Credit Card #2”). A true and correct copy of the most recent statement evidencing the line of credit is attached hereto as **Exhibit “I.”** *See also* Footnote 1.

18. For value received on or about February 5, 2021, Defendant, KERRI WEEMS, personally, executed and delivered to First-Citizens, a Commercial Guaranty (“KW Guaranty”), in which she absolutely and unconditionally guaranteed the full and punctual payment and satisfaction of the indebtedness of incurred by the borrower, WEEMS GROUP, LLC. A true and correct copy is attached hereto as **Exhibit “J.”**

19. On April 19, 2022, the Defendants were sent a notice that they were in default under the Loan Documents based on their failure to pay the amounts due and owing as outlined in the subject letter (“Notice of Default”) and all subsequent payments due thereafter. A true and correct copy of the Notice of Default is attached hereto as **Exhibit “K.”** Exhibits “A” through “K” are collectively referred hereinafter as the “**Loan Documents.**”

20. All conditions precedent to the Defendants’ obligation to pay First-Citizens the indebtedness due pursuant to the Loan Documents and to First-Citizen’s right to bring this action have occurred or have been waived.

21. First-Citizens has made demand on each of the Defendants for repayment of the outstanding balance due and the Defendants have failed, neglected, and refused to pay the Plaintiff upon the said account. Consequently, First-Citizens declared the entire principal balances due under the Loan Documents to be immediately due and owing.

22. As of May 5, 2022, the Defendants collectively owe First-Citizens the total outstanding balance of \$716,123.14 under the Loan Documents, together with applicable fees including all

necessary expenses and charges permitted by the Loan Documents and by law, including, but not limited to, attorney's fees and costs and all sums reasonably expended for the collection of the debt due. This indebtedness remains due and owing to First-Citizens and has not been paid.

23. As a result of the default, the Plaintiff retained undersigned counsel to prosecute its claim against the Defendants and is entitled to court costs, interest and contract fees pursuant to the terms of the Loan Documents. Under the terms of the Loan Documents, the Defendants have agreed to pay and are liable for such fees and costs incurred by First-Citizens.

COUNT I
(Breach of Contract-Action to Enforce Promissory Note)

24. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23 above as though fully set forth herein.

25. The Note required the Defendant, HONEY LAKE FARMS, INC. to make monthly payments of principal and interest according to the schedule, terms and conditions more particularly set forth therein, with all outstanding principal, interest, fees, and other sums due under the Note on or before the maturity date.

26. Defendant, HONEY LAKE FARMS, INC. has defaulted under the Note by failing to pay the amount due on or about March 5, 2022 and all subsequent payments thereafter, including but not limited to, the principal, interest and other sums due.

27. Payments pursuant to the Note are due and owing and the debt has been accelerated as a result of the default listed above.

28. As of the filing of this Complaint, Defendant, HONEY LAKE FARMS, INC. owes to Plaintiff, First-Citizens Bank & Trust Company, the outstanding principal balance of \$505,167.20 together with interest, late charges, plus all costs and fees, including attorneys' fees, and all other expenses recoverable pursuant to the Note. Interest continues to accrue hereafter at a per diem

rate, plus any late charges, advances, and other fees.

29. Plaintiff is the owner and holder of the Note.

WHEREFORE, Plaintiff, First-Citizens Bank & Trust Company, hereby demands judgment against the Defendant, HONEY LAKE FARMS, INC., a Florida not for profit corporation, for all amounts due and owing to Plaintiff pursuant to the Note, including, but not limited to, all damages, interest, costs and attorney's fees; and that the Court retain jurisdiction for the purpose of granting such other and further relief as this Court deems just and proper.

COUNT II
(Breach of Charles Weems Guaranty)

30. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23 and 25-29 above as though fully set forth herein.

31. This is an action to enforce the guaranty executed by Defendant, CHARLES STOVALL WEEMS, IV a/k/a CHARLES WEEMS concerning the subject Note and account. *See* Paragraph 13 and Exhibit "E."

32. Under the CW Guaranty, CHARLES STOVALL WEEMS, IV a/k/a CHARLES WEEMS guaranteed payment of indebtedness owed by Defendant, HONEY LAKE FARMS, INC. to First-Citizens.

33. First-Citizens owns and holds the Guaranty.

34. Defendant, CHARLES STOVALL WEEMS, IV a/k/a CHARLES WEEMS has breached the Guaranty by failing to pay all amounts due and owing under the Note and the Account despite default and proper notice and demand by Plaintiff.

WHEREFORE, Plaintiff demands judgment for money damages against Defendant, CHARLES STOVALL WEEMS, IV a/k/a CHARLES WEEMS, for all amounts due and owing by HONEY LAKE FARMS, INC. under the Note and the account, including, but not limited to,

the total balance due, interest, reasonable attorneys' fees and costs in this action and that the Court retain jurisdiction for the purpose of awarding such other and further relief as this Court deems just and appropriate.

COUNT III
(Breach of VISA Credit Card Agreement-HLF Credit Card)

35. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23 and 33-34 above as though fully set forth herein.

36. This is an action for breach of a VISA Credit Card Agreement (HLF Credit Card) between HONEY LAKE FARMS, INC. and First-Citizens.

37. On or about July 12, 2021, Defendant HONEY LAKE FARMS, INC. was approved for a credit card with Plaintiff with a credit limit in the amount of \$125,000.00. *See Exhibit "F."*

38. Defendant, HONEY LAKE FARMS, INC., has breached their obligations under the credit card by failing and refusing to make payments when due.

39. As a result of the Defendant, HONEY LAKE FARMS, INC.'s breach of the credit card account, Plaintiff has suffered damages in the sum of \$140,114.08.

40. All amounts due and owing pursuant to the HLF Credit Card VISA Agreement are immediately due and owing pursuant to the demands made upon Defendant, HONEY LAKE FARMS, INC.

41. Pursuant to the credit card agreement, Defendant, HONEY LAKE FARMS, INC. owes First-Citizens the outstanding HLF Credit Card balance, plus accrued interest pursuant to the agreement, and all costs and expenses incurred in enforcing the agreement, including, but not limited to, reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment for money damages against Defendant, HONEY LAKE FARMS, INC., for the amount due and owing under the HLF Credit Card VISA

Agreement, including, but not limited to, the total balance due, interest, reasonable attorneys' fees and costs in this action and that the Court retain jurisdiction for the purpose of granting such other and further relief as this Court deems just and proper.

COUNT IV
(Account Stated-HONEY LAKE FARMS, INC.)

42. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23, and 37-39 above as though fully set forth herein.

43. This is an action for account stated under the HLF Credit Card VISA Agreement between Defendant, HONEY LAKE FARMS, INC. and First-Citizens.

44. Before the institution of this action, Defendant HONEY LAKE FARMS, INC. had business transactions with Plaintiff, First-Citizens, under a credit card account loan made pursuant to, and governed by, the HLF Credit Card VISA Agreement between HONEY LAKE FARMS, INC. and First-Citizens. The Parties agreed to the resulting balance.

45. After Defendant agreed to the terms of the HLF Credit Card VISA Agreement, and subsequently began using the subject credit card, First-Citizens rendered statements under the VISA Agreement to HONEY LAKE FARMS, INC. and said Defendant did not object to the Statements within a reasonable period of time.

46. First-Citizens owns and holds the subject credit card Account.

47. Prior to the initiation of this action, Plaintiff made demand for payment from Defendant for the outstanding balance due, however, Defendant has failed and refused to pay the demanded amount. *See Exhibit "K."*

48. All conditions precedent to Defendant's obligation to pay First-Citizens the indebtedness due pursuant to the Account and to First-Citizens' entitlement to bring this action have occurred or have been waived.

49. Defendant has defaulted under the Account and HLF Credit Card VISA Agreement by failing to make the payment due on or about January 1, 2022, and all subsequent payments due and accruing thereafter.

50. As of May 5, 2022, Defendant owes First-Citizens the total outstanding balance on the credit card Account in the amount of \$140,114.08, together with applicable fees including all necessary expenses and charges permitted by the Account and by law, including, but not limited to, attorney's fees and costs and all sums reasonably expended for the collection of the debt due under the Account. This indebtedness remains due and owing to First-Citizens and has not been paid.

WHEREFORE, Plaintiff demands judgment for money damages against Defendant, HONEY LAKE FARMS, INC., for the amount due and owing under the HLF Credit Card VISA Agreement and Account, including, but not limited to, the total balance due, interest (if applicable), reasonable attorneys' fees and costs in this action and that the Court retain jurisdiction for the purpose of granting such other and further relief as this Court deems just and proper.

COUNT V
(Open Account - HONEY LAKE FARMS, INC.)

51. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23 and 37-39, and 46 above as though fully set forth herein.

52. This is an action for damages for open account concerning the HLF Credit Card VISA Agreement between Defendant, HONEY LAKE FARMS, INC. and First-Citizens.

53. Defendant owes Plaintiff the sum of \$140,114.08 according to the HLF Credit Card VISA Agreement and pursuant to the statements or invoices submitted for Defendant's credit card.

54. Prior to the initiation of this action, Plaintiff made demand for payment from Defendant for the outstanding balance due, however, Defendant has failed and refused to pay the demanded amount. *See Exhibit "K."*

55. All conditions precedent to Defendant's obligation to pay First-Citizens the indebtedness due pursuant to the HLF Credit Card VISA Agreement and Account and to First-Citizens' entitlement to bring this action have occurred or have been waived.

WHEREFORE, Plaintiff demands judgment for money damages against Defendant, HONEY LAKE FARMS, INC., for the amount due and owing under the Open Account, including, but not limited to, the total balance due, interest, reasonable attorneys' fees and costs in this action and that the Court retain jurisdiction for the purpose of granting such other and further relief as this Court deems just and proper.

COUNT VI

(Money Lent (Credit Card)- HONEY LAKE FARMS, INC.)

56. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23 and 37-39, 53 above as though fully set forth herein.

57. Defendant, HONEY LAKE FARMS, INC. owes Plaintiff \$140,114.08, that is due with interest for money lent by Plaintiff to Defendant.

WHEREFORE, the Plaintiff, FIRST-CITIZENS, respectfully requests that this Honorable Court enter Judgment in its favor and against Defendant, HONEY LAKE FARMS, INC., for damages, attorney's fees and costs, and for such other and further relief as this Honorable Court deems just and appropriate under the circumstances.

COUNT VII

(Unjust Enrichment-Plead in the Alternative- HONEY LAKE FARMS, INC.)

58. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23 and 37-39, 53 and 57 above as though fully set forth herein.

59. Valuable credit card services have been rendered to Defendant, HONEY LAKE FARMS, INC. Further, Defendant has benefited from all the charges made to the HLF Credit Card, and Plaintiff is entitled to compensation for same.

60. If Defendant, HONEY LAKE FARMS, INC. does not compensate Plaintiff, then the Defendant will be unjustly enriched at the expense of Plaintiff.

61. Defendant has been unjustly enriched at the expense and detriment of the Plaintiff in the sum \$140,114.08, no part of which has been paid, although duly demanded.

62. Plaintiff has no adequate remedy at law.

WHEREFORE, the Plaintiff, FIRST-CITIZENS, respectfully requests that this Honorable Court enter Judgment in its favor and against Defendant, HONEY LAKE FARMS, INC., for unjust enrichment, plus attorney's fees and costs, and for such other and further relief as this Honorable Court deems just and appropriate under the circumstances.

COUNT VIII

(Breach of VISA Credit Card Agreement-NORTHSTREAM Credit Card)

63. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23 above as though fully set forth herein.

64. This is an action for breach of a VISA Credit Card Agreement (NORTHSTREAM Credit Card) between Defendant, NORTHSTREAM MANAGEMENT GROUP LLC and First-Citizens.

65. On or about August 12, 2021, Defendant NORTHSTREAM MANAGEMENT GROUP LLC was approved for a credit card with Plaintiff with a credit limit in the amount of \$20,000. See Exhibit "G."

66. Defendant, NORTHSTREAM MANAGEMENT GROUP LLC, has breached their obligations under the credit card by failing and refusing to make payments when due.

67. As a result of the Defendant, NORTHSTREAM MANAGEMENT GROUP LLC's breach of the credit card account, Plaintiff has suffered damages in the sum of \$18,989.95

68. All amounts due and owing pursuant to the NORTHSTREAM Credit Card VISA Agreement are immediately due and owing pursuant to the demands made upon Defendant, NORTHSTREAM MANAGEMENT GROUP LLC.

69. Pursuant to the credit card agreement, Defendant, NORTHSTREAM MANAGEMENT GROUP LLC, owes First-Citizens the outstanding NORTHSTREAM Credit Card balance, plus accrued interest pursuant to the agreement, and all costs and expenses incurred in enforcing the agreement, including, but not limited to, reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment for money damages against Defendant, NORTHSTREAM MANAGEMENT GROUP LLC, for the amount due and owing under the NORTHSTREAM Credit Card VISA Agreement, including, but not limited to, the total balance due, interest, reasonable attorneys' fees and costs in this action and that the Court retain jurisdiction for the purpose of granting such other and further relief as this Court deems just and proper.

COUNT IX

(Account Stated- NORTHSTREAM MANAGEMENT GROUP LLC)

70. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23, and 65-67 above as though fully set forth herein.

71. This is an action for account stated under the NORTHSTREAM Credit Card VISA Agreement between Defendant, NORTHSTREAM MANAGEMENT GROUP LLC and First-Citizens.

72. Before the institution of this action, Defendant NORTHSTREAM MANAGEMENT GROUP LLC had business transactions with Plaintiff, First-Citizens, under a credit card account loan made pursuant to, and governed by, the NORTHSTREAM Credit Card VISA Agreement

between NORTHSTREAM MANAGEMENT GROUP LLC and First-Citizens. The Parties agreed to the resulting balance.

73. After Defendant agreed to the terms of the NORTHSTREAM Credit Card VISA Agreement, and subsequently began using the subject credit card, First-Citizens rendered statements under the VISA Agreement to NORTHSTREAM MANAGEMENT GROUP LLC and said Defendant did not object to the Statements within a reasonable period of time.

74. First-Citizens owns and holds the subject credit card Account.

75. Prior to the initiation of this action, Plaintiff made demand for payment from Defendant for the outstanding balance due, however, Defendant has failed and refused to pay the demanded amount. *See Exhibit "G."*

76. All conditions precedent to Defendant's obligation to pay First-Citizens the indebtedness due pursuant to the Account and to First-Citizens' entitlement to bring this action have occurred or have been waived.

77. Defendant has defaulted under the Account and NORTHSTREAM Credit Card VISA Agreement by failing to make the payment due on or about January 1, 2022, and all subsequent payments due and accruing thereafter.

78. As of May 5, 2022, Defendant owes First-Citizens the total outstanding balance on the credit card Account in the amount of \$18,989.95, together with applicable fees including all necessary expenses and charges permitted by the Account and by law, including, but not limited to, attorney's fees and costs and all sums reasonably expended for the collection of the debt due under the Account. This indebtedness remains due and owing to First-Citizens and has not been paid.

WHEREFORE, Plaintiff demands judgment for money damages against Defendant, NORTHSTREAM MANAGEMENT GROUP LLC, for the amount due and owing under the

NORTHSTREAM Credit Card VISA Agreement and Account, including, but not limited to, the total balance due, interest, reasonable attorneys' fees and costs in this action and that the Court retain jurisdiction for the purpose of granting such other and further relief as this Court deems just and proper.

COUNT X

(Open Account - NORTHSTREAM MANAGEMENT GROUP LLC)

79. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23, 65-67, and 72-75 above as though fully set forth herein.

80. This is an action for damages for open account concerning the NORTHSTREAM Credit Card VISA Agreement between Defendant, NORTHSTREAM MANAGEMENT GROUP LLC and First-Citizens.

81. Defendant owes Plaintiff the sum of \$18,989.95 according to the NORTHSTREAM Credit Card VISA Agreement and pursuant to the statements or invoices submitted for Defendant's credit card.

82. Prior to the initiation of this action, Plaintiff made demand for payment from Defendant for the outstanding balance due, however, Defendant has failed and refused to pay the demanded amount. *See* Exhibit "G."

83. All conditions precedent to Defendant's obligation to pay First-Citizens the indebtedness due pursuant to the NORTHSTREAM Credit Card VISA Agreement and Account and to First-Citizens' entitlement to bring this action have occurred or have been waived.

WHEREFORE, Plaintiff demands judgment for money damages against Defendant, NORTHSTREAM MANAGEMENT GROUP LLC, for the amount due and owing under the Open Account, including, but not limited to, the total balance due, interest, reasonable attorneys' fees

and costs in this action and that the Court retain jurisdiction for the purpose of granting such other and further relief as this Court deems just and proper.

COUNT XI

(Money Lent (Credit Card)- NORTHSTREAM MANAGEMENT GROUP LLC)

84. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23, 65-67, 72-75 and 81-82 above as though fully set forth herein.

85. Defendant, NORTHSTREAM MANAGEMENT GROUP LLC owes Plaintiff \$18,621.35, that is due with interest for money lent by Plaintiff to Defendant.

WHEREFORE, the Plaintiff, FIRST-CITIZENS, respectfully requests that this Honorable Court enter Judgment in its favor and against Defendant, NORTHSTREAM MANAGEMENT GROUP LLC, for damages, attorney's fees and costs, and for such other and further relief as this Honorable Court deems just and appropriate under the circumstances.

COUNT XII

(Unjust Enrichment-Plead in the Alternative - NORTHSTREAM MANAGEMENT GROUP LLC)

86. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23, 65-67, 72-75, 81-82 and 85 above as though fully set forth herein.

87. Valuable credit card services have been rendered to Defendant, NORTHSTREAM MANAGEMENT GROUP LLC. Further, Defendant has benefited from all the charges made to the HLF Credit Card, and Plaintiff is entitled to compensation for same.

88. If Defendant, NORTHSTREAM MANAGEMENT GROUP LLC does not compensate Plaintiff, then the Defendant will be unjustly enriched at the expense of Plaintiff.

89. Defendant has been unjustly enriched at the expense and detriment of the Plaintiff in the sum \$18,989.95, no part of which has been paid, although duly demanded.

90. Plaintiff has no adequate remedy at law.

WHEREFORE, the Plaintiff, FIRST-CITIZENS, respectfully requests that this Honorable Court enter Judgment in its favor and against Defendant, NORTHSTREAM MANAGEMENT GROUP LLC, for unjust enrichment, plus attorney's fees and costs, and for such other and further relief as this Honorable Court deems just and appropriate under the circumstances.

COUNT XIII

(Breach of VISA Credit Card Agreement-WEEMS GROUP Credit Card #1 and #2)

91. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23 above as though fully set forth herein.

92. This is an action for breach of a VISA Credit Card Agreements (WEEMS GROUP Credit Card #1 and #2) between Defendant, WEEMS GROUP, LLC and First-Citizens.

93. On or about August 12, 2021, Defendant WEEMS GROUP, LLC was approved for two (2) separate credit cards with Plaintiff with each having a credit limit in the amount of \$50,000. *See Exhibits "H" and "I."*

94. Defendant, WEEMS GROUP, LLC, has breached their obligations under both credit card agreements by failing and refusing to make payments when due.

95. As a result of the Defendant, WEEMS GROUP, LLC's breach of the WEEMS GROUP Credit Card #1 and #2 Agreements, Plaintiff has suffered damages in the sum of \$50,867.28 (Credit Card #1) and \$984.63 (Credit Card #2).

96. All amounts due and owing pursuant to the WEEMS Credit Card #1 and #2 VISA Agreements are immediately due and owing pursuant to the demands made upon Defendant, WEEMS GROUP, LLC.

97. Pursuant to the credit card agreement, Defendant, WEEMS GROUP, LLC, owes First-Citizens the outstanding WEEMS GROUP Credit Card #1 and #2 balances, plus accrued interest

pursuant to the agreement, and all costs and expenses incurred in enforcing the agreement, including, but not limited to, reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment for money damages against Defendant, WEEMS GROUP, LLC, for the amount due and owing under the WEEMS GROUP Credit Card #1 and #2 VISA Agreements, including, but not limited to, the total balance due, interest, reasonable attorneys' fees and costs in this action and that the Court retain jurisdiction for the purpose of granting such other and further relief as this Court deems just and proper.

COUNT XIV

(Account Stated- WEEMS GROUP, LLC)

98. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23, 93-95 above as though fully set forth herein.

99. This is an action for account stated under the WEEMS GROUP Credit Card #1 and #2 VISA Agreements between Defendant, WEEMS GROUP, LLC and First-Citizens.

100. Before the institution of this action, Defendant WEEMS GROUP, LLC had business transactions with Plaintiff, First-Citizens, under two (2) credit card account loans made pursuant to, and governed by, the WEEMS GROUP Credit Card #1 and #2 VISA Agreements between WEEMS GROUP, LLC and First-Citizens. The Parties agreed to the resulting balances.

101. After Defendant agreed to the terms of the WEEMS GROUP Credit Card #1 and #2 VISA Agreements, and subsequently began using the subject credit cards, First-Citizens rendered statements under the VISA Agreements to WEEMS GROUP, LLC and said Defendant did not object to the Statements within a reasonable period of time.

102. First-Citizens owns and holds the subject credit card Accounts.

103. Prior to the initiation of this action, Plaintiff made demand for payment from Defendant for the outstanding balance due, however, Defendant has failed and refused to pay the demanded amounts. *See* Exhibits “H” and “I.”

104. All conditions precedent to Defendant’s obligation to pay First-Citizens the indebtedness due pursuant to the credit card Accounts and to First-Citizens’ entitlement to bring this action have occurred or have been waived.

105. Defendant has defaulted under both credit card Accounts and the WEEMS GROUP Credit Card #1 and #2 VISA Agreements by failing to make the payment due on or about February 2, 2022, and all subsequent payments due and accruing thereafter.

106. As of May 5, 2022, Defendant owes First-Citizens the total outstanding balance on the credit card Accounts in the amount of \$50,867.28 (Credit Card #1) and \$984.63 (Credit Card #2), together with applicable fees including all necessary expenses and charges permitted by the Account and by law, including, but not limited to, attorney’s fees and costs and all sums reasonably expended for the collection of the debt due under the Account. This indebtedness remains due and owing to First-Citizens and has not been paid.

WHEREFORE, Plaintiff demands judgment for money damages against Defendant, WEEMS GROUP, LLC, for the amount due and owing under the WEEMS GROUP Credit Card #1 and #2 VISA Agreements and Accounts, including, but not limited to, the total balance due, interest, reasonable attorneys’ fees and costs in this action and that the Court retain jurisdiction for the purpose of granting such other and further relief as this Court deems just and proper.

COUNT XV

(Open Account - WEEMS GROUP, LLC)

107. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23, 93-95, 100, 101 and 105 above as though fully set forth herein.

108. This is an action for damages for open account concerning the WEEMS GROUP Credit Card #1 and #2 VISA Agreements between Defendant, WEEMS GROUP, LLC and First-Citizens.

109. Defendant owes Plaintiff the amount of \$50,867.28 (Credit Card #1) and \$984.63 (Credit Card #2) according to the WEEMS GROUP Credit Card VISA Agreement and pursuant to the statements or invoices submitted for Defendant's credit card.

110. Prior to the initiation of this action, Plaintiff made demand for payment from Defendant for the outstanding balance due, however, Defendant has failed and refused to pay the demanded amount. *See* Exhibits "H" and "I."

111. All conditions precedent to Defendant's obligation to pay First-Citizens the indebtedness due pursuant to the WEEMS GROUP Credit Card #1 and #2 VISA Agreements and Accounts and to First-Citizens' entitlement to bring this action have occurred or have been waived.

WHEREFORE, Plaintiff demands judgment for money damages against Defendant, WEEMS GROUP, LLC, for the amount due and owing under the Open Accounts, including, but not limited to, the total balance due, interest, reasonable attorneys' fees and costs in this action and that the Court retain jurisdiction for the purpose of granting such other and further relief as this Court deems just and proper.

COUNT XVI

(Money Lent (Credit Card)- WEEMS GROUP, LLC)

112. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23, 93-95, 100, 101, 105 and 109 above as though fully set forth herein.

113. Defendant, WEEMS GROUP, LLC owes Plaintiff \$50,867.28 (Credit Card #1) and \$984.63 (Credit Card #2), that is due with interest for money lent by Plaintiff to Defendant.

WHEREFORE, the Plaintiff, FIRST-CITIZENS, respectfully requests that this Honorable Court enter Judgment in its favor and against Defendant, WEEMS GROUP, LLC, for damages, attorney's fees and costs, and for such other and further relief as this Honorable Court deems just and appropriate under the circumstances.

COUNT XVII

(Unjust Enrichment-Plead in the Alternative - WEEMS GROUP, LLC)

114. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23, 93-95, 100, 101,105 and 109 above as though fully set forth herein.

115. Valuable credit card services have been rendered to Defendant, WEEMS GROUP, LLC. Further, Defendant has benefited from all the charges made to the WEEMS GROUP Credit Card #1 and #2 VISA Agreements and Plaintiff is entitled to compensation for same.

116. If Defendant, WEEMS GROUP, LLC does not compensate Plaintiff, then the Defendant will be unjustly enriched at the expense of Plaintiff.

117. Defendant has been unjustly enriched at the expense and detriment of the Plaintiff in the sum \$50,867.28 (Credit Card #1) and \$984.63 (Credit Card #2), no part of which has been paid, although duly demanded.

118. Plaintiff has no adequate remedy at law.

WHEREFORE, the Plaintiff, FIRST-CITIZENS, respectfully requests that this Honorable Court enter Judgment in its favor and against Defendant, WEEMS GROUP, LLC, for unjust enrichment, plus attorney's fees and costs, and for such other and further relief as this Honorable Court deems just and appropriate under the circumstances.

COUNT XVIII

(Breach of Kerri Weems Guaranty)

119. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23, 93-95, 100, 101, 105 and 109 above as though fully set forth herein.

120. This is an action to enforce the guaranty executed by Defendant, KERRI WEEMS, personally, concerning the indebtedness incurred through WEEMS GROUP Credit Card #1 and #2 VISA Agreements and Accounts. *See* Paragraph 18 and Exhibit “J.”

121. Under the KW Guaranty, KERRI WEEMS guaranteed payment of the indebtedness owed by Defendant, WEEMS GROUP, LLC to First-Citizens.

122. First-Citizens owns and holds the KW Guaranty.

123. Defendant, KERRI WEEMS has breached the Guaranty by failing to pay all amounts due and owing under the WEEMS GROUP Credit Card #1 and #2 VISA Agreements and Accounts despite default and proper notice and demand by Plaintiff.

WHEREFORE, Plaintiff demands judgment for money damages against Defendant, KERRI WEEMS, for all amounts due and owing by WEEMS GROUP, LLC under the WEEMS GROUP Credit Card #1 and #2 VISA Agreements and Accounts, including, but not limited to, the total balance due, interest, reasonable attorneys’ fees and costs in this action and that the Court retain jurisdiction for the purpose of awarding such other and further relief as this Court deems just and appropriate.

COUNT XIX

(Foreclosure of Security Interest in UCC Tangible and Intangible Property and Goods)

124. Plaintiff repeats and realleges the preceding allegations contained in Paragraphs 1 through 23, 26, 27, 29, 34, 37-39, 45-47, 53-54, 57, and 61 above as though fully set forth herein above as though fully set forth herein.

125. This is an action to foreclose a security interest on certain tangible and intangible property and other goods, with a value believed in excess of \$30,000, exclusive of interest, costs, and attorneys’ fees, and therefore is in the jurisdiction of this Court.

126. As additional security for the payment of all sums due under the Note, and as further evidence and perfection of the security interest which HONEY LAKE FARMS, INC. granted to Plaintiff in certain tangible and intangible property (collectively “Collateral”) through the execution and delivery of the Note, Commercial Security Agreement, Guaranty and other Loan Documents (*see* Exhibits “A” through “F” which are incorporated herein), and by the execution and delivery of a UCC-1 Financing Statement for the payment of all sums due under the Note and credit card agreement; HONEY LAKE FARMS, INC. granted Plaintiff a security interest in the Collateral as defined in the subject Loan Documents, and as more specifically set forth in the UCC-1 Financing Statement recorded in the Florida Secured Transaction Registry, on September 15, 2021, at Instrument number 202108457288 (“HONEY LAKE UCC Lien”). *See* Exhibit “D.”

127. Title to the Collateral property is in the name of Defendant HONEY LAKE FARMS, INC.

128. Plaintiff is the owner and holder of the Loan Documents and the UCC-1 Financing Statement.

129. Defendant, HONEY LAKE FARMS, INC. and Guarantor CHARLES WEEMS have defaulted under the terms of the Loan Instruments and the Guaranty, by failing to make the March 5, 2022 payment, and all full subsequent payments.

130. Plaintiff elected to accelerate payments and declares the full amount under the Loan Instruments due and payable in full.

131. As of May 5, 2022, there is now due, payable and owing to Plaintiff from Defendant, HONEY LAKE FARMS, INC. and Guarantor CHARLES WEEMS, the total aggregate amount of \$645,281.28 (includes both the Note and VISA Business Credit Card Accounts) under the Loan Instruments, which includes interest, late charges, attorney’s fees, and

other expenses owed through that date. However, interest continues to accrue thereafter at a per diem rate, plus any late charges, advances, or other fees.

132. Plaintiff has satisfied all conditions precedent to the filing of this action.

133. Plaintiff has employed the undersigned law firm as its attorneys to prosecute this action and has agreed to pay said firm a reasonable fee for its services herein and has incurred and will incur costs in conjunction with this lawsuit, all of which are an additional indebtedness owed to Plaintiff by Defendant, HONEY LAKE FARMS, INC. and Guarantor CHARLES WEEMS in accordance with the terms of the loan documents.

WHEREFORE, the Plaintiff, FIRST-CITIZENS BANK & TRUST COMPANY, requests that this Court order, that if the sums due to Plaintiff are not paid within the time set by the Court, that the Collateral property be sold to satisfy Plaintiff's claim, that a deficiency judgment be entered for the sum remaining unpaid in favor of Plaintiff and against the Defendants, HONEY LAKE FARMS, INC. and Guarantor CHARLES WEEMS, and all persons claiming under or against Defendant, HONEY LAKE FARMS, INC. and Guarantor CHARLES WEEMS, since the filing of the Complaint, that Plaintiff shall be ordered to have all rights, title and interest in and to the Collateral, including the licenses, permits, development rights, warranties and any other rights assigned and set forth in the UCC, together with any other relief as this Court deems just and proper.

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.

Executed on May 19, 2022.

By: 

Print Name: JONATHAN ALLEY

As: Vice President

Dated this 19th day of May, 2022.

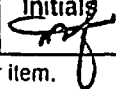
EDWARDS MAXSON MAGO & MACAULAY, LLP
Attorneys for Plaintiff, First-Citizens Bank & Trust Company
101 NE 3rd Avenue, Suite 1500
Fort Lauderdale, FL 33301
(954) 312-3482 - Telephone
(954) 356-0406 Facsimile

By: /s/ Gary I. Masel
Gary I. Masel
Fla. Bar No.: 26532
Email: gmasel@em3law.com

PLAINTIFF'S
EXHIBIT

"A"

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$500,000.00	09-03-2021	09-05-2022	██████████ 591666			sjt79	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: HONEY LAKE FARMS, INC.
1000 RIVERSIDE AVE
JACKSONVILLE, FL 32204

Lender: First-Citizens Bank & Trust Company
San Marco Office
1471 San Marco Blvd
Jacksonville, FL 32207

Principal Amount: \$500,000.00

Date of Note: September 3, 2021

PROMISE TO PAY. HONEY LAKE FARMS, INC. ("Borrower") promises to pay to First-Citizens Bank & Trust Company ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Hundred Thousand & 00/100 Dollars (\$500,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on September 5, 2022. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning October 5, 2021, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied to the following in the order specified: (i) unpaid interest accrued to the date of payment or the date payment is due (at Lender's option); (ii) the unpaid principal component of any payment then due; (iii) unpaid late charges, returned check fees, prepayment penalties, collection costs, and other charges then due; and (iv) the unpaid principal balance. Applying payments in the foregoing manner, Lender may, at its option, satisfy sums owing in the order in which they were billed, assessed, charged, or accrued. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Prime Rate as published in, or made available by, The Wall Street Journal on the last business day of the month (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index upon Borrower's request. The interest rate change will not occur more often than each month. Any change in the interest rate will take effect on the first day of the calendar month based on the Index as of the last business day of the preceding calendar month. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 0.500 percentage points over the Index (the "Margin"), adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 5.000%. If Lender determines, in its sole discretion, that the Index for this Note has become unavailable, or unreliable, either temporarily, indefinitely, or permanently, or a new index rate has become a widely-recognized replacement benchmark rate for the Index in newly originated loans denominated in U.S. dollars in the U.S. market as determined by Lender, during the term of this Note, Lender may amend this Note by designating a substitute Index. Lender may also amend and adjust any margin corresponding to the Index being substituted to accompany the substitute Index. The change to the margin may be a positive or negative value, or zero. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and/or margin. Such an amendment to the terms of this Note will become effective and bind Borrower after Lender sends written notice to Borrower without any action or consent of the Borrower. Margins corresponding to the Index are described in the "Payments" section. NOTICE: Under no circumstances will the effective rate of interest on this Note be less than 5.000% per annum or more than (except for any higher default rate shown below) the lesser of 18.000% per annum or the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Citizens Bank, Loan Servicing Department-DAC20, PO Box 26592 Raleigh, NC 27611-6592.

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 16.000%. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults 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 repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**PROMISSORY NOTE
(Continued)**

Loan No: [REDACTED] 591666

Page 2

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender the amount of these costs and expenses, which includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Florida.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

SIMPLE INTEREST. This Note is a simple-interest note. Interest continues to accrue until payments are received by Lender. The payment schedule contained in this Note assumes that all payments will be made on the scheduled due dates.

LOAN AGREEMENT. This Note is subject to the provisions of each loan agreement given, received, or signed in connection with this loan transaction, the terms and conditions of which are incorporated herein by reference. Any failure to comply with the terms and conditions of any such loan agreement shall constitute an additional "Event of Default" under the terms of this Note. If the terms of any such loan agreement conflict with the terms of this Note, the terms of this Note shall control.

RIGHT TO CURE; ACCELERATION. Except as provided in this section, if an Event of Default is curable and no notice has been previously given by Lender of the same or any other Event of Default within the preceding 12 months, Borrower shall have 30 days following Lender's giving of written notice of default within which to cure the default before Lender may require the immediate payment of this Note in full. If the default is curable but cannot reasonably be cured within the 30-day cure period, and if Borrower commences to cure the default during the 30-day cure period and diligently proceeds thereafter to cure such default, then the cure period shall be extended for a reasonable time not to exceed an additional 30 days (for a total of 60 days) in order to provide Borrower the opportunity to cure the default. However, Borrower shall not be entitled to notice of default or the opportunity to cure a default if Lender has previously given notice of a default within the preceding 12 months or if the default occurs because of (a) failure to pay any payment of principal or interest or other sums as and when due under the terms of this Note, (b) the commencement by Borrower of any proceeding for protection under any bankruptcy or insolvency laws, (c) failure to maintain in continuous full force and effect any required insurance on any collateral that secures repayment of this Note, or (d) any waste or any uninsured damage or injury to any collateral securing repayment of this Note that substantially reduces the value of the collateral, or the immediate threat of any such waste or uninsured damage or injury. Lender's notice of default shall be given in writing and shall be deemed given when (a) mailed by first class or certified mail to Borrower at an address Lender has for Borrower in Lender's records, or (b) when actually received by Borrower, whichever first occurs. Notice to any Borrower shall constitute notice to all Borrowers. The provisions of this section are in addition to and do not supersede or limit the application of any controlling provisions of state law concerning notice of default, the right to cure, or the right to

**PROMISSORY NOTE
(Continued)**

Loan No: [REDACTED] 591666

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reinstale, and nothing in this Note shall be deemed a waiver of those provisions; provided, however, that the provisions of this section and any such state law shall run concurrently.

If (a) an Event of Default occurs and Borrower is not entitled under this section to notice of default and the opportunity to cure, or (b) an Event of Default occurs and the default is not cured during any applicable cure period following the giving of any required notice of default, then this Note shall, at Lender's option, become due and payable in full without demand or notice of any kind. In addition, if Lender has the right to accelerate this Note under the provisions of any security instrument as a result of collateral being sold, transferred, conveyed or encumbered, Lender shall not be further obligated to advance loan proceeds and this Note shall, at Lender's option, become due and payable in full without demand or notice of any kind. Lender's failure to exercise any of the foregoing options shall not constitute a waiver of the right to exercise such options. Waiver by Lender of any default or right to accelerate shall not operate as a waiver of any other default or right to accelerate or of the same default or right to accelerate on a future occasion. Except as otherwise provided by law, acceptance by Lender of payment of less than the entire unpaid balance after acceleration of this Note shall not waive the acceleration, and Lender shall be entitled to proceed with its rights and remedies as noteholder (and as secured party, if applicable).

Notwithstanding any rights Borrower may have to notice of default and opportunity to cure, Lender will have no obligation to advance funds under this Note if: (a) Borrower is in default under the terms of this Note or any agreement that Borrower has with Lender, including any agreement made in connection with the signing of this Note, (b) any instrument securing repayment of this Note is in default, (c) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender, or (d) Borrower has applied funds advanced pursuant to this Note for purposes other than those authorized by Lender.

INFORMATION ABOUT OTHER OBLIGATIONS. Lender is authorized to obtain such information about each Borrower's other obligations as Lender may reasonably request from the creditors of each Borrower. The information requested may include, but is not limited to, the Borrower's credit limit, the amount then owing to the creditor, the terms of repayment, whether the obligation is being paid as agreed, whether the Borrower is entitled to obtain additional credit advances, and the current payoff amount. The creditors of each Borrower are authorized and directed to promptly provide to Lender the information requested by Lender.

BORROWER'S FINANCIAL INFORMATION. For purposes of this section, "Financial Information" means information relating to Borrower's finances. Borrower covenants and agrees with Lender that, until this Note is paid in full and Borrower is no longer entitled to obtain credit advances, Borrower will furnish Lender with such Financial Information at such times and in such detail as Lender may reasonably request, including, but not limited to, the following: (i) Borrower's personal financial statement (if Borrower is an individual); (ii) Borrower's quarterly and year-end balance sheet and profit and loss statements (if Borrower is engaged in business activities); (iii) copies of Borrower's federal and state tax returns and all schedules relating thereto, including Schedule K-1 (if applicable); and (iv) such additional information and statements, lists of assets and liabilities, aging of receivables and payables, inventory schedules, budgets, forecasts, tax returns, and other reports with respect to Borrower's financial condition and business operations as Lender may reasonably request from time to time.

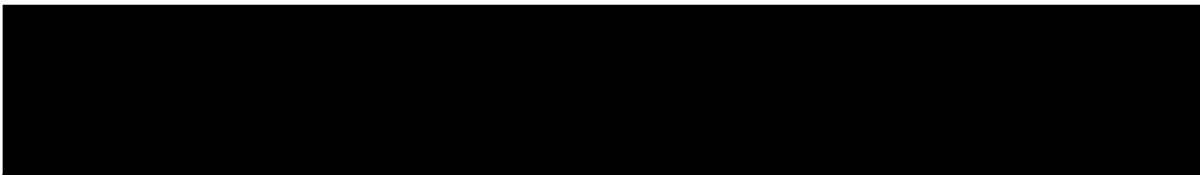
Borrower warrants and represents that (i) all Financial Information Borrower has provided and that has been provided on Borrower's behalf to date is true and accurate in all material respects and fairly presents Borrower's financial condition and business transactions as of the date of the Financial Information provided, and (ii) Financial Information Borrower provides and that is provided on Borrower's behalf in the future will be true and accurate in all material respects and will fairly present Borrower's financial condition and business transactions as of the date of the Financial Information provided. Borrower further warrants and represents that, except as specifically disclosed in the Financial Information, (i) Borrower has no direct or contingent liabilities; (ii) title to all assets listed in the Financial Information is solely in Borrower's name, and no other person or entity has an interest in such assets; (iii) there exist no liens, encumbrances, or defects in or upon the assets listed in the Financial Information; (iv) all taxes owed by Borrower have been fully paid and discharged, except taxes not then due and payable without penalty; (v) there are no claims, actions, or proceedings pending or threatened against Borrower or any of Borrower's property; and (vi) there are no judgments or liens against Borrower or any of Borrower's property. With respect to each copy of Borrower's tax returns given to Lender, Borrower warrants and represents that (i) the copy is a true and accurate copy of the return, as filed; (ii) the original of the return was properly signed or electronically authenticated by Borrower or on Borrower's behalf and submitted to the appropriate tax authority; and (c) the return accurately states Borrower's income, deductions and tax liability for the period stated. Borrower acknowledges that Lender has relied and will rely on Borrower's Financial Information.

Borrower covenants and agrees to send written notice to Lender within five (5) business days after the occurrence of any change that is both material and adverse in (a) Borrower's financial condition or business transactions, (b) Borrower's ability to perform Borrower's obligations to Lender, or (c) Financial Information previously given.

Borrower authorizes Lender and its affiliates to make such credit, employment, and investigative inquiries about Borrower from time to time as Lender and its affiliates deem appropriate to evaluate Borrower's financial strength, character, and credit history, to administer the loan evidenced by this Note, and to collect any sums owing. Lender is authorized to verify information about Borrower and obtain consumer report(s) about each individual who signs this Note as a Borrower or in a representative capacity on behalf of a Borrower.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Florida (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.



**PROMISSORY NOTE
(Continued)**

Loan No: [REDACTED] 591666

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PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.
BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

HONEY LAKE FARMS, INC.

By: 
CHARLES STOVALL WEEMS IV, President of
HONEY LAKE FARMS, INC.

Florida Documentary Stamp Tax

Florida documentary stamp tax required by law in the amount of \$1,750.00 has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. 561990525-003.

**PLAINTIFF'S
EXHIBIT
"B"**

BUSINESS LOAN AGREEMENT

Principal \$500,000.00	Loan Date 09-03-2021	Maturity 09-05-2022	Loan No [REDACTED] 591666	Call / Coll	Account	Officer sjt79	Initials <i>mf</i>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: HONEY LAKE FARMS, INC.
1000 RIVERSIDE AVE
JACKSONVILLE, FL 32204

Lender: First-Citizens Bank & Trust Company
San Marco Office
1471 San Marco Blvd
Jacksonville, FL 32207

THIS BUSINESS LOAN AGREEMENT dated September 3, 2021, is made and executed between HONEY LAKE FARMS, INC. ("Borrower") and First-Citizens Bank & Trust Company ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of September 3, 2021, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until September 5, 2022.

LINE OF CREDIT. The Indebtedness includes a revolving line of credit.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) guaranties; (6) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a non-profit corporation which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Florida. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 1000 RIVERSIDE AVE, JACKSONVILLE, FL 32204. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's articles of incorporation or organization, or bylaws, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

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(Continued)**

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Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available, but in no event later than ninety (90) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, prepared by Borrower in form satisfactory to Lender.

Tax Returns. As soon as available, but in no event later than ninety (90) days after the applicable filing date for the tax reporting period ended, Borrower's Federal and other governmental tax returns, prepared by a tax professional satisfactory to Lender.

Additional Requirements. Such additional information and statements, lists of assets and liabilities, aging of receivables and payables, inventory schedules, budgets, forecasts, tax returns, and other reports, including but not limited to rent rolls, with respect to Borrower's financial condition and business operations as Lender may reasonably request from time to time.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security

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(Continued)**

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interest for the Loans. Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Guaranties. Prior to disbursement of any Loan proceeds, furnish executed guaranties of the Loans in favor of Lender, executed by the guarantor named below, on Lender's forms, and in the amount and under the conditions set forth in those guaranties.

<u>Name of Guarantor</u>	<u>Amount</u>
CHARLES STOVALL WEEMS IV	Unlimited

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

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 its properties, income, or profits, 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 Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

Owner Occupancy. Unless waived in writing by Lender, occupy a minimum of fifty-one percent (51%) of the total floor space of any and all Collateral consisting of real property so long as this Agreement remains in effect. Borrower's occupancy of the real property shall be based upon that percentage of the total floor space of the real property occupied by Borrower or one or more affiliates of Borrower. For purposes of this covenant, a business entity will be considered an affiliate of Borrower if it controls Borrower, is controlled by Borrower, or is under common ownership or control with Borrower. If, for any reason, Borrower fails at any time to occupy a minimum of fifty-one percent (51%) of the total floor space of the real property, Borrower expressly agrees that Lender may declare the Loan in default, accelerate the Indebtedness, and require the payment of the Loan in full if Borrower refuses to execute and deliver such loan modification documents as Lender may reasonably request changing the amount of the Loan, interest rate, and payment terms of the Loan to the then-current terms Lender offers for non-owner occupied commercial real estate-secured loans in the market area in which the real property is located.

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including loan-to-value limitations.

Specialty Insurance. In addition to other insurance required by this Agreement, maintain such disability, professional liability and key-man life insurance as Lender may require with respect to any individual or individuals involved in Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request from Lender, will deliver to Lender from time to time policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each policy must identify Lender and its successors and assigns as an additional insured, as Lender may require, and include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission, or default of Borrower or any other person.

Loan Fees and Expenses. Pay upon demand (i) all Loan closing costs; (ii) all Loan fees; (iii) all inspection fees, filing and recording fees, and filing and recording taxes; and (iv) all out-of-pocket expenses incurred by Lender in connection with the preparation of Loan documents, the making of the Loan, and the management and oversight of the Loan, including Lender's reasonable attorneys' fees for Lender's outside counsel.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults 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 or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor or any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or

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performance of the Loan is impaired.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, 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 or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

INCREASE IN INTEREST RATE IF DEPOSIT ACCOUNT RELATIONSHIPS NOT ESTABLISHED AND MAINTAINED. The interest rate for the Loan is a competitive rate based, at least in part, on Borrower's assurance and Lender's expectation that Borrower and each Guarantor that is an entity (each a "Required Depositor") will establish and maintain its primary business deposit account with Lender. Borrower warrants and represents to Lender that each Required Depositor (i) either currently maintains its primary business deposit account with Lender or will establish its primary business deposit account with Lender before Lender funds the Loan, and (ii) will continuously maintain its primary business deposit account with Lender, at least until the Indebtedness is paid in full. If a Required Depositor ceases for any reason to establish and continuously maintain its primary business deposit account with Lender as required by this section, Lender will, after first giving Borrower at least ten (10) days prior written notice (during which ten day period Borrower may remedy the oversight), increase the rate that interest will accrue on the outstanding principal balance of the Loan to a higher interest rate by adding 300 basis points (3.00 percentage points) to the interest rate that would otherwise apply to the Loan from time to time. In addition, Lender may increase the required periodic payment amount from time to time in order to maintain the same amortization schedule. In the absence of manifest error or bad faith, Lender's determination of the following shall be conclusive: (i) whether a Required Depositor has established its primary business deposit account with Lender and thereafter continuously maintained its primary business deposit account with Lender, (ii) the interest rate that will apply to the Loan if a Required Depositor fails to establish and continuously maintain its primary business deposit account with Lender, and (iii) the required periodic payment amount following any increase in the interest rate.

NON-FUTURE ADVANCE LOANS. If the Loan is not a line of credit, multiple advance, or future advance loan, Lender shall have no obligation to make Loan Advances or disburse Loan proceeds subsequent to the initial disbursement of Loan funds.

CHANGE IN OWNERSHIP. If Borrower is an entity, Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will not without first obtaining Lender's prior written consent, have any material change in the ownership of Borrower. A change in ownership or control is "material" if it involves, in the aggregate, the sale, transfer, or conveyance without Lender's prior written consent of more than twenty-five percent (25%) of the common stock, partnership interests, or limited liability company interests, as the case may be, of a corporation, partnership, limited partnership, or limited liability company.

RESTRICTIONS ON COLLATERAL. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender (1) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber the Collateral, or (2) create, or allow to be created, any lien or charge upon the Collateral, except as allowed as Permitted Liens. As used in this Agreement, the words "Permitted Liens" mean (1) liens and security interests securing the Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement; (5) liens and security interest which, as of the date of this Agreement, have been disclosed to and approved by Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

PAYOUT REQUIREMENT. If the Loan is an open-end (or revolving) line of credit, Borrower covenants and agrees with Lender that, until the Indebtedness is paid in full and Borrower is no longer entitled to obtain Advances, Borrower will reduce the principal balance of the Loan to zero for a period of at least thirty (30) consecutive days during each successive period of twelve (12) months, commencing on the date of the Note.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: [REDACTED] 591666

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against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Florida.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. 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, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as 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 to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

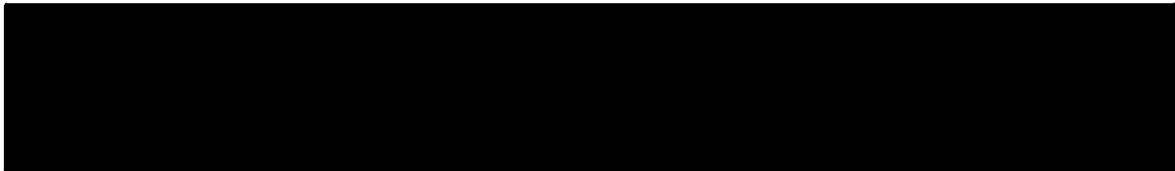
Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means HONEY LAKE FARMS, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response,



**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: [REDACTED] 591666

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Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means First-Citizens Bank & Trust Company, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or loan agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for promissory notes or loan agreements.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

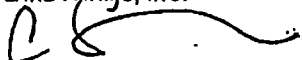
Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED SEPTEMBER 3, 2021.

BORROWER:

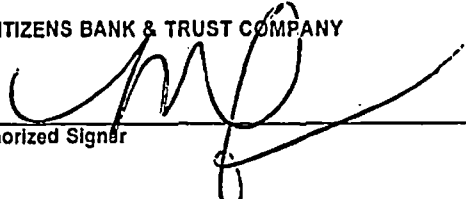
HONEY LAKE FARMS, INC.

By: 

CHARLES STOVALL WEEMS IV, President of
HONEY LAKE FARMS, INC.

LENDER:

FIRST-CITIZENS BANK & TRUST COMPANY

By: 

Authorized Signer



COMMERCIAL SECURITY AGREEMENT

Table with 8 columns: Principal (\$500,000.00), Loan Date (09-03-2021), Maturity (09-05-2022), Loan No (591666), Call / Coll, Account, Officer (sjt79), Initials (signature). Includes a note: 'References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing ***** has been omitted due to text length limitations.'

Grantor: HONEY LAKE FARMS, INC. 1000 RIVERSIDE AVE JACKSONVILLE, FL 32204

Lender: First-Citizens Bank & Trust Company San Marco Office 1471 San Marco Blvd Jacksonville, FL 32207

THIS COMMERCIAL SECURITY AGREEMENT dated September 3, 2021, is made and executed between HONEY LAKE FARMS, INC. ("Grantor") and First-Citizens Bank & Trust Company ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

All Accounts, General Intangibles, Inventory, Equipment, Furniture, Furnishings, and Other Goods

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
(B) All products and produce of any of the property described in this Collateral section.
(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
(E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made a) pursuant to a commitment or b) for the same purposes.

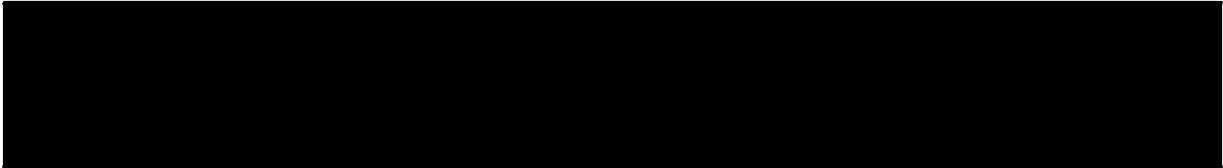
RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.



**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Loan No: [REDACTED] 591666

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Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, reasonable attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wellands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Loan No: [REDACTED] 591666

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Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

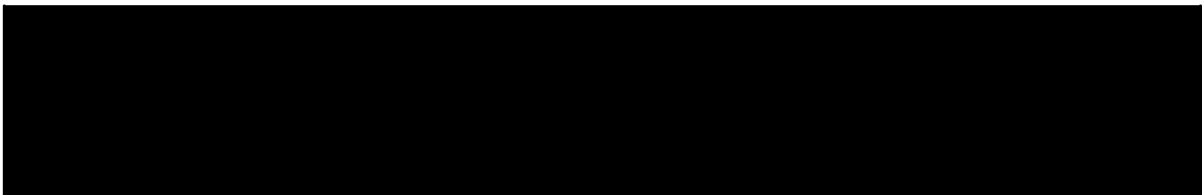
Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Any guarantor or Grantor defaults 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 any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any



**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Loan No: [REDACTED] 591666

Page 4

collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Florida Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. In the event of a suit being instituted to foreclose this Agreement, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Collateral, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Collateral, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Loan No. [REDACTED] 591666

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Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, 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 Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

RIGHT TO CURE. Prior to accelerating the Indebtedness secured by this instrument, Lender shall give such notice and opportunity to cure as may be required by the Note or Credit Agreement secured by this instrument. The provisions of this section shall not supersede or limit the application of any controlling provisions of state law concerning notice of default, the right to cure, or the right to reinstate, and nothing in this instrument shall be deemed a waiver of those provisions; provided, however, that the provisions of the Note or Credit Agreement and any such state law requirements shall run concurrently.

GRANTOR'S ADDITIONAL WAIVERS. To the extent permitted by applicable law, Grantor also expressly waives all benefits, claims, rights and defenses Grantor may have or acquire that are based on: (A) any statutory or common law provision limiting the liability of or requiring the discharge or exoneration of a guarantor or surety; (B) suretyship or impairment of collateral, including any benefits, claims, rights or defenses Grantor may have or acquire pursuant to sections 3-419 and 3-605 of the Uniform Commercial Code as adopted and amended from time to time by the various states; (C) any statutory or common law provision that releases, discharges, or limits the liability of a remaining obligor following the release of a joint obligor; (D) homestead or exemption laws and any rights thereunder with respect to any collateral taken as security for the Indebtedness; (E) any "one action," "anti-deficiency" or other statutory or common law provision limiting the right of Lender to obtain a judgment against or to otherwise proceed against any person or entity obligated for payment of the Indebtedness (including Grantor, if that is the case), whether before or after the foreclosure, sale or other disposition of any collateral taken as security for the Indebtedness; and (F) any legal or equitable doctrine or principle of marshalling. Lender shall not be required to sell or dispose of collateral in inverse order of alienation or in any other particular order. Without affecting or lessening Lender's rights under this instrument, Lender may do or not do any of the following with respect to the Indebtedness or Note without Grantor's knowledge, consent or joinder: (A) grant extensions of time for payment, (B) grant renewals, (C) permit modifications of payment terms or other terms or conditions, (D) permit assumptions of the Indebtedness or Note, (E) release one or more borrowers or guarantors from liability, and (F) exchange or release any collateral or other security.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Florida.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. 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 Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as 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 to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Loan No: [REDACTED] 591666

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Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means HONEY LAKE FARMS, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means HONEY LAKE FARMS, INC..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means First-Citizens Bank & Trust Company, its successors and assigns.

Note. The word "Note" means the Note dated September 3, 2021 and executed by HONEY LAKE FARMS, INC. in the principal amount of \$500,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER 3, 2021.



**COMMERCIAL SECURITY AGREEMENT
(Continued)**

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GRANTOR:

HONEY LAKE FARMS, INC.

By: 
CHARLES STOVALL WEEMS IV, President of
HONEY LAKE FARMS, INC.

iLien Cover Page



Date Printed: 09/16/2021

Debtor:

HONEY LAKE FARMS, INC.
1000 RIVERSIDE AVE
JACKSONVILLE, FL 32204

Branch: 710

BOSS/Appro ID: [REDACTED]

Draw: [REDACTED]

Commitment: [REDACTED] 591666

Ref5:

Ref6:

Ref7:

Law Firm Bill Code:

iLien File #: 80460241

Order Confirmation #: 82443692

UserID: [REDACTED]

UserName: CLAUDINE MARSHALL

Number of Collateral Pages Attached: 0

Transaction Type: Original

Jurisdiction: FL, Department of State

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Lien Solutions

Representation of filing

This filing is Completed

File Number : 202108457288

File Date : 15-Sep-2021

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 46731 - FIRST CITIZENS	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	82443692 FLFL
File with: Department of State, FL	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME HONEY LAKE FARMS, INC.				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 1000 RIVERSIDE AVE		CITY JACKSONVILLE	STATE FL	POSTAL CODE 32204
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME First-Citizens Bank & Trust Company				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS P.O. Box 26592		CITY Raleigh	STATE NC	POSTAL CODE 27611-6592
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All Accounts, General Intangibles, Inventory, Equipment, Furniture, Furnishings, and Other Goods; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22,F.S. have been paid

Florida documentary stamp tax is not required

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

82443692

710

6472402

PLAINTIFF'S
EXHIBIT
"E"

COMMERCIAL GUARANTY

Borrower: HONEY LAKE FARMS, INC.
1000 RIVERSIDE AVE
JACKSONVILLE, FL 32204

Lender: First-Citizens Bank & Trust Company
San Marco Office
1471 San Marco Blvd
Jacksonville, FL 32207

Guarantor: CHARLES STOVALL WEEMS IV
16073 SHELLCRACKER RD
JACKSONVILLE, FL 32226

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this

**COMMERCIAL GUARANTY
(Continued)**

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Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to pursue any other remedy within Lender's power; or (F) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness; (D) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

GARNISHMENT. Guarantor consents to the issuance of a continuing writ of garnishment or attachment against Guarantor's disposable earnings, in accordance with Section 222.11, Florida Statutes, in order to satisfy, in whole or in part, any money judgment entered in favor of

**COMMERCIAL GUARANTY
(Continued)**

Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. 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 Guaranty 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 Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

SIGNATURE OF SPOUSE OR DOMESTIC PARTNER. According to the federal Equal Credit Opportunity Act and its implementing regulations, if, under a creditor's standards of creditworthiness, the personal liability of an additional party is necessary to support the extension of the credit requested, a creditor may request that the applicant obtain a co-signer, guarantor, or the like. The applicant's spouse or domestic partner may serve as an additional party, but a creditor may not require that the spouse or domestic partner be the additional party. If Guarantor is (i) a married person or (ii) has established a domestic partnership with a domestic partner in a state that provides for and recognizes domestic partnerships, then Guarantor warrants that his or her execution of this Guaranty constitutes his or her free and voluntary act and agrees that Lender has not required that he or she serve as the additional creditworthy party in violation of the federal Equal Credit Opportunity Act or its implementing regulations. Nothing in this Guaranty is intended to require, nor should this Guaranty be construed to require, the signature of a spouse or domestic partner in violation of the federal Equal Credit Opportunity Act or any regulations adopted under its authority.

ADDITIONAL WAIVERS BY GUARANTOR. To the extent permitted by applicable law, Guarantor also expressly waives all benefits, claims, rights and defenses Guarantor may have or acquire that are based on: (A) any statutory or common law provision limiting the liability of or

**COMMERCIAL GUARANTY
(Continued)**

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requiring the discharge or exoneration of a guarantor or surety; (B) suretyship or impairment of collateral, including any benefits, claims, rights or defenses Guarantor may have or acquire pursuant to sections 3-419 and 3-605 of the Uniform Commercial Code as adopted and amended from time to time by the various states; (C) any statutory or common law provision that releases, discharges, or limits the liability of a remaining obligor following the release of a joint obligor; (D) homestead or exemption laws and any rights thereunder with respect to any collateral taken as security for the Indebtedness; (E) any "one action," "anti-deficiency" or other statutory or common law provision limiting the right of Lender to obtain a judgment against Guarantor or to otherwise proceed against any person or entity obligated for payment of the Indebtedness, whether before or after the foreclosure, sale or other disposition of any collateral taken as security for the Indebtedness; and (F) any legal or equitable doctrine or principle of marshalling. Lender shall not be required to sell or dispose of collateral in inverse order of alienation or in any other particular order. Without affecting or lessening Guarantor's liability to Lender under this Guaranty, Lender may do or not do any of the following with respect to the Indebtedness or Note without Guarantor's knowledge, consent or joinder: (A) grant extensions of time for payment, (B) grant renewals, (C) permit modifications of payment terms or other terms or conditions, (D) permit assumptions of the Indebtedness or Note, (E) release one or more borrowers or guarantors from liability, and (F) exchange or release any collateral or other security.

GUARANTOR'S FINANCIAL INFORMATION. For purposes of this section, "Financial Information" means information relating to Guarantor's finances. Guarantor covenants and agrees with Lender that, so long as this Guaranty remains in effect, Guarantor will furnish Lender with such Financial Information at such times and in such detail as Lender may reasonably request, including, but not limited to, the following: (i) Guarantor's personal financial statement (if Guarantor is an individual); (ii) Guarantor's quarterly and year-end balance sheet and profit and loss statements (if Guarantor is engaged in business activities); (iii) copies of Guarantor's federal and state tax returns and all schedules relating thereto, including Schedule K-1 (if applicable); and (iv) such additional information and statements, lists of assets and liabilities, aging of receivables and payables, inventory schedules, budgets, forecasts, tax returns, and other reports with respect to Guarantor's financial condition and business operations as Lender may reasonably request from time to time.

Guarantor warrants and represents that (i) all Financial Information Guarantor has provided and that has been provided on Guarantor's behalf to date is true and accurate in all material respects and fairly presents Guarantor's financial condition and business transactions as of the date of the Financial Information provided, and (ii) Financial Information Guarantor provides and that is provided on Guarantor's behalf in the future will be true and accurate in all material respects and will fairly present Guarantor's financial condition and business transactions as of the date of the Financial Information provided. Guarantor further warrants and represents that, except as specifically disclosed in the Financial Information, (i) Guarantor has no direct or contingent liabilities; (ii) title to all assets listed in the Financial Information is solely in Guarantor's name, and no other person or entity has an interest in such assets; (iii) there exist no liens, encumbrances, or defects in or upon the assets listed in the Financial Information; (iv) all taxes owed by Guarantor have been fully paid and discharged, except taxes not then due and payable without penalty; (v) there are no claims, actions, or proceedings pending or threatened against Guarantor or any of Guarantor's property; and (vi) there are no judgments or liens against Guarantor or any of Guarantor's property. With respect to each copy of Guarantor's tax returns given to Lender, Guarantor warrants and represents that (i) the copy is a true and accurate copy of the return, as filed; (ii) the original of the return was properly signed or electronically authenticated by Guarantor or on Guarantor's behalf and submitted to the appropriate tax authority; and (c) the return accurately states the Guarantor's income, deductions and tax liability for the period stated. Guarantor acknowledges that Lender has relied and will rely on Guarantor's Financial Information.

Guarantor covenants and agrees to send written notice to Lender within five (5) business days after the occurrence of any change that is both material and adverse in (a) Guarantor's financial condition or business transactions, (b) Guarantor's ability to perform Guarantor's obligations to Lender, or (c) Financial Information previously given.

Guarantor authorizes Lender and its affiliates to make such credit, employment, and investigative inquiries about Guarantor from time to time as Lender and its affiliates deem appropriate to evaluate Guarantor's financial strength, character, and credit history, to administer any loan(s) made to others guaranteed by Guarantor, and to collect any sums owing. Lender is authorized to verify information about Guarantor and obtain consumer report(s) about each individual who signs this Guaranty as a Guarantor or in a representative capacity on behalf of a Guarantor.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means HONEY LAKE FARMS, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation CHARLES STOVALL WEEMS IV, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means First-Citizens Bank & Trust Company, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.


Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**COMMERCIAL GUARANTY
(Continued)**

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EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED SEPTEMBER 3, 2021.

GUARANTOR:

X 

CHARLES STOVALL WEEMS IV

PLAINTIFF'S EXHIBIT "F"



Business Visa Credit Card Application for Non-Profit Organization

Profile of Organization (Applicant)
 Is this an application for joint credit? Yes No
 Organization Legal Name: Honey Lake Farms Inc
 FIN: 1739
 Does this business own or operate any type of internet gambling business? Yes No
 Briefly Describe Organization: Honey Lake Farms Inc., is a non-profit organization and is part of the Celebration Care Ministries of Celebration Church of Jacksonville, Inc.
 IRS Tax Exemption: 501
 Street Address: 9555 R G Skinner Parkway
 City: Jacksonville State: FL Zip: 32256
 Phone Number: (904) [redacted]
 Website Address: https://celebrationjax.org/ministries/
 Year Established: 2017
 Gross Annual Revenue: [redacted]
 Net Fund Balance (from IRS Form 990): _____
 Primary Funding Sources: Donations
 Key Contact: Heather Forshee
 Contact Phone Number: (904) [redacted]
 Contact Email: [redacted]@celebration.org

Terms and Conditions

Effect of Signing: By signing below, each signer ("Signer") certifies that (i) Signer is authorized to sign this application on Applicant's behalf and to bind Applicant to these Terms and Conditions; (ii) the information and documents provided in connection with this Application are true, complete and correct; (iii) Applicant shall be bound by the First-Citizens Bank & Trust Company ("Bank") Business Credit Card Agreement ("Agreement") provided with the credit card(s) if the application is approved, and shall be liable for repayment of indebtedness incurred by use of the credit card(s); (iv) Bank is authorized to obtain credit reports on Applicant and Signer and to report Bank's credit experience regarding Applicant and Signer to others; (v) Applicant is permitted by law and its organizational or governing documents to obtain credit from Bank, and repay to Bank indebtedness incurred, by use of the credit card(s); (vi) Signer is authorized to designate other persons to whom Bank may issue credit cards for use on Applicant's behalf; and (vii) Applicant hereby releases Bank and agrees to indemnify and save Bank harmless from any and all claims, losses, damages and expenses (including attorneys' fees) as a result of Bank's reliance on the foregoing.

Right of Setoff. To the extent permitted by applicable law, Bank reserves a right of setoff in all of Applicant's accounts with Bank (whether checking, savings, or some other account), including without limitation all accounts Applicant holds jointly with someone else and all accounts Applicant may open in the future. Applicant authorizes Bank, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Bank's option, to administratively freeze all such accounts to allow Bank to protect Bank's charge and setoff rights provided in this paragraph.

Applicant: (Organization Name)
Honey Lake Farms Inc
 By: (Signature of authorized officer of Applicant)

 Print Signer Name: Charles Stovall Weems Date: 7.12.21
 Title: President

Product Type (choose one) SEE NEXT PAGE FOR PRICING DETAILS

First Citizens Rewards Business Visa with Accelerated Earnings
 First Citizens Rewards Business Visa
 First Citizens Cash Back Business Visa
 First Citizens Business Visa

New Account Setup Options

Option 1 (Individual Pay)
 Each card will indicate the cardholder's name and the Organization name. Each cardholder will be assigned an individual account number and receive a separate credit card with its own credit limit.* Separate billing statements are generated but accounts can be identified as belonging to one organization. Organization must designate one Primary and one Secondary (if applicable) point of contact.

Option 2 (Consolidated Pay)
 Each card will indicate the cardholder's name and the Organization name. Each cardholder has a separate credit line and account number.* Each month a periodic billing statement is sent to the organization and reflects each separate cardholder's transaction activity. Organization must designate one Primary and one Secondary point of contact.

How Organization Name Should Appear on Card(s):
 (Maximum 24 Characters, Including Spaces)

<u>Honey Lake Farms</u>	<u>\$125,000.00</u>
Cardholder Name 1: (Primary)	Credit Line Requested:
	\$
Cardholder Name 2: (Secondary, if Applicable)	Credit Line Requested:
	\$
Cardholder Name 3:	Credit Line Requested:
	\$

Existing Account(s) Credit Line Increase*

To request a credit line increase, complete Profile section, sign and provide:

Account Number: _____

Account Number: _____

New Credit Line Requested: \$ _____

New Credit Line Requested: \$ _____

*If your business requires additional accounts or credit line increases, attach information as requested above on a separate sheet, or call us at 1.800.763.0356.

INTEREST RATES & INTEREST CHARGES			
	ACCELERATE YOUR EARNINGS ¹	REWARDS	CASH BACK
Purchase Annual Percentage Rate (APR) ²	13.49% to 22.49% , based on your creditworthiness. These APRs will vary with the market based on the Prime Rate.	0% introductory APR for the first 9 months following account opening. After that, your APR will be 13.49% to 22.49% , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.	11.49% to 20.49% , based on your creditworthiness. These APRs will vary with the market based on the Prime Rate.
* Balance Transfer APR	0% introductory APR for the first 6 months following account opening. After that, your APR will be 13.49% to 22.49% , based on your creditworthiness. These APRs will vary with the market based on the Prime Rate.	0% introductory APR for the first 9 months following account opening. After that, your APR will be 13.49% to 22.49% , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.	0% introductory APR for the first 6 months following account opening. After that, your APR will be 11.49% to 20.49% , based on your creditworthiness. These APRs will vary with the market based on the Prime Rate.
Cash Advances APR	24.49%. This APR will vary with the market based on the Prime Rate.		
Penalty APR and When it Applies	26.49%. This APR will vary with the market based on the Prime Rate. The Penalty APR may be applied if your account becomes 60 days delinquent.		
Paying Interest	Your due date will be a minimum of 25 days after the close of each billing cycle. We will not charge you interest on purchases and balance transfers if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.		
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.		
FEES			
Annual Fee	None.		
Transaction Fees			
Balance Transfer	Either \$5 or 3% of the amount of each transfer, whichever is greater.		
Cash Advance	Either \$5 or 4% of the amount of each cash advance, whichever is greater.		
Foreign Transaction	3% of each transaction after conversion in U.S. dollars.	None.	3% of each transaction after conversion in U.S. dollars.
Penalty Fees			
Late Payment	\$39 for any payment past due 10 days or more.		
Over-the-Credit-Limit	\$39.		
Return Payment	\$39.		

How We Will Calculate Your Balance: We use the average daily balance method (including new transactions).

Annual Rewards Fee: Enrollment involves an annual rewards fee of \$150 per company. This fee is subject to change at any time, and will be charged to your account upon enrollment.

APR (Annual Percentage Rate): The Prime Rate used to determine your APR is the *Wall Street Journal* Prime Rate on the last day of the preceding calendar month. The Current Prime Rate as of October 31, 2019 is 4.75% and may vary in the future.

Loss of Introductory APR: We may end your introductory APR if all or part of your required minimum monthly payment is more than 60 days late and the Penalty APR will take effect.

This information was printed in November 2019 and was accurate as of that date and is subject to change after that date. You should contact us to find out what may have changed by calling toll-free at 1.800.763.0356.

Business credit cards are issued by, and are the property of, First-Citizens Bank & Trust Company. Subject to Bank Approval.

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 who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

FOR BANK USE ONLY

Approved Credit Line: _____ CRA Code: _____ SIC Code: _____
 \$ _____
 Sales Associate Name/Number: _____
 Branch Name/Number: _____
 Approving Underwriter Name/Number: _____
 Application was taken by:
 Face-to-Face Interview Mail Telephone, Internet



1.888.FC DIRECT (1.888.323.4732) • 7:00 a.m.–11:00 p.m. Eastern time
firstcitizens.com



PO Box 2360
Omaha NE 68103-2360



Name: CHARLES S WEEMS
NORTHSTREAM MNGMNT

Billing Cycle
Closing Date:
05/05/22

Account
Number: XXXX XXXX XXXX 9953

Account Summary

Beginning balance	\$18,621.35	Number of days in billing cycle	30
Payments and credits	0.00	Credit limit	20,000.00
Purchase and adjustments less refunds	39.00	Available credit	0.00
Cash advances	0.00	Available cash line	0.00
FINANCE CHARGES	329.60	Payment due date	06/02/22
Balance 05/05/22	\$18,989.95	NEW MINIMUM PAYMENT DUE	5,457.41

Contact Information

FOR INFORMATION PLEASE CALL: 1-888-514-6849

SEND INQUIRIES TO: FIRST CITIZENS BANK PO BOX 1580 ROANOKE VA 24007-1580

Transactions Since Last Statement

Trans	Post	Reference Number	Description	Amount
			CHARLES S WEEMS	
05/05	05/05	*FINANCE CHARGE*	PURCHASES \$329.60 CASH ADVANCE \$0.00	329.60
04/15	04/15		LATE FEE	39.00

YOUR ACCOUNT IS CURRENTLY CLOSED.

TYPE OF BALANCE	MONTHLY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES
Purchases	1.770	21.24	18,621.35	329.60
Cash Advances	1.937	23.24	0.00	0.00

* Periodic Rate May Vary.

Total Periodic FINANCE CHARGES:	\$329.60
Total Transaction Charges:	\$0.00
Total FINANCE CHARGES:	\$329.60
ANNUAL PERCENTAGE RATE:	21.240%



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PO Box 2360
Omaha NE 68103-2360

[Redacted] 89956

MINIMUM PAYMENT DUE	PAST DUE AMOUNT	PAYMENT DUE DATE	NEW BALANCE	ACCOUNT NUMBER
5,457.41	4,508.41	06/02/22	18,989.95	XXXX XXXX XXXX 9953

PLEASE WRITE IN AMOUNT OF PAYMENT ENCLOSED

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PROMPT CREDITING OF PAYMENTS: TO RECEIVE CREDIT FOR PAYMENT AS OF THE DATE OF RECEIPT, WE MUST RECEIVE THIS PORTION OF THIS STATEMENT AND YOUR CHECK OR MONEY ORDER BY 5:00PM. USE ENCLOSED ENVELOPE AND MAKE PAYMENT TO

PLEASE DETACH AND ENCLOSE THIS PORTION WITH PAYMENT.

FIRST CITIZENS BANK
PO BOX 63001
CHARLOTTE NC 28263-3001

CHARLES S WEEMS
NORTHSTREAM MNGMNT
1000 RIVERSIDE AVE STE 800
JACKSONVILLE FL 32204-4101



LIABILITY FOR UNAUTHORIZED USE OF CREDIT CARD

If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at the address shown on the front of this statement following "Send Inquiries to:", or call us at the telephone number shown on the front of this statement. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

HOW TO AVOID PAYING INTEREST ON PURCHASES AND BALANCE TRANSFERS

Your due date will be at least 21 days after your billing statement is mailed or delivered to you. We will not charge you any interest on purchases and balance transfers if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.

CALCULATION OF AVERAGE DAILY BALANCE(S)

We use the average daily balance method (including current transactions) for calculating an average daily balance for your (i) purchase balance (including transferred balances) and (ii) cash advance balance. To get the average daily balance of your purchases balance (including balance transfers) and your cash advance balance, we take the beginning balance of your Account each day, add any new purchases, cash advances and balance transfer amounts, as applicable, add any unpaid charges (including Finance Charges), fees and other debits, and subtract any applicable portions of payments and credits. This gives the daily balance. Then we add up all the daily balances for the Billing Cycle and divide by the number of days in the Billing Cycle to get the average daily balance.

CALCULATION OF YOUR INTEREST CHARGE

Your Interest Charge for the period is based on the applicable APR associated with each balance. We calculate Interest Charges separately for your purchase balance (including balance transfers) and your cash advance balance under each applicable APR. Your variable APR can go up or down monthly as the index for the rate goes up or down. We list each Interest Charge (including the Purchase Finance Charge and the Cash Finance Charge) separately on your Statement. We compute each Interest Charge by: (1) Taking each applicable APR and calculating the corresponding monthly periodic rate (the applicable APR divided by 12), and (2) multiplying the average daily balance for each balance by the applicable monthly periodic rate adding together all the products to obtain your Total Interest for the period.



PO Box 2360
Omaha NE 68103-2360



Name: CHARLES S WEEMS
WEEMS GROUP, LLC

Billing Cycle
Closing Date:
05/05/22

Account
Number: XXXX XXXX XXXX 8823

Account Summary

Beginning balance	\$50,143.55	Number of days in billing cycle	30
Payments and credits	77.37	Credit limit	50,000.00
Purchase and adjustments less refunds	39.00	Available credit	0.00
Cash advances	0.00	Available cash line	0.00
FINANCE CHARGES	762.10	Payment due date	06/02/22
Balance 05/05/22	\$50,867.28	NEW MINIMUM PAYMENT DUE	12,278.63

Contact Information

FOR INFORMATION PLEASE CALL: 1-888-514-6849

SEND INQUIRIES TO: FIRST CITIZENS BANK PO BOX 1580 ROANOKE VA 24007-1580

Transactions Since Last Statement

Trans	Post	Reference Number	Description	Amount
			CHARLES S WEEMS	
05/04	05/04	[REDACTED]	PAYMENT - THANK YOU RALEIGH NC	77.37-
05/05	05/05	*FINANCE CHARGE*	PURCHASES \$762.10 CASH ADVANCE \$0.00	762.10
04/15	04/15		LATE FEE	39.00

YOUR ACCOUNT IS 3 MONTHS PAST DUE. REMIT THE MINIMUM PAYMENT DUE IMMEDIATELY. YOUR CHARGE PRIVILEGES HAVE BEEN REVOKED.

YOUR ACCOUNT IS CURRENTLY CLOSED.



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PO Box 2360
Omaha NE 68103-2360

[REDACTED] 67281

MINIMUM PAYMENT DUE	PAST DUE AMOUNT	PAYMENT DUE DATE	NEW BALANCE	ACCOUNT NUMBER
12,278.63	9,735.63	06/02/22	50,867.28	XXXX XXXX XXXX 8823

PLEASE WRITE IN
AMOUNT OF
PAYMENT ENCLOSED

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PROMPT CREDITING OF PAYMENTS: TO RECEIVE CREDIT FOR PAYMENT AS OF THE DATE OF RECEIPT, WE MUST RECEIVE THIS PORTION OF THIS STATEMENT AND YOUR CHECK OR MONEY ORDER BY 5:00PM. USE ENCLOSED ENVELOPE AND MAKE PAYMENT TO

PLEASE DETACH AND ENCLOSE THIS PORTION WITH PAYMENT.

FIRST CITIZENS BANK
PO BOX 63001
CHARLOTTE NC 28263-3001

CHARLES S WEEMS
WEEMS GROUP, LLC
16073 SHELLCRACKER RD
JACKSONVILLE FL 32226-1576



LIABILITY FOR UNAUTHORIZED USE OF CREDIT CARD

If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at the address shown on the front of this statement following "Send Inquiries to:", or call us at the telephone number shown on the front of this statement. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

HOW TO AVOID PAYING INTEREST ON PURCHASES AND BALANCE TRANSFERS

Your due date will be at least 21 days after your billing statement is mailed or delivered to you. We will not charge you any interest on purchases and balance transfers if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.

CALCULATION OF AVERAGE DAILY BALANCE(S)

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CALCULATION OF YOUR INTEREST CHARGE

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PO Box 2360
Omaha NE 68103-2360

Account
Number: XXXX XXXX XXXX 8823

TYPE OF BALANCE	MONTHLY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES
Purchases	1.520	18.24	50,138.39	762.10
Cash Advances	1.937	23.24	0.00	0.00

* Periodic Rate May Vary.

Total Periodic FINANCE CHARGES: \$762.10
 Total Transaction Charges: \$0.00
 Total FINANCE CHARGES: \$762.10
 ANNUAL PERCENTAGE RATE: 18.240%



Name: KERRI WEEMS
WEEMS GROUP, LLC

PO Box 2360
Omaha NE 68103-2360

Billing Cycle
Closing Date:
05/05/22

Account
Number: XXXX XXXX XXXX 7480

Account Summary

Beginning balance	\$931.47	Number of days in billing cycle	30
Payments and credits	0.00	Credit limit	50,000.00
Purchase and adjustments less refunds	39.00	Available credit	0.00
Cash advances	0.00	Available cash line	0.00
FINANCE CHARGES	14.16	Payment due date	06/02/22
Balance 05/05/22	\$984.63	NEW MINIMUM PAYMENT DUE	236.00

Contact Information

FOR INFORMATION PLEASE CALL: 1-888-514-6849
SEND INQUIRIES TO: FIRST CITIZENS BANK PO BOX 1580 ROANOKE VA 24007-1580

Transactions Since Last Statement

Trans	Post	Reference Number	Description	Amount
			KERRI WEEMS	
05/05	05/05	*FINANCE CHARGE*	PURCHASES \$14.16 CASH ADVANCE \$0.00	14.16
04/15	04/15		LATE FEE	39.00

YOUR ACCOUNT IS 3 MONTHS PAST DUE. REMIT THE
MINIMUM PAYMENT DUE IMMEDIATELY. YOUR CHARGE
PRIVILEGES HAVE BEEN REVOKED.

YOUR ACCOUNT IS CURRENTLY CLOSED.



E D PAGE 1 of 3

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984639

PO Box 2360
Omaha NE 68103-2360

MINIMUM PAYMENT DUE	PAST DUE AMOUNT	PAYMENT DUE DATE	NEW BALANCE	ACCOUNT NUMBER
236.00	174.00	06/02/22	984.63	XXXX XXXX XXXX 7480

PLEASE WRITE IN
AMOUNT OF
PAYMENT ENCLOSED

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PROMPT CREDITING OF PAYMENTS: TO RECEIVE CREDIT FOR PAYMENT
AS OF THE DATE OF RECEIPT, WE MUST RECEIVE THIS PORTION OF THIS
STATEMENT AND YOUR CHECK OR MONEY ORDER BY 5:00PM.
USE ENCLOSED ENVELOPE AND MAKE PAYMENT TO

PLEASE DETACH AND ENCLOSE
THIS PORTION WITH PAYMENT.

FIRST CITIZENS BANK
PO BOX 63001
CHARLOTTE NC 28263-3001

KERRI WEEMS
WEEMS GROUP, LLC
16073 SHELLCRACKER RD
JACKSONVILLE FL 32226-1576



LIABILITY FOR UNAUTHORIZED USE OF CREDIT CARD

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PO Box 2360
Omaha NE 68103-2360

Account
Number: XXXX XXXX XXXX 7480

TYPE OF BALANCE	MONTHLY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES
Purchases	1.520	18.24	931.47	14.16
Cash Advances	1.937	23.24	0.00	0.00

* Periodic Rate May Vary.

Total Periodic FINANCE CHARGES: \$14.16
 Total Transaction Charges: \$0.00
 Total FINANCE CHARGES: \$14.16
 ANNUAL PERCENTAGE RATE: 18.240%

PLAINTIFF'S
EXHIBIT
"J"

COMMERCIAL GUARANTY

Borrower: WEEMS GROUP, LLC
10302 DEERWOOD PARK BLVD SUITE 104
JACKSONVILLE, FL 32256

Lender: First-Citizens Bank & Trust Company
San Marco Office
1471 San Marco Blvd
Jacksonville, FL 32207

Guarantor: KERRI WEEMS
4504 HUNTERSTON LANE
JACKSONVILLE, FL 32225

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft Indebtedness, credit card Indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this

**COMMERCIAL GUARANTY
(Continued)**

Page 2

Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to pursue any other remedy within Lender's power; or (F) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

GARNISHMENT. Guarantor consents to the issuance of a continuing writ of garnishment or attachment against Guarantor's disposable earnings, in accordance with Section 222.11, Florida Statutes, in order to satisfy, in whole or in part, any money judgment entered in favor of

**COMMERCIAL GUARANTY
(Continued)**

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Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. 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 Guaranty 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 Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Waive Jury. Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

SIGNATURE OF SPOUSE OR DOMESTIC PARTNER. According to the federal Equal Credit Opportunity Act and its implementing regulations, if, under a creditor's standards of creditworthiness, the personal liability of an additional party is necessary to support the extension of the credit requested, a creditor may request that the applicant obtain a co-signer, guarantor, or the like. The applicant's spouse or domestic partner may serve as an additional party, but a creditor may not require that the spouse or domestic partner be the additional party. If Guarantor is (i) a married person or (ii) has established a domestic partnership with a domestic partner in a state that provides for and recognizes domestic partnerships, then Guarantor warrants that his or her execution of this Guaranty constitutes his or her free and voluntary act and agrees that Lender has not required that he or she serve as the additional creditworthy party in violation of the federal Equal Credit Opportunity Act or its implementing regulations. Nothing in this Guaranty is intended to require, nor should this Guaranty be construed to require, the signature of a spouse or domestic partner in violation of the federal Equal Credit Opportunity Act or any regulations adopted under its authority.

ADDITIONAL WAIVERS BY GUARANTOR. To the extent permitted by applicable law, Guarantor also expressly waives all benefits, claims, rights and defenses Guarantor may have or acquire that are based on: (A) any statutory or common law provision limiting the liability of or

**COMMERCIAL GUARANTY
(Continued)**

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requiring the discharge or exoneration of a guarantor or surety; (B) suretyship or impairment of collateral, including any benefits, claims, rights or defenses Guarantor may have or acquire pursuant to sections 3-419 and 3-605 of the Uniform Commercial Code as adopted and amended from time to time by the various states; (C) any statutory or common law provision that releases, discharges, or limits the liability of a remaining obligor following the release of a joint obligor; (D) homestead or exemption laws and any rights thereunder with respect to any collateral taken as security for the Indebtedness; (E) any "one action," "anti-deficiency" or other statutory or common law provision limiting the right of Lender to obtain a judgment against Guarantor or to otherwise proceed against any person or entity obligated for payment of the Indebtedness, whether before or after the foreclosure, sale or other disposition of any collateral taken as security for the Indebtedness; and (F) any legal or equitable doctrine or principle of marshalling. Lender shall not be required to sell or dispose of collateral in inverse order of alienation or in any other particular order. Without affecting or lessening Guarantor's liability to Lender under this Guaranty, Lender may do or not do any of the following with respect to the Indebtedness or Note without Guarantor's knowledge, consent or joinder: (A) grant extensions of time for payment, (B) grant renewals, (C) permit modifications of payment terms or other terms or conditions, (D) permit assumptions of the Indebtedness or Note, (E) release one or more borrowers or guarantors from liability, and (F) exchange or release any collateral or other security.

GUARANTOR'S FINANCIAL INFORMATION. For purposes of this section, "Financial Information" means information relating to Guarantor's finances. Guarantor covenants and agrees with Lender that, so long as this Guaranty remains in effect, Guarantor will furnish Lender with such Financial Information at such times and in such detail as Lender may reasonably request, including, but not limited to, the following: (i) Guarantor's personal financial statement (if Guarantor is an individual); (ii) Guarantor's quarterly and year-end balance sheet and profit and loss statements (if Guarantor is engaged in business activities); (iii) copies of Guarantor's federal and state tax returns and all schedules relating thereto, including Schedule K-1 (if applicable); and (iv) such additional information and statements, lists of assets and liabilities, aging of receivables and payables, inventory schedules, budgets, forecasts, tax returns, and other reports with respect to Guarantor's financial condition and business operations as Lender may reasonably request from time to time.

Guarantor warrants and represents that (i) all Financial Information Guarantor has provided and that has been provided on Guarantor's behalf to date is true and accurate in all material respects and fairly presents Guarantor's financial condition and business transactions as of the date of the Financial Information provided, and (ii) Financial Information Guarantor provides and that is provided on Guarantor's behalf in the future will be true and accurate in all material respects and will fairly present Guarantor's financial condition and business transactions as of the date of the Financial Information provided. Guarantor further warrants and represents that, except as specifically disclosed in the Financial Information, (i) Guarantor has no direct or contingent liabilities; (ii) title to all assets listed in the Financial Information is solely in Guarantor's name, and no other person or entity has an interest in such assets; (iii) there exist no liens, encumbrances, or defects in or upon the assets listed in the Financial Information; (iv) all taxes owed by Guarantor have been fully paid and discharged, except taxes not then due and payable without penalty; (v) there are no claims, actions, or proceedings pending or threatened against Guarantor or any of Guarantor's property; and (vi) there are no judgments or liens against Guarantor or any of Guarantor's property. With respect to each copy of Guarantor's tax returns given to Lender, Guarantor warrants and represents that (i) the copy is a true and accurate copy of the return, as filed; (ii) the original of the return was properly signed or electronically authenticated by Guarantor or on Guarantor's behalf and submitted to the appropriate tax authority; and (c) the return accurately states the Guarantor's income, deductions and tax liability for the period stated. Guarantor acknowledges that Lender has relied and will rely on Guarantor's Financial Information.

Guarantor covenants and agrees to send written notice to Lender within five (5) business days after the occurrence of any change that is both material and adverse in (a) Guarantor's financial condition or business transactions, (b) Guarantor's ability to perform Guarantor's obligations to Lender, or (c) Financial Information previously given.

Guarantor authorizes Lender and its affiliates to make such credit, employment, and investigative inquiries about Guarantor from time to time as Lender and its affiliates deem appropriate to evaluate Guarantor's financial strength, character, and credit history, to administer any loan(s) made to others guaranteed by Guarantor, and to collect any sums owing. Lender is authorized to verify information about Guarantor and obtain consumer report(s) about each individual who signs this Guaranty as a Guarantor or in a representative capacity on behalf of a Guarantor.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means WEEMS GROUP, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation KERRI WEEMS, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means First-Citizens Bank & Trust Company, its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

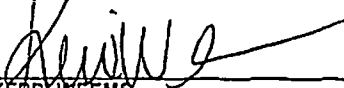
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.



COMMERCIAL GUARANTY
(Continued)

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED FEBRUARY 5, 2021.

GUARANTOR:

X 
KERR WEEMS



EM3Law.com



Gary I. Masel
101 NE 3rd Avenue, Suite 1500
Fort Lauderdale, Florida 33301
gmasel@em3law.com
O: (954) 312-3482

April 19, 2022

VIA Certified Mail– R.R.R. and Regular Mail

HONEY LAKE FARMS, INC.

c/o Charles Stovall Weems a/k/a Charles Stovall Weems, IV, *President*

Kerri Weems, *Director*

1000 Riverside Avenue, Suite 800

Jacksonville, FL 32204

RE: NOTICE OF DEFAULT AND DEMAND FOR PAYMENT

Creditor: First-Citizens Bank & Trust Company

Borrowers: HONEY LAKE FARMS, INC., WEEMS GROUP, LLC and
NORTHSTREAM MANAGEMENT GROUP LLC

Guarantors: Charles Stovall Weems, Kerri Weems

Loan No.: xxxx5072/xxxx6992/xxxx9953/xxxx8823/xxx7480

NOTICE

EDWARDS MAXSON MAGO & MACAULAY, LLP IS A DEBT COLLECTOR. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT, AND INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

Dear Charles Stovall Weems a/k/a Charles Stovall Weems, IV and Kerri Weems:

Please be advised that the law firm of Edwards Maxson Mago & Macaulay, LLP has been retained to represent First-Citizens Bank & Trust Company, (hereinafter “First-Citizens”), with regards to its interests in the commercial loan documents executed by you on behalf of the borrowers, Honey Lake Farms, Inc. (“HLF”), Weems Group, LLC (“WG”), and Northstream Management Group LLC (“Northstream”) (all collectively referred hereinafter as the “Borrowers”) and yourselves individually, as Guarantors, on or about September 3, 2021, and as modified. Those loan documents include, but are not limited to:

Account #xxxx5072 (Promissory Note)(Honey Lake Farms, Inc.):

1. Promissory Note, dated September 3, 2021 (“Note”), and executed by HLF in favor of First-Citizens, in the principal amount of \$500,000.00;
2. Corporate Resolution to Borrower/Grant Collateral/Subordinate Debt, dated September 3, 2021, in favor of First-Citizens, concerning the principal of the Note;
3. Business Loan Agreement, dated September 3, 2021, and executed by HLF in favor of First-Citizens, concerning the principal of the Note;

4. Security Loan Agreement, dated September 3, 2021, and executed by HLF in favor of First-Citizens, concerning the principal of the Note;
5. UCC Financing Statement filed on September 15, 2021, with the Florida UCC registry, Filing No. 202108457288, in favor of First-Citizens, providing the Bank with a lien on HLF's tangible and intangible collateral listed therein;
6. Commercial Guaranty, dated September 3, 2021, executed by Charles Stovall Weems IV, *personally*, in favor of First-Citizens, in which he irrevocably and unconditionally, jointly and severally, guaranteed the full and punctual payment and satisfaction of the indebtedness of the Note.

As of April 5, 2022, the current Payoff Amount Due is:

Principal	\$500,000.00
Interest	\$ 4,097.22
<u>Late charges</u>	<u>\$ 97.22</u>
Payoff Amount	\$504,194.44

This account is past due with the initial default for the January 1, 2022 payment and all subsequent payments.

Account #xxxx6992 (HLF Credit Card):

1. Business Visa Credit Card Application and Agreement for Non-Profit Organization, signed by Charles Stovall Weems, for the credit line amount of \$125,000;
2. Past due with the initial default for the January 1, 2022 payment and all subsequent payments.

As of April 5, 2022, the current Payoff Amount Due is:

Beginning balance	\$137,522.55
<u>Purchase and adjustments less refunds</u>	<u>\$ 78.00</u>
Payoff Amount	\$137,600.55

Account #xxxx9953 (Northstream Credit Card):

1. Business Visa Credit Card Application and Agreement for Non-Profit Organization, entered into by Charles Stovall Weems, for the credit line amount of \$20,000;
2. Past due with the initial default for the January 1, 2022 payment and all subsequent payments.

As of April 5, 2022, the current Payoff Amount Due is:

Beginning balance	\$ 18,259.16
<u>Purchase and adjustments less refunds</u>	<u>\$ 39.00</u>
Payoff Amount	\$ 18,621.35

Account #xxxx8823 (WG Credit Card No.1):

1. Business Visa Credit Card Application and Agreement for Non-Profit Organization, entered into by Charles Stovall Weems, for the credit line amount of \$50,000;
2. Past due with the initial default for the February 2, 2022 payment and all subsequent payments.

As of April 5, 2022, the current Payoff Amount Due is:

Beginning balance	\$ 50,104.55
<u>Purchase and adjustments less refunds</u>	<u>\$ 39.00</u>
Payoff Amount	\$ 50,143.55

Account #xxxx7480 (WG Credit Card No. 2):

1. Business Visa Credit Card Application and Agreement for Non-Profit Organization, entered into by Charles Stovall Weems, for the credit line amount of \$50,000;
2. Past due with the initial default for the February 2, 2022 payment and all subsequent payments.

As of April 5, 2022, the current Payoff Amount Due is:

Beginning balance	\$ 892.47
<u>Purchase and adjustments less refunds</u>	<u>\$ 39.00</u>
Payoff Amount	\$ 931.47

(The above collectively referred herein as the “Subject Loans” or “Loan Documents”).

As stated above, you signed personal guaranties concerning the Subject Loans for the Borrowers. First-Citizens has informed me that the Notes are in default under the terms of the above-identified loans having failed to make the payments due as noted above and all subsequent payments. First-Citizens has sent you previous notices of default and hereby demands, once again, the indebtedness on the Subject Loans.

As neither the Borrowers nor the Guarantors have resolved the defaults to date, and with the loans or accounts remaining in default, First-Citizens has accelerated all indebtedness and demands the entire amount be paid in full on each.

Demand is hereby made for payment of these debts. Interest, charges and fees may continue to accrue after the date of this letter until the balance, fees, charges and interest are paid in full on all accounts. First-Citizens reserves the right to charge per diem default interest based on the default interest rate of 16.00% as allowed under the terms of the Note.

You are hereby notified that any provisions relative to the payment of a reasonable attorney's fee for legal actions required to collect on the above-referenced obligations, plus interest, in addition to the unpaid balance due, will be enforced if such outstanding indebtedness is not paid in full on or before 5p.m. ET on May 3, 2022.


The commencement of legal proceedings can be costly and these costs may be taxed to any judgment entered against you based upon the above-referenced obligations. In order to avoid these additional costs, please immediately contact our firm concerning payment of this debt.

All written requests should be addressed to Gary I. Masel, Esq., Edwards Maxson Mago & Macaulay, LLP, 101 NE 3rd Avenue, Suite 1500, Fort Lauderdale, FL 33301. Email gmasel@em3law.com; (954) 312-3482.

Finally, in the event that any Borrower or any Guarantor has received a bankruptcy discharge or are currently under the protection of the U.S. Bankruptcy Court, this document is sent for notice purposes only, as required by the credit instrument, and related Statutes, and is not intended to collect on the indebtedness or assert personal liability for the obligation recited herein. If you have any questions regarding this matter, please contact the undersigned counsel.

Sincerely,

EDWARDS MAXSON MAGO & MACAULAY, LLP



GARY I. MASEL
Partner

Cc: Jonathan Alley, First-Citizens
Weems Group, LLC, 10302 Deerwood Park Blvd, Suite 104, Jacksonville, FL 32225
Weems Group, LLC, 4504 Hunterston Lane, Jacksonville, FL 32224.
Charles Stovall Weems IV, 16073 Shellcracker Road, Jacksonville, FL 32226
Honey Lake Farms, Inc., PO Box 23621, Jacksonville, FL 32241