

BERNHARD TARAS VENTURES, LLC

AMENDED AND RESTATED CONVERTIBLE NOTE PURCHASE AGREEMENT

READ CAREFULLY BEFORE SIGNING

BERNHARD TARAS VENTURES, LLC

AMENDED AND RESTATED CONVERTIBLE NOTE PURCHASE AGREEMENT

THESE SECURITIES, IN THE FORM OF CONVERTIBLE NOTES OF BERNHARD TARAS VENTURES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR UNDER THE SECURITIES LAWS OF ANY STATE, IN RELIANCE ON EXEMPTIONS CONTAINED IN SUCH LAWS AND RULES AND REGULATIONS PROMULGATED THEREUNDER. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF, EXCEPT IN COMPLIANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS.

Ladies and Gentlemen:

If and when fully completed, signed by the undersigned (the “**Purchaser**”) and signed and accepted by Bernhard Taras Ventures, LLC (the “**Company**”), this Convertible Note Purchase Agreement (“**Purchase Agreement**”) shall constitute the agreement to purchase convertible promissory notes of the Company (the “**Notes**”) in the form and containing the terms set forth in Exhibit A. The terms of the Note in Exhibit A are incorporated into the terms of this Purchase Agreement and by signing this Purchase Agreement, the Purchaser is deemed to have accepted the terms of the Note. Capitalized terms used but not otherwise defined in this Purchase Agreement shall have the meaning(s) assigned to them in the Note. The Purchaser acknowledges that he, she or it understands that the Company and its managers, members and agents are relying upon the accuracy and completeness of this Purchase Agreement in complying with their obligations under federal and state securities laws.

The financing provided by the sale of Notes may occur in stages after a minimum total investment of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) is obtained (the “**Minimum Offering Amount**”). The Company is selling a maximum of One Million and 00/100 Dollars (\$1,000,000.00) (the “**Maximum Offering Amount**”) of Notes in Twenty-Five Thousand and 00/100 Dollar (\$25,000.00) increments in this offering (the “**Offering**”). The minimum purchase per Note is Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), which amount may be waived in the sole discretion of the Company. **This Offering is limited solely to “accredited investors” as such term is defined in Regulation D of the Securities Act of 1933, as amended (the “Securities Act”) and the regulations promulgated thereunder.**

In consideration of the mutual promises, Company and Purchaser agree as follows:

1. Purchase. Subject to the terms and conditions of this Purchase Agreement, the Purchaser hereby irrevocably subscribes to purchase a Note at the total purchase price indicated on the signature page of this Purchase Agreement (the “**Purchase Price**”). Unless received by the Company prior to the date of this Purchase Agreement, the Purchase Price shall be paid upon the execution of this Purchase Agreement by the Purchaser. Payments made be made by check made payable to “Bernhard Taras Ventures, LLC” or by wire transfer in an account designated in writing by the Company.

2. Acceptance of Subscription. Purchaser understands that the Company has the right to accept or reject this subscription, in whole or in part, for any reason, and that this

subscription will be deemed to be accepted by the Company only when it is signed on its behalf and the Minimum Offering Amount is subscribed for and sold. Purchaser agrees that subscriptions need not be accepted in the order in which they are received by the Company. Upon rejection of this Purchase Agreement in whole or in part, for any reason, this Purchase Agreement and any other agreements entered into between the Purchaser and the Company relating to this subscription shall, to that extent, be deemed to be null and void and of no further force or effect, and any funds received by the Company, if any, from the Purchaser will be promptly returned, without interest.

The Offering period will expire upon the earliest to occur of: (a) January 15, 2025; and (b) the Company raising the Maximum Offering Amount (the “**Offering Termination Date**”). The Company may accept Purchase Agreements in tranches or stages (each, a “**Closing**”, it being understood that the initial Closing and the last closing shall be referred to as the “**Initial Closing**” and the “**Final Closing**” respectively). The amounts accepted by the Company through the Purchase Agreements at the Initial Closing shall be for at least the Minimum Offering Amount. If, for any reason, the Minimum Offering Amount has not been sold on or before the Offering Termination Date, then there shall be no Initial Closing and this Note Purchase Agreement will automatically be cancelled and be of no further force or effect, and any funds received by the Company will be promptly returned, without interest.

3. General Representations and Warranties. To induce the Company to accept this Purchase Agreement, Purchaser hereby represents and warrants to, and covenants with, the Company as follows:

- (a) Purchaser has received a copy of the Note attached hereto as Exhibit A and the power point presentation regarding the business attached hereto as Exhibit B, together with each of their respective attachments and exhibits, if any, and such other documents, materials and information as Purchaser deems necessary or appropriate for evaluating an investment in the Company. Purchaser understands that the amount, nature and format of the information provided to Purchaser is not as extensive or complete as that otherwise available in a registered public offering. Purchaser confirms that Purchaser has reviewed and understands these materials and has made such further investigation of the Company as was deemed appropriate to obtain additional information to verify the accuracy of such materials and to evaluate the merits and risks of this investment. Purchaser acknowledges that Purchaser has had the opportunity to ask questions of, and receive answers from, the Company and persons acting on its behalf, concerning the Company and the terms and conditions of this Offering, and that all such questions have been answered to Purchaser’s full satisfaction.
- (b) The Purchaser understands that the Notes have not been registered either with the Securities and Exchange Commission (the “**SEC**”) or with the securities commission of any state and are being offered and sold pursuant to private offering exemptions provided in Section 4(a)(2) of the Securities Act of 1933, as amended (the “**Securities Act**”) and/or Rule 506(b) of Regulation D promulgated by the SEC and applicable state securities laws.
- (c) Purchaser understands that neither the SEC nor any other federal or state agency has recommended, approved or endorsed the purchase of the Notes as an

investment or passed on the accuracy or adequacy of the information set forth in any materials provided by the Company.

- (d) Purchaser is in a financial position to afford and to hold the Notes indefinitely, Purchaser's financial condition being such that Purchaser is not presently under (and does not contemplate any future) necessity or constraint to dispose of the Notes to satisfy any existing or contemplated debt or undertaking.
- (e) Purchaser recognizes that the Company is a highly speculative venture involving a high degree of financial risk, and Purchaser can afford a complete loss of the Purchase Price of this investment. Purchaser's overall commitment to investments that are not readily marketable is not disproportionate to Purchaser's net worth, and investment in the Notes will not cause Purchaser's overall commitment to such investments to become excessive. Purchaser is familiar with the nature of, and risks attendant to, investments in securities of the type being subscribed for and has determined that the purchase of such securities is consistent with Purchaser's investment objectives.
- (f) Purchaser has the requisite knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of this investment and to be capable of protecting Purchaser's interests in connection with this transaction.
- (g) Purchaser confirms that Purchaser is acquiring the Notes subscribed for solely for Purchaser's own account, for investment purposes only, and not with a view to the distribution or resale of the Notes, in whole or in part. Purchaser is the only party in interest and is not purchasing the Notes for the benefit of, or to share with, any other person.
- (h) Purchaser understands that the offer and sale of the Notes is being made by the Company in reliance on an exemption from registration under the Securities Act and various state securities laws; the Notes are an illiquid investment involving significant risk; there are substantial restrictions on the transferability of the Notes; Purchaser has no rights to require the Notes to be registered under the Securities Act or the securities laws of any state and the Company is not under any obligation to assist the Purchaser in complying with any exemption from registration; there will be no public market for the Notes; it may not be possible for Purchaser to liquidate Purchaser's investment in the Company, and accordingly, Purchaser may have to hold the Notes, and bear the economic risk of this investment, indefinitely.
- (i) If Purchaser is a corporation, partnership, trust, or other entity, Purchaser's execution, delivery and performance of this Purchase Agreement has been authorized by all necessary corporate or other action on Purchaser's behalf, the person executing this Purchase Agreement has the full power and authority to execute and deliver this Purchase Agreement on behalf of the subscribing entity, such entity is duly formed and organized, validly existing, and in good standing under the laws of its jurisdiction of formation, which jurisdiction is set forth on the applicable signature page of this Purchase Agreement, and such entity is

authorized by its governing documents to execute, deliver, and perform its obligations under this Purchase Agreement, and this Purchase Agreement is Purchaser's legal, valid and binding obligation, enforceable against Purchaser in accordance with its terms.

- (j) If Purchaser is an individual, he or she represents and warrants to the Company that Purchaser is of legal age in Purchaser's state of residence, which is set forth on the applicable signature page of this Purchase Agreement, and has legal capacity to execute, deliver and perform his or her obligations under this Purchase Agreement, and this Purchase Agreement is Purchaser's legal, valid and binding obligation, enforceable against Purchaser in accordance with its terms.
- (k) Purchaser represents and warrants to the Company that the execution and delivery of this Purchase Agreement, the consummation of the transactions contemplated hereby and thereby, and the performance of Purchaser's obligations hereunder and thereunder do not and will not conflict with, or result in any violation of or default under, any provision of any charter, by-laws, trust agreement, operating agreement or other governing instrument applicable to Purchaser, or any agreement or other instrument to which Purchaser is a party or by which Purchaser or any of Purchaser's properties are bound, or any permit, franchise, judgment, decree, statute, order, rule or regulation applicable to Purchaser or to Purchaser's business or properties.
- (l) If Purchaser is an entity, it has its principal office at the address set forth on the signature page to this Purchase Agreement under its name, or, if Purchaser is an individual, he or she maintains his or her legal residence at the address set forth on the signature page to this Purchase Agreement under his or her name.
- (m) Purchaser represents and warrants to the Company that he, she or it is not a Non-U.S. Person, or, if Purchaser is a Non-U.S. Person, then Purchaser shall have so notified the Company in writing. A "**Non-U.S. Person**" means any of the following: (i) a citizen of a country other than the United States; (ii) an entity organized under the laws of a jurisdiction other than those of the United States or any state, territory or possession of the United States; (iii) a government other than the government of the United States or of any state, territory or possession of the United States; or (iv) a representative of, or entity controlled by, any person or entity referred to in any of the foregoing clauses (i) through (iii). If the Purchaser is a Non-U.S. Person, then Purchaser hereby represents that he, she or it has satisfied himself, herself, or itself as to the full observance of the laws of his, her or its jurisdiction in connection with any invitation to subscribe for the Notes or any use of this Purchase Agreement, including: (i) the legal requirements within its jurisdiction for the purchase of the Notes; (ii) any foreign exchange restrictions applicable to such purchase; (iii) any governmental or other consents that may need to be obtained; and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Notes. The Purchaser's subscription and payment for and continued ownership of the Notes will not violate any applicable securities or other laws of the Purchaser's jurisdiction.

- (n) Purchaser acknowledges that due to anti-terrorism and anti-money laundering regulations, the Company, and any member, manager, employee or agent acting on behalf of the Company, may require further documentation verifying Purchaser's identity and the source of funds used to purchase the Notes subscribed for before this Purchase Agreement can be processed or accepted. To comply with applicable U.S. legislation and regulations, including but not limited to the International Anti-Money Laundering and Financial Anti-Terrorism Abatement Act of 2001 (Title III of the USA PATRIOT Act), Purchaser agrees that all payments by Purchaser to the Company and all distributions to Purchaser from the Company will only be made in Purchaser's name and to and from a bank account of a bank based or incorporated in or formed under the laws of the U.S. or a bank that is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 et seq.), as amended, and the regulations promulgated thereunder by the U.S. Department of the Treasury, as such regulations may be amended from time to time. Purchaser further agrees to provide the Company at any time during the term of the Company with such information or certification as the Company determines to be necessary or appropriate to verify compliance with the anti-terrorism and anti-money laundering regulations of any applicable jurisdiction or to respond to requests for information concerning the identity of Purchaser or any person directly or indirectly controlling or owning an interest in Purchaser from any governmental authority, self-regulatory organization or financial institution in connection with the Company's compliance procedures with respect to anti-terrorism and anti-money laundering regulations and to update such information as necessary. Such information may include, but not be limited to, the name, address, telephone number, date of birth, and Social Security or taxpayer identification number of any individual person, or of the beneficial owners of any entity, if Purchaser is an entity. Identity may be verified using a current valid passport or other current valid government issued identification (e.g., a driver's license). In addition, Purchaser certifies that neither Purchaser nor any person directly or indirectly controlling or owning any interest in Purchaser is identified as a specially designated national or blocked person, or as affiliated with any such person, entity or organization on any list maintained by governmental authorities relating to anti-terrorism or anti-money laundering, including, but not limited to, lists maintained by the U.S. Treasury Department's Office of Foreign Asset Control. Purchaser understands that the information contained herein may be disclosed to the U.S. Government by the Company.
- (o) If Purchaser is subject to ERISA, in making the proposed investment Purchaser is aware of and has taken into consideration the applicable fiduciary standards of conduct under ERISA, including, but not limited to, the prudence and diversification requirements of Section 404(a)(1) of ERISA.
- (p) Under penalties of perjury, Purchaser represents, warrants and certifies that Purchaser is not subject to "back up withholding" pursuant to Section 3406 of the Internal Revenue Code of 1986, as amended, and that Purchaser has provided Purchaser's correct tax identification number below.

- (q) Purchaser has not been introduced to the Offering of the Notes through any form of general advertising or solicitation, including, but not limited to, the following:
 - (i) any advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio; and
 - (ii) any seminar or meeting whose attendees were invited by any general solicitation or general advertising.
- (r) Purchaser confirms that in entering into this transaction Purchaser is not relying upon any information other than the materials delivered with this Purchase Agreement and the results of Purchaser's own independent investigation.
- (s) Purchaser agrees that this subscription is irrevocable, and that the representations and warranties set forth in this Purchase Agreement shall survive the acceptance of this subscription and the death or disability of Purchaser.
- (t) Purchaser acknowledges that Purchaser has been advised to consult with Purchaser's own attorney regarding legal matters concerning the purchase of the Notes and to consult with Purchaser's tax advisor regarding the tax consequences of purchasing the Notes.
- (u) If Purchaser is an entity, the Purchaser represents and warrants that: (i) it was not formed for the specific purpose of investing in the Company; and (ii) either (A) all of Purchaser's outstanding securities (other than short-term paper) are beneficially owned by one person, or (B) Purchaser is not an investment company under the Investment Company Act of 1940, as amended (the "**Investment Company Act**") or a "private investment company" that avoids registration and regulation under the Investment Company Act based on the exclusion provided by Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act.
- (v) Purchaser represents and warrants to the Company that Purchaser, or, if the Purchaser is a partnership, corporation, limited liability company, trust or other entity, to the Purchaser's knowledge, after reasonable inquiry, any of its general partners, managing members, directors, officers, managers, trustees or beneficial owners of twenty percent (20%) or more of its outstanding voting equity securities: (i) has never been convicted of a felony or misdemeanor in connection with the purchase or sale of any security or involving the making of any false filing with the SEC; (ii) has not been subject to any court injunction or restraining order in connection with the purchase or sale of any security or involving the making of any false filing with the SEC; (iii) has not been subject to a final order of a regulatory body that (A) bars such person from associating with an entity engaging in the business of securities, insurance, or banking, or engaging in savings association or credit union activities, or (B) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct; (iv) has not been subject to any order of the SEC ordering such person to cease and desist from committing or causing a violation or future violation of: (A) any intent-based anti-fraud provision of the federal securities laws; or (B) Section 5 of the 1933 Act, covering prohibitions relating to interstate commerce and the mails; (v) has not been subject to any United States Postal

Service (“USPS”) false representation order, nor is currently subject to a temporary restraining order or preliminary injunction, in each case with respect to conduct alleged by the USPS to constitute a scheme or device for obtaining money or property through the mail by means of false representations; (vi) has not filed (as a registrant or issuer), or been named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, nor is currently the subject of any ongoing investigation or proceeding to determine whether a stop order or suspension order should be issued; and (vii) has no actions or orders described in the foregoing clauses (i) through (vi) that are pending or have been threatened in writing, and to such Purchaser’s knowledge, there is no current investigation by any governmental body or agency with respect to any such foregoing matters described in clauses (i) and (vi) hereof. Purchaser represents and warrants that he, she or it has never been an underwriter, broker, dealer, municipal securities dealer, investment advisor or paid solicitor of securities.

- (w) Purchaser acknowledges that if the amounts due under the Note are not converted pursuant to the terms of the Note, then this Purchase Agreement and the Note do not by themselves entitle the Purchaser to any voting rights or other rights or privileges as a member of the Company.

4. Representations and Warranties Related to Suitability of Purchaser. Purchaser acknowledges that Purchaser is required to be either an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act in order to be qualified to submit this Purchase Agreement to purchase the Notes. Therefore, Purchaser must complete and initial one of the subsections of paragraph (a) below.

- (a) In order to induce the Company to accept this Purchase Agreement, Purchaser represents and warrants to the Company that he, she or it is an “accredited investor” for one or more of the following reasons (**Purchaser should initial all that apply**):
 - (i) Purchaser has an individual net worth¹ (or joint net worth with spouse) in excess of One Million Dollars (\$1,000,000). _____.
 - (ii) Purchaser had an individual income² (without including any income of his or her spouse) in excess of Two Hundred Thousand Dollars (\$200,000) in

¹ For purposes of accredited investor status, “net worth” means the excess of total assets at fair market value over total liabilities. The value of your primary residence is not included as an asset. Indebtedness that is secured by your primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, is not included as a liability. However, if the amount of your indebtedness on your primary residence outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before that time, the amount of the excess is included as a liability. Nonetheless, if such excess was caused 60 days prior to the sale of securities because of procuring a mortgage to acquire the primary residence, the amount of the excess is not included as a liability. Finally, indebtedness that is secured by your primary residence in excess of the estimated fair market value of the primary residence is included as a liability.

each of the two (2) most recent years and reasonably expects an income in excess of Two Hundred Thousand Dollars (\$200,000) in the current year. _____.

- (iii) Purchaser had joint income with his or her spouse in excess of Three Hundred Thousand Dollars (\$300,000) in each of the two (2) most recent years and reasonably expects to have joint income in excess of Three Hundred Thousand Dollars (\$300,000) in the current year. _____.
- (iv) Purchaser is a limited liability company, corporation, partnership, charitable organization, or Massachusetts or similar business trust not formed for the specific purpose of investing in the Company, with total assets in excess of Five Million Dollars (\$5,000,000). _____.
- (v) Purchaser is a director, executive officer or general partner of the Company. _____.
- (vi) Purchaser is an employee benefit plan within the meaning of Title I of ERISA: (i) in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which plan fiduciary is either a bank, savings and loan association, insurance company, or registered investment adviser; or (ii) that has total assets in excess of Five Million Dollars (\$5,000,000); or (iii) that, if the plan is self-directed, has investment decisions being made solely by persons that are accredited investors. _____.
- (vii) Purchaser is a trust not formed for the specific purpose of investing in the Company, with total assets in excess of Five Million Dollars (\$5,000,000), whose purchase is directed by a person who, either alone or with his or her purchaser representative, has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in the Company. _____.
- (viii) Purchaser is a revocable trust not formed for the specific purpose of investing in the Company, and the sole grantor is an accredited investor. _____.
- (ix) Purchaser is an Individual Retirement Account and the account owner is an accredited investor. _____.

² For purposes of accredited investor status, “individual income” means adjusted gross income as reported for federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received which is tax-exempt under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040), (iii) any deduction claimed for depletion under Section 611 *et seq.* of the Code, and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Code.

- (x) Purchaser is an entity in which all of the equity owners are accredited investors. _____.

Purchaser agrees to provide the Company with such information as the Company may request in order to support the above representation of “accredited investor” status.

5. Reliance on Purchaser’s Representations and Warranties. Purchaser understands the meaning of the representations and warranties contained in this Purchase Agreement, and understands and acknowledges that the Company is relying on the representations and warranties contained in this Purchase Agreement in determining whether the Offering is eligible for exemption from the registration requirements contained in the Securities Act, and in determining whether to accept this subscription. Purchaser represents and warrants that the information contained in this Purchase Agreement, including the information that the Purchaser has disclosed on the signature pages of this Purchase Agreement, is true and correct as of the date hereof and agrees to notify the Company immediately of any changes in such information.

6. Company Representations. By its acceptance of this Purchase Agreement, the Company represents and warrants to the Purchaser that each of the following statements will be true on the date of closing of the transaction contemplated by this Purchase Agreement:

- (a) The Company is a Florida limited liability company duly formed and validly existing in good standing under the laws of the State of Florida with all requisite power and authority to own its properties and to conduct its business as presently conducted and to consummate the transactions contemplated hereby and under the Company’s Articles of Organization (the “**Articles**”) and the Company’s Operating Agreement (the “**Operating Agreement**”).
- (b) The transaction contemplated by this Purchase Agreement has been duly approved, and this Purchase Agreement has been duly executed and delivered by a duly authorized representative of the Company. Neither the execution and delivery of this Purchase Agreement by the Company, nor the consummation by the Company of the transaction contemplated hereby, will conflict with or result in a breach of any of the terms, conditions or provisions of the Company’s Articles or the Operating Agreement, or of any statute or administrative regulation, or of any order, writ, injunction, judgment or decree of any court or governmental authority or of any arbitration award to which the Company is a party or by which the Company is bound.
- (c) The Company is not, individually, a party to any unexpired, undischarged or unsatisfied written or oral contract, agreement, indenture, mortgage, debenture, note or other instrument under the terms of which performance by the Company according to the terms of this Purchase Agreement will be a default or an event of acceleration, or grounds for termination, or whereby timely performance by the Company according to the terms of this Purchase Agreement may be prohibited, prevented or delayed.

7. Company Covenants. By its acceptance of this Purchase Agreement, the Company agrees that for so long as any amounts under this Note remain outstanding:

- (a) It will authorize or reserve, whichever is applicable, a sufficient number of equity securities to permit the conversion of the Note into equity securities of the Company in accordance with its terms.
- (b) It shall preserve and maintain its existence as a limited liability company and its good standing in all states in which it conducts business in all material respects.
- (c) It shall promptly pay and discharge when due all taxes, assessments, and governmental charges of every kind and nature that have been lawfully levied, assessed, or imposed upon the Company, except to the extent the Company is reasonably contesting in good faith any such tax, assessment, or charge with an adequate reserve provided therefor.
- (d) If the Company issues any notes, convertible notes or similar instruments that have rights, preferences or privileges that are more favorable than the terms of the Note (including any rights, preferences or privileges that are added to the Note in any subsequent Closing), then the Company shall provide equivalent rights to the holders of the Note by entering into an amendment to the Notes that is approved by the Collateral Agent.
- (e) The Company shall use the proceeds of this Offering for product development, sales, and marketing and other general corporate and working capital purposes as reasonably determined in the discretion of the Company.
- (f) Subject in all cases to the terms of the Operating Agreement of the Company, all of the day to day affairs and decisions of the Company will be made by the Company; *provided, however*, that the following decisions shall not be made without the prior written approval of the Collateral Agent:
 - (i) consummate a Change of Control Transaction;
 - (ii) liquidate, dissolve, file for bankruptcy or wind up the affairs of the Company;
 - (iii) amend the Operating Agreement of the Company in a way that adversely and disproportionately affects the Purchasers;
 - (iv) issue units or securities of any kind to any party or redeem or repurchase any existing units of the Company, excluding securities issued in connection with a Qualified Financing;
 - (v) purchase or redeem or make any distribution with respect to any equity securities other than equity securities repurchased at cost from service providers of the Company upon termination and other than the exercise by the Company of contractual rights of first refusal over such equity securities;

(vi) become obligated under any loan or guarantee of indebtedness (other than indebtedness to a Secured Lender) in excess of \$100,000 in the aggregate;

(vii) cease to engage in a business that is substantially similar to the business engaged in, or contemplated to be engaged in, as of the Initial Closing; or

(viii) engage in, or consummate, any sale, lease, assignment, transfer, exchange or other conveyance (including by exclusive license or otherwise) of all or substantially all of the assets of the Company in a single transaction or series of related transactions.

(g) The Company shall deliver the following financial reports to the Purchaser:

(i) within forty-five (45) days after the close of each quarter, an unaudited income statement showing the financial condition of the Company for such quarter; and

(ii) within sixty (60) days after the end of each calendar year of the Company, an unaudited balance sheet and unaudited statement of income, cash flows and members' equity, showing the financial condition of the Company for such calendar year.

8. Indemnification. Purchaser hereby agrees to indemnify and hold harmless the Company and each manager, member, employee, agent and representative from and against any and all losses, damages, expenses, liabilities or attorneys' fees (including attorneys' fees and expenses incurred in a securities or other action in which no judgment in favor of Purchaser is rendered) due to or arising out of a breach of any representation or warranty of Purchaser, whether contained in the Note or this Purchase Agreement. Purchaser acknowledges that if he, she or it threatens or initiates any such claim, litigation, or other legal action against any of the indemnified parties, Purchaser will be liable for any such attorneys' fees, costs, and other amounts in connection therewith that are established to have been due to or to have arisen out of any such breach of representation or warranty by Purchaser. Notwithstanding any of the representations, warranties, acknowledgments or agreements made in this Purchase Agreement, Purchaser does not thereby or in any other manner waive any rights granted to Purchaser under federal or state securities law.

9. Acceptance of Terms of Note. The terms of the Note in Exhibit A are incorporated into the terms of this Purchase Agreement and by signing this Purchase Agreement, the Purchaser is deemed to have accepted the terms of the Note.

10. Assignability. Purchaser agrees not to transfer or assign this Purchase Agreement, or any interest of Purchaser herein.

11. Binding Effect. This Purchase Agreement and the representations and warranties contained herein shall be binding upon the heirs, executors, administrators, and other successors of Purchaser and this Purchase Agreement shall inure to the benefit of and be enforceable by the Company. If there is more than one signatory hereto, the obligations, representations, warranties, and agreements of Purchaser are made jointly and severally.

12. Applicable Law; Venue. This Purchase Agreement shall in all respects be governed by, and construed and interpreted in accordance with, the internal substantive laws of the State of Florida without giving effect to the principles of conflicts of law thereof. Company and Purchaser consent to the exclusive jurisdiction and venue of the state and federal laws located in Brevard, Florida.

13. Entire Agreement. This Purchase Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement between the parties with respect to the subject matter hereof, including that certain Term Sheet distributed by the Company in connection with the Offering and signed by Purchaser. To the extent of any inconsistencies between the Term Sheet and this Purchase Agreement and the Note, the terms of the Purchase Agreement and the Note shall control.

14. Amendment. No amendment or modification of this Purchase Agreement shall be valid unless it is in writing and signed by both parties. Notwithstanding the foregoing, the provisions of the Note may be amended or modified in the manner provided in such Note.

15. Severability. If any term, covenant or provision contained in this Purchase Agreement, or the application thereof to any person, entity or circumstance, shall be determined to be void, invalid, illegal or unenforceable to any extent or shall otherwise operate to invalidate this Purchase Agreement, in whole or part, then such term, covenant or provision only shall be deemed not contained in this Purchase Agreement; the remainder of this Purchase Agreement shall remain operative and in full force and effect and shall be enforced to the greatest extent permitted by law as if such clause or provision had never been contained herein or therein; and the application of such term, covenant or provision to other persons, entities or circumstances shall not be affected, impaired or restricted thereby.

16. Pronouns. Wherever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

17. Counterparts. This Purchase Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The delivery of this Purchase Agreement may be made by facsimile or electronic transmission, and such signatures shall be treated as original signatures for all applicable purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

ALL PURCHASERS MUST COMPLETE THIS PAGE

IN WITNESS WHEREOF, and subject to acceptance by the Company, the Purchaser has completed and executed this Note Purchase Agreement to evidence the Purchaser's subscription for Notes of the Company on this ____ day of _____, 2024.

PURCHASE PRICE:

Purchaser hereby subscribes for a Note in the aggregate principal amount of \$_____ (the "**Purchase Price**"). This Note Purchase Agreement should be delivered to: Bernhard Taras Ventures, LLC, 186 Seaview Street, Melbourne Beach, Florida 32951, Attention: Chad L Webb, or via e-mail to chad.webb@bernhard-taras.com.

TITLE:

Manner in which Title is to be held (Please Check One):

1. Individual
2. Joint Tenants with Rights of Survivorship
3. Community Property
4. Tenants in Common
5. Married with Separate Property
6. Tenants by Entirety
7. Trust/Pension, Profit Sharing Plan or IRA
8. Corporation/Partnership/Limited Liability Company

ALL SUBSCRIBERS MUST INITIAL THE APPLICABLE REPRESENTATION IN SECTION 4.

INDIVIDUAL SUBSCRIBERS MUST COMPLETE PAGE 14.

ENTITY SUBSCRIBERS MUST COMPLETE PAGE 15.

Before executing this Purchase Agreement, please review all Exhibits accompanying this agreement, all of which are listed below:

Exhibit A – Form of Note

Exhibit B – Power Point Presentation of Business

EXECUTION BY INDIVIDUALS

(If title will be held in the name of more than one individual, each individual must provide the information requested below and must sign this Note Purchase Agreement)

Exact Name in Which Title is to be Held
(Please Print)

Principal Address/Residence: Number and Street

City, State and Zip Code

Home Phone

Business Phone

Facsimile Number

Email Address

Social Security Number

Date of Birth

Citizenship

(Signature)

ACCEPTED this ____ day of _____, 2024, by

Bernhard Taras Ventures, LLC

By: _____

Name: Chad L Webb

Its: Manager

EXECUTION BY AN ENTITY SUBSCRIBER

(Corporation, Partnership, Limited Liability Company, Trust, Etc.)

Legal Name of Entity (Please Print)

BY: _____
(Signature)

NAME: _____

TITLE: _____

Street Address of Principal Office

City, State and Zip Code of Principal Office

Business Phone

Facsimile Number

Email Address of Authorized Contact Person on Behalf of the Company

Taxpayer Identification Number

Jurisdiction of Incorporation or Organization

ACCEPTED this ____ day of _____, 2024, by

Bernhard Taras Ventures, LLC

By: _____

Name: Chad L Webb

Its: Manager

E-MAIL AND INTERNET WEBSITE NOTICE OPT-OUT

At the Company's option, unless the Purchaser has opted out by checking the box below, all notices, reports, requests, consents or other communications may be sent to the e-mail address set forth on the signature page, and such e-mail address may also be used to notify the Purchaser of any reports or other communications that have been posted to the Company's Internet website.

- E-mail and Internet website notice opt-out