

SHTAR ISKA

This agreement made as of the 16th day of March, 2023, we, the undersigned do hereby state that we have received from **Blueberry Funding LLC** (the "Financier") the sum of **\$2,000,000.00** dollars to be returned no later than March 16, 2023 in accordance to all terms and conditions under a promissory note and related loan documents of same date, which shall be used in the form of a joint business venture. All of the profit and losses that we may earn in the normal course of business as a result of the said \$2,000,000.00 shall be divided equally, i.e. 50% shall inure our benefit with the other 50% going to the Financier.

In the event there is a loss, the only way that the matter may be proven will be through the sole basis of having testimony of 2 reliable and trustworthy witnesses as determined under Jewish Law. As to the amount of profits, my testimony shall only be relied upon provided that it is done under oath in accordance with Jewish Law.

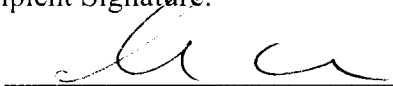
It is agreed, however, between all the parties that in lieu of a 50% share of the profits, the Financier shall accept our payment of an annual percentage of 53%. Based on the acceptance of the said percentage, the Financier shall have no claim against the undersigned even if the actual profit is higher than the annual percentage stated above. It is further agreed that this contract shall terminate and be of no further force and effect once the Financier has received a return of the above \$2,000,000.00 plus the foregoing annual percentage and other any other fees, points, prepaid interest or any other payment under the terms and conditions of the promissory note and related loan documents of same date. If there should be a conflict between this agreement and the promissory note, this agreement shall supersede the promissory note between the two Parties in regards to all matters that would otherwise constitute an Issur Ribbis.

In consideration for my efforts, I have received the sum of \$1.00 receipt of which is hereby acknowledged.

All other profit making assets of mine are to be considered liable for payment of the above mentioned monies in accordance to the terms and conditions under a promissory note and loan documents of same date.

Signed as of the 16th day of March, 2023

Recipient Signature:

By: 

Name: **Leor Moshe**, personally and on behalf of **120 WHITESVILLE LLC**

Address: