

## Promissory Note 2

**Amount:** One Hundred Seventy-Five Thousand and 00/100 US Dollars (\$175,000.00)

**Date:** May 23, 2024

**Maturity Date:** May 23, 2028

For value received, Falcon Isle Resource Corp. ("Borrower"), having an address at 50 West Broadway, Suite 300, Salt Lake City, Utah 84101, promises to pay to the order of The Diane H. Grosso Credit Shelter Trust ("Lender"), located at 480 Broadway, Suite 310, Saratoga Springs, NY 12866, (or at such other place as the Lender may designate in writing) the principal amount of \$175,000.00 ("Loan Amount") with interest thereon at a fixed rate of eight percent (8%) per annum from the 23<sup>rd</sup> day of May 2024, and promises to abide by the terms and conditions provided in this Loan Agreement ("Agreement").

### I. Terms of Repayment

#### a. Payments

Interest only payments in the amount of Fourteen Thousand and 00/100 Dollars (\$14,000.00) commencing with the payment due May 23, 2025, and continuing annually thereafter until May 23, 2028, when the full principal amount of One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00) shall be due along with interest, late payments, and all other amounts chargeable under this note.

#### b. Application of Payments

All payments on this Agreement shall be applied first in payment of accrued interest and any remainder in payment of principal.

#### c. Late Fee

The Borrower shall also be obligated to pay a Delinquency Charge of 3% of any interest and/or principal payment more than ten (10) days late. The interest rate on this obligation after it becomes fully due and payable in accordance with its terms shall be adjusted to a rate of interest computed at a per annum rate 10% greater than the rate of interest otherwise applicable to this note; provided that in no event shall the rate be adjusted so as to exceed the maximum permitted by law.

#### d. Acceleration of Debt

If any payment obligation under this Agreement is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

### II. Prepayment

The Borrower reserves the right to prepay this note (in whole or in part plus any accrued interest late payments and other amounts chargeable under this note) beginning on May 23, 2026 until the Maturity Date, with no prepayment penalty.

### **III. Collection Costs**

If any payment obligation under this Agreement is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

### **IV. Default**

If any of the following events of default occur, this Agreement and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- (a) The failure of the Borrower to pay the principal and any accrued interest when due;
- (b) The liquidation or dissolution of the Borrower;
- (c) The filing of bankruptcy proceedings involving the Borrower as a debtor;
- (d) The application for the appointment of a receiver for the Borrower;
- (e) The making of a general assignment for the benefit of the Borrower's creditors;
- (f) The insolvency of the Borrower;
- (g) A misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit; or
- (h) The sale of a material portion of the business or assets of the Borrower.

### **V. Severability of Provisions**

If any one or more of the provisions of this Agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

### **VII. Miscellaneous**

All payments or principal and interest on this loan shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and demand of this loan.

No delay in enforcing any right of the Lender under this Agreement, or assignment by the Lender of this Agreement, or failure to accelerate the debt evidenced hereby by reason of default in the

payment of an annual interest or the acceptance of a past-due interest installment shall be construed as a waiver of the right of the Lender to thereafter insist upon strict compliance with the terms of this Agreement without notice being given to Borrower. No waiver of any right shall be effective unless in writing and signed by the Lender and Borrower. All rights of the Lender under this Agreement are cumulative and may be exercised concurrently or consecutively at the Lender's option.

### **VIII. Governing Law**

This Promissory Note shall be construed in accordance with the laws of Utah, including without limitation the Uniform Commercial Code.

### **IX. Signatories**

This Agreement shall be signed by Graham Stacey as President of Falcon Isle Resources Corp. (Borrower) and Christopher Grosso, Trustee of The Diane H. Grosso Credit Shelter Trust (Lender).

IN WITNESS WHEREOF, this Secured Promissory Note has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this 23rd day of May, 2024.

The Borrower:



Date: 05/23/2024

The Lender:



Date: 5/31/2024

## Promissory Note 3

**Amount:** One Hundred Sixty-Two Thousand Five Hundred and 00/100 US Dollars (\$162,500.00)

**Date:** May 23, 2024

**Maturity Date:** May 23, 2028

For value received, Falcon Isle Resource Corp. ("Borrower"), having an address at 50 West Broadway, Suite 300, Salt Lake City, Utah 84101, promises to pay to the order of Christopher Grosso ("Lender"), located at 480 Broadway, Suite 310, Saratoga Springs, NY 12866, (or at such other place as the Lender may designate in writing) the principal amount of \$162,500.00 ("Loan Amount") with interest thereon at a fixed rate of eight percent (8%) per annum from the 23<sup>rd</sup> day of May 2024, and promises to abide by the terms and conditions provided in this Loan Agreement ("Agreement").

### I. Terms of Repayment

#### a. Payments

Interest only payments in the amount of Thirteen Thousand and 00/100 Dollars (\$13,000.00) commencing with the payment due May 23, 2025, and continuing annually thereafter until May 23, 2028, when the full principal amount of One Hundred Sixty-Two Thousand Five Hundred and 00/100 Dollars (\$162,500.00) shall be due along with interest, late payments, and all other amounts chargeable under this note.

#### b. Application of Payments

All payments on this Agreement shall be applied first in payment of accrued interest and any remainder in payment of principal.

#### c. Late Fee

The Borrower shall also be obligated to pay a Delinquency Charge of 3% of any interest and/or principal payment more than ten (10) days late. The interest rate on this obligation after it becomes fully due and payable in accordance with its terms shall be adjusted to a rate of interest computed at a per annum rate 10% greater than the rate of interest otherwise applicable to this note; provided that in no event shall the rate be adjusted so as to exceed the maximum permitted by law.

#### d. Acceleration of Debt

If any payment obligation under this Agreement is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

### II. Prepayment

The Borrower reserves the right to prepay this note (in whole or in part plus any accrued interest late payments and other amounts chargeable under this note) beginning on May 23, 2026 until the Maturity Date, with no prepayment penalty.

### **III. Collection Costs**

If any payment obligation under this Agreement is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

### **IV. Default**

If any of the following events of default occur, this Agreement and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- (a) The failure of the Borrower to pay the principal and any accrued interest when due;
- (b) The liquidation or dissolution of the Borrower;
- (c) The filing of bankruptcy proceedings involving the Borrower as a debtor;
- (d) The application for the appointment of a receiver for the Borrower;
- (e) The making of a general assignment for the benefit of the Borrower's creditors;
- (f) The insolvency of the Borrower;
- (g) A misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit; or
- (h) The sale of a material portion of the business or assets of the Borrower.

### **V. Severability of Provisions**

If any one or more of the provisions of this Agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

### **VII. Miscellaneous**

All payments or principal and interest on this loan shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and demand of this loan.

No delay in enforcing any right of the Lender under this Agreement, or assignment by the Lender of this Agreement, or failure to accelerate the debt evidenced hereby by reason of default in the

payment of an annual interest or the acceptance of a past-due interest installment shall be construed as a waiver of the right of the Lender to thereafter insist upon strict compliance with the terms of this Agreement without notice being given to Borrower. No waiver of any right shall be effective unless in writing and signed by the Lender and Borrower. All rights of the Lender under this Agreement are cumulative and may be exercised concurrently or consecutively at the Lender's option.

### **VIII. Governing Law**

This Promissory Note shall be construed in accordance with the laws of Utah, including without limitation the Uniform Commercial Code.

### **IX. Signatories**

This Agreement shall be signed by Graham Stacey as President of Falcon Isle Resources Corp. (Borrower) and Christopher Grosso (Lender).

IN WITNESS WHEREOF, this Secured Promissory Note has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this 23rd day of May, 2024.

The Borrower:



Date: 05/23/2024

The Lender:



Date: 5/31/2024

## Promissory Note 4

**Amount:** Three Hundred Twenty-Five Thousand Five Hundred and 00/100 US Dollars (\$325,000.00)

**Date:** May 23, 2024

**Maturity Date:** May 23, 2028

For value received, Falcon Isle Resource Corp. ("Borrower"), having an address at 50 West Broadway, Suite 300, Salt Lake City, Utah 84101, promises to pay to the order of Joseph A. Carbone ("Lender"), located at 4870 Commercial Drive, New York Mills, NY 13417, (or at such other place as the Lender may designate in writing) the principal amount of \$325,000.00 ("Loan Amount") with interest thereon at a fixed rate of eight percent (8%) per annum from the 23<sup>rd</sup> day of May 2024, and promises to abide by the terms and conditions provided in this Loan Agreement ("Agreement").

### I. Terms of Repayment

#### a. Payments

Interest only payments in the amount of Twenty-Six Thousand Five Hundred 00/100 Dollars (\$26,000.00) commencing with the payment due May 23, 2025, and continuing annually thereafter until May 23, 2028, when the full principal amount of Three Hundred Twenty-Five Thousand and 00/100 Dollars (\$325,000) shall be due along with interest, late payments, and all other amounts chargeable under this note.

#### b. Application of Payments

All payments on this Agreement shall be applied first in payment of accrued interest and any remainder in payment of principal.

#### c. Late Fee

The Borrower shall also be obligated to pay a Delinquency Charge of 3% of any interest and/or principal payment more than ten (10) days late. The interest rate on this obligation after it becomes fully due and payable in accordance with its terms shall be adjusted to a rate of interest computed at a per annum rate 10% greater than the rate of interest otherwise applicable to this note; provided that in no event shall the rate be adjusted so as to exceed the maximum permitted by law.

#### d. Acceleration of Debt

If any payment obligation under this Agreement is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

### II. Prepayment

The Borrower reserves the right to prepay this note (in whole or in part plus any accrued interest late payments and other amounts chargeable under this note) beginning on May 23, 2026 until the Maturity Date, with no prepayment penalty.

### **III. Collection Costs**

If any payment obligation under this Agreement is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

### **IV. Default**

If any of the following events of default occur, this Agreement and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- (a) The failure of the Borrower to pay the principal and any accrued interest when due;
- (b) The liquidation or dissolution of the Borrower;
- (c) The filing of bankruptcy proceedings involving the Borrower as a debtor;
- (d) The application for the appointment of a receiver for the Borrower;
- (e) The making of a general assignment for the benefit of the Borrower's creditors;
- (f) The insolvency of the Borrower;
- (g) A misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit; or
- (h) The sale of a material portion of the business or assets of the Borrower.

### **V. Severability of Provisions**

If any one or more of the provisions of this Agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

### **VII. Miscellaneous**

All payments or principal and interest on this loan shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and demand of this loan.

No delay in enforcing any right of the Lender under this Agreement, or assignment by the Lender of this Agreement, or failure to accelerate the debt evidenced hereby by reason of default in the

payment of an annual interest or the acceptance of a past-due interest installment shall be construed as a waiver of the right of the Lender to thereafter insist upon strict compliance with the terms of this Agreement without notice being given to Borrower. No waiver of any right shall be effective unless in writing and signed by the Lender and Borrower. All rights of the Lender under this Agreement are cumulative and may be exercised concurrently or consecutively at the Lender's option.

### **VIII. Governing Law**

This Promissory Note shall be construed in accordance with the laws of Utah, including without limitation the Uniform Commercial Code.

### **IX. Signatories**

This Agreement shall be signed by Graham Stacey as President of Falcon Isle Resources Corp. (Borrower) and Joseph Carbone (Lender).

IN WITNESS WHEREOF, this Secured Promissory Note has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this 23rd day of May, 2024.

The Borrower:



Date: 05/23/2024

The Lender:



Date: 5/31/23

## Promissory Note 5

**Amount:** Fifty Thousand and 00/100 US Dollars (\$50,000.00)

**Date:** May 23, 2024

**Maturity Date:** May 23, 2028

For value received, Keras Resources plc. ("Borrower"), having an address at Coveham House, Downside Bridge Road, Cobham UK KT11 3EP, promises to pay to the order of Russell Lamming ("Lender"), located at East Lodge, Knipp Hill Road, Cobham UK KT11 2PE, (or at such other place as the Lender may designate in writing) the principal amount of \$50,000.00 ("Loan Amount") with interest thereon at a fixed rate of eight percent (8%) per annum from the 23<sup>rd</sup> day of May 2024, and promises to abide by the terms and conditions provided in this Loan Agreement ("Agreement").

### I. Terms of Repayment

#### a. Payments

Interest only payments in the amount of Four Thousand 00/100 Dollars (\$4,000.00) commencing with the payment due May 28, 2025, and continuing annually thereafter until May 23, 2028, when the full principal amount of Fifty Thousand and 00/100 Dollars (\$50,000) shall be due along with interest, late payments, and all other amounts chargeable under this note.

#### b. Application of Payments

All payments on this Agreement shall be applied first in payment of accrued interest and any remainder in payment of principal.

#### c. Late Fee

The Borrower shall also be obligated to pay a Delinquency Charge of 3% of any interest and/or principal payment more than ten (10) days late. The interest rate on this obligation after it becomes fully due and payable in accordance with its terms shall be adjusted to a rate of interest computed at a per annum rate 10% greater than the rate of interest otherwise applicable to this note; provided that in no event shall the rate be adjusted so as to exceed the maximum permitted by law.

#### d. Acceleration of Debt

If any payment obligation under this Agreement is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

### II. Prepayment

The Borrower reserves the right to prepay this note (in whole or in part plus any accrued interest late payments and other amounts chargeable under this note) beginning on May 23, 2026 until the Maturity Date, with no prepayment penalty.

### **III. Collection Costs**

If any payment obligation under this Agreement is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

### **IV. Default**

If any of the following events of default occur, this Agreement and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- (a) The failure of the Borrower to pay the principal and any accrued interest when due;
- (b) The liquidation or dissolution of the Borrower;
- (c) The filing of bankruptcy proceedings involving the Borrower as a debtor;
- (d) The application for the appointment of a receiver for the Borrower;
- (e) The making of a general assignment for the benefit of the Borrower's creditors;
- (f) The insolvency of the Borrower;
- (g) A misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit; or
- (h) The sale of a material portion of the business or assets of the Borrower.

### **V. Severability of Provisions**

If any one or more of the provisions of this Agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

### **VII. Miscellaneous**

All payments of principal and interest on this loan shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and demand of this loan.

No delay in enforcing any right of the Lender under this Agreement, or assignment by the Lender of this Agreement, or failure to accelerate the debt evidenced hereby by reason of default in the payment of an annual interest or the acceptance of a past-due interest installment shall be construed as a waiver of the right of the Lender to thereafter insist upon strict compliance with the terms of this Agreement without notice being given to Borrower. No waiver of any right shall be effective

unless in writing and signed by the Lender and Borrower. All rights of the Lender under this Agreement are cumulative and may be exercised concurrently or consecutively at the Lender's option.

### **VIII. Governing Law**

This Promissory Note shall be construed in accordance with the laws of Utah, including without limitation the Uniform Commercial Code.

### **IX. Signatories**

This Agreement shall be signed by Graham Stacey as CEO of Keras Resources PLC. (Borrower) and Russell Lamming (Lender).

IN WITNESS WHEREOF, this Secured Promissory Note has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this 23<sup>rd</sup> day of May, 2024.

The Borrower:



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23.05.24  
Date: \_\_\_\_\_

The Lender:



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23.05.24  
Date: \_\_\_\_\_

## Promissory Note 6

**Amount:** Fifty Thousand and 00/100 US Dollars (\$50,000.00)

**Date:** May 23, 2024

**Maturity Date:** May 23, 2028

For value received, Keras Resources plc. ("Borrower"), having an address at Coveham House, Downside Bridge Road, Cobham UK KT11 3EP, promises to pay to the order of Graham David Stacey ("Lender"), located at 146 Kyalami Glen Estate, Johannesburg, 1684, (or at such other place as the Lender may designate in writing) the principal amount of \$50,000.00 ("Loan Amount") with interest thereon at a fixed rate of eight percent (8%) per annum from the 23<sup>rd</sup> day of May 2024, and promises to abide by the terms and conditions provided in this Loan Agreement ("Agreement").

### I. Terms of Repayment

#### a. Payments

Interest only payments in the amount of Four Thousand 00/100 Dollars (\$4,000.00) commencing with the payment due May 23, 2025, and continuing annually thereafter until May 23, 2028, when the full principal amount of Fifty Thousand and 00/100 Dollars (\$50,000) shall be due along with interest, late payments, and all other amounts chargeable under this note.

#### b. Application of Payments

All payments on this Agreement shall be applied first in payment of accrued interest and any remainder in payment of principal.

#### c. Late Fee

The Borrower shall also be obligated to pay a Delinquency Charge of 3% of any interest and/or principal payment more than ten (10) days late. The interest rate on this obligation after it becomes fully due and payable in accordance with its terms shall be adjusted to a rate of interest computed at a per annum rate 10% greater than the rate of interest otherwise applicable to this note; provided that in no event shall the rate be adjusted so as to exceed the maximum permitted by law.

#### d. Acceleration of Debt

If any payment obligation under this Agreement is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

### II. Prepayment

The Borrower reserves the right to prepay this note (in whole or in part plus any accrued interest late payments and other amounts chargeable under this note) beginning on May 23, 2026 until the Maturity Date, with no prepayment penalty.

### **III. Collection Costs**

If any payment obligation under this Agreement is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

### **IV. Default**

If any of the following events of default occur, this Agreement and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- (a) The failure of the Borrower to pay the principal and any accrued interest when due;
- (b) The liquidation or dissolution of the Borrower;
- (c) The filing of bankruptcy proceedings involving the Borrower as a debtor;
- (d) The application for the appointment of a receiver for the Borrower;
- (e) The making of a general assignment for the benefit of the Borrower's creditors;
- (f) The insolvency of the Borrower;
- (g) A misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit; or
- (h) The sale of a material portion of the business or assets of the Borrower.

### **V. Severability of Provisions**

If any one or more of the provisions of this Agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

### **VII. Miscellaneous**

All payments of principal and interest on this loan shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and demand of this loan.

No delay in enforcing any right of the Lender under this Agreement, or assignment by the Lender of this Agreement, or failure to accelerate the debt evidenced hereby by reason of default in the payment of an annual interest or the acceptance of a past-due interest installment shall be construed as a waiver of the right of the Lender to thereafter insist upon strict compliance with the terms of this Agreement without notice being given to Borrower. No waiver of any right shall be effective

unless in writing and signed by the Lender and Borrower. All rights of the Lender under this Agreement are cumulative and may be exercised concurrently or consecutively at the Lender's option.

### **VIII. Governing Law**

This Promissory Note shall be construed in accordance with the laws of Utah, including without limitation the Uniform Commercial Code.

### **IX. Signatories**

This Agreement shall be signed by Russell Lamming as Chairman of Keras Resources PLC. (Borrower) and Graham Stacey (Lender).

IN WITNESS WHEREOF, this Secured Promissory Note has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this 23<sup>rd</sup> day of May, 2024.

The Borrower:



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23.05.2024

Date: 

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The Lender:



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23.05.2024

Date: 

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