

**AMENDED AND RESTATED  
LINE OF CREDIT PROMISSORY NOTE**

**December 31, 2022**

**BORROWER:** CryptoStar USA, Inc. (a Delaware Corporation)

**BORROWER'S ADDRESS:** [REDACTED]  
[REDACTED] *Redacted for confidentiality*

**LINE OF CREDIT AMOUNT:** USD \$1,769,943.34

**LENDER:** ACN 117 402 838 PTY LTD, a foreign proprietary limited company (formerly, Adrenaline Pty Ltd)

**PAYMENT ADDRESS:** [REDACTED]  
*Redacted for confidentiality*

**INTEREST RATE:** Twelve Percent (12%)

**TERM:** Fifty-four (54) Months

**DEFAULT RATE:** Fifteen Percent (15%)

**1. Borrower's Promise to Pay.** For value received, the undersigned, CryptoStar USA Inc., a Delaware corporation (the "Borrower"), promises to pay to the order of ACN 117 402 838 PTY LTD, a foreign proprietary limited company (the "Lender"), the principal sum of ONE MILLION SEVEN HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED FORTY-THREE AND 34/100 DOLLARS (\$1,769,943.34 USD) or such other amount actually advanced to the Borrower, together with interest on the principal balance remaining unpaid from time to time at the rates set forth below.

**2. Prior Line of Credit Promissory Note.** This Note supersedes and replaces the Line of Credit Promissory Note issued by the Borrower to the Lender on December 22, 2017.

**3. Advances.** Advances will be made by Lender on or after January 1, 2023 upon receipt by Lender of notice setting forth the amount of a requested advance and confirmation by Lender that: (i) no Default exists, and (ii) that the outstanding principal balance of the Line of Credit after the requested advance, plus all accrued but unpaid interest will not exceed the Line of Credit Amount.

**4. Term.** The term of this Note is from the earliest to occur of: (i) the date of this Note, and, (ii) the date that the Borrower first draws down or is advanced by the Lender any part of the principal sum, through the date that is the last day of the Fifty-Fourth (54<sup>th</sup>) month following the loan date, being the first date stated above ("Maturity Date"). This Note may be terminated sooner by Lender upon the occurrence of a Default or Technical Default by Borrower. Borrower's obligation to pay and Lender's right to enforce its remedies under this Note shall survive any

termination.

**5. Interest.** Prior to the occurrence of any event of Default (as defined below), the Interest Rate shall be Twelve Percent (12%) per annum and shall accrue on the unpaid principal balance of this Note. Interest will be calculated on the basis of a 360-day year for actual number of days lapsed during the calculation period. Interest shall be payable, in cash, monthly in arrears, on the last business day of each calendar month (each, an “Interest Payment Date”) commencing on January 31, 2023.

**6. Payments.** Principal and interest shall be due and payable as follows:

a. On January 3, 2023, the Borrower shall repay, in cash, not less than USD \$196,660.37 of principal amount outstanding.

b. On each Interest Payment Date, the Borrower shall repay, in cash, not less than USD \$32,776.73 of principal amount outstanding together with the interest payable on such Interest Payment Date set forth in Section 5.

c. The outstanding indebtedness, whether principal, accrued interest or otherwise, shall be due and payable in full on the Maturity Date. If any payment on this Note becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of Utah or New South Wales, Australia, the maturity thereof shall be extended to the next succeeding business day and interest thereon shall be payable at contract rate of interest during such extension.

*Redacted for confidentiality*

d. All payments shall be made at: [REDACTED], Australia, or at such other place as may be designated in writing by the Lender.

**7. Borrower’s Right to Prepay.** This Note may be prepaid at any time without penalty at the discretion of the Borrower.

**8. Interest Limitation.** Interest payable under this Note or any other payment which would be considered as interest or other charge for the use or loan of money shall never exceed the highest contract rate allowed by law applicable to this loan to be charged by Lender. If the interest or other charges collected or to be collected in connection with this loan exceed the permitted limits, then: (A) any such interest or loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded. The Lender may choose to make this refund by reducing the principal owed under this Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**9. Borrower’s Failure To Pay As Required.**

a. **Late Charge for Overdue Payments.** If the Lender has not received the full amount of any payment due hereunder by the end of ten (10) calendar days after it is due, Borrower will pay a late charge to the Lender equal to 5% of the overdue payment of principal and/ or interest. The payment or collection of any such late charge shall not constitute a waiver of any other right or remedy available to the Lender.

b. **Default.** If Borrower fails to pay the full amount of any payment due hereunder by the end of the ten (10) calendar days after it is due (“Default”), Borrower will be in Default, and upon such Default by Borrower, Lender may declare the entire principal and accrued interest then remaining unpaid to be immediately due and payable without further notice or demand, and the entire unpaid indebtedness, whether principal, accrued interest, or otherwise, shall bear interest at the “Default Interest Rate”.

c. **Technical Default: Insecurity.** Lender may declare the entire unpaid principal balance of this Note and all accrued and unpaid interest immediately due without notice or demand, if, at any time, (i) a material adverse change occurs in Borrower’s financial condition, (ii) Lender believes the prospect of payment or performance of this Note is impaired, (iii) Lender believes the value of its collateral is or will be materially impaired, or, (iv) Lender in good faith believes itself to be insecure (“Technical Default”). A Technical Default shall be considered a Default for all purposes of this Note and any instruments securing this Note.

d. **Acceleration.** If Borrower is in Default, including the occurrence of a Technical Default after expiration of any applicable cure periods, the Lender may require Borrower to pay immediately the full amount of principal which has not been paid and all the interest that Borrower owes on that amount without further notice.

e. **No Waiver By Lender.** Even if, at a time when Borrower is in default, the Lender does not require Borrower to pay immediately in full as described above, the Lender will still have the right to do so if Borrower is in default at a later time.

f. **Payment of Lender’s Costs and Expenses.** If the Lender has required Borrower to pay immediately in full as described above, the Lender will have the right to be paid back by Borrower for all of its costs and expenses in enforcing this Note. Such expenses shall include, but not be limited to, reasonable attorneys’ fees whether suit be brought or not, and including such fees and costs in any appellate, bankruptcy or post judgment proceedings.

**10. Attorneys’ Fees.** All parties liable for the payment of this Note agree to pay the Lender reasonable attorneys’ fees and costs, whether or not an action is brought, for the services of counsel employed after maturity or default to collect this Note or any principal or interest due hereunder, or to protect the security, if any, or enforce the performance of any other agreement contained in this Note or in any instrument of security executed in connection with this loan, including costs and attorneys’ fees on any garnishment action, or for any appeal, or in any proceedings under the federal Bankruptcy Code or in any post-judgment proceedings.

**11. Allocation of Payments.** Payments shall be applied by Lender first to any late fees or other expenses of Lender hereunder, then to accrued interest and finally to principal.

**12. Notice.** Unless applicable law requires a different method, any notice that must be given under this Note will be given by: (i) personal delivery; (ii) prepaid overnight delivery service; or (iii) certified mail, return receipt requested to Borrower at the address stated above or at a different address provided by the Borrower.

**13. Set Off.** The Borrower shall have no right of set off against the Lender under this Note or

under any instruments securing this Note or executed in connection with the loan evidenced hereby. The Lender, however, shall have the right, immediately and without further action by it, to set off against this Note all money owed by the Lender in any capacity to Borrower, whether or not due.

**14. Obligations of Persons Under This Note.** If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Lender may enforce its rights under this Note against each person individually or against all obligors together. This means that any one of them may be required to pay all of the amounts owed under this Note. This means that any one of them may be required to pay all of the amounts owed under this Note. Notwithstanding the above, the individual and/or entity executing this Note as a manager of the Borrower, is not personally liable on this Note obligation.

**15. Waivers and Consents.** Borrower and any other person who has obligations under this Note waives diligence presentment, protest and demand and also notice of dishonor and non-payment of this Note.

**16. This Note Secured by Security Instruments.** In addition to the protections given to the Lender under this Note, a Security Agreement protects the Lender from possible losses which might result if Borrower does not keep the promises made in this Note. That Security Agreement describes how and under what conditions Borrower may be required to make immediate payment in full or in part of the amounts owed under this Note.

**17. Litigation.** This Note is governed by the laws of New South Wales, Australia. Each party hereto hereby irrevocably agrees that any of the transactions contemplated hereby, whether based in contract, tort, or any other legal theory, shall be brought only in the Courts of New South Wales, Australia. The parties hereby unconditionally acknowledge that New South Wales, Australia is a convenient venue to resolve their disputes and has jurisdiction regarding this Agreement.

**18. Business Purpose Loan.** In addition to the limitations set forth in Section 3, the Borrower acknowledges that the proceeds of the loan are to be used for business or commercial purposes only, and not for personal, family or household purposes.

**19. WAIVER OF JURY TRIAL.** BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER TO MAKE THIS LOAN AND EXTENSIONS OF CREDIT TO BORROWER.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**Borrower:**  
CRYPTOSTAR USA, INC.

By: /s/ David Jellins  
David Jellins  
Its: Sole Director

**Lender:**  
ACCEPTED: ACN 117 402 838 PTY LTD

By: /s/ David Jellins  
David Jellins  
Its: Director