

THIS LOAN AGREEMENT made as of [Insert Date]

>BETWEEN:

COIN REALTY MANAGEMENT LIMITED, a body corporate incorporated under the laws of the Province of Nova Scotia, (the "Borrower")

THE FIRST PART

- and -

SERT BITCOIN ADDRESS or GPG Signature]

e "Lender")

THE SECOND PART

nd -

IN PODGORSKI

evin")

THE THIRD PART

ES SUTTON

ames" and collectively, with Devin, the "Guarantors")

THE FORTH PART

WHEREAS the Lender has agreed to provide financing to the Borrower (the "Loan");

AND WHEREAS the Guarantors have agreed to guarantee the Loan in accordance with the terms hereof;

THEREFORE in consideration of the mutual covenants and agreements herein contained, the sum of One Dollar (\$1.00)
INTERPRETATION

Definitions. In this Agreement, unless the context otherwise requires the following terms shall have the following meanings:
"Agreement" means this agreement and any amendments, schedules and supplements thereto that are agreed on by the parties;

"Bitcoin Amount" means the amount of [auto-populate quantity] bitcoins, to be advanced by the Lender to the Borrower in accordance with the terms of this Agreement;

"Closing Date" means the date of this Agreement;

"Interest Rate" means an annual interest rate of 9.30 percent;

"Loan Amount" means the amount advanced by the Lender to the Borrower, expressed in Canadian Dollars and determined in accordance with the terms of this Agreement;

"Term" means twenty five years.

Currency Conversion. Any conversion of bitcoin to Canadian Dollars, or Canadian Dollars to bitcoin, shall be done in accordance with the terms of this Agreement.
LOAN TO THE BORROWER

Agreement to Lend. Subject to the terms and conditions of this Agreement, the Lender agrees to lend to the Borrower the sum of the Loan Amount.

Advance. The loan advance shall be made in accordance with the following terms:

Advance. The Lender will advance the Bitcoin Amount to the Borrower, in a single advance on the Closing Date without interest.

) Conversion to Loan Amount. The Borrower shall convert the Bitcoin Amount to Canadian Dollars within 2 business days of the Closing Date.

i) Exchange Statement. Within 2 business days of the Conversion Date, the Borrower will provide an exchange statement to the Lender.

Promise to Repay. The Borrower promises to repay the Loan Amount in accordance with the terms of this Agreement.

Place of Payment. All amounts due under this Agreement shall be paid to Lender by electronic transmission and shall be made in Canadian Dollars.

Interest Adjustment Date: The Interest Adjustment Date shall be the first day of the month immediately following the Loan Amount.

Payment. Equal monthly payments of principal and interest based on the Term shall be calculated in Canadian Dollars and shall be made in Canadian Dollars.

Conversion. On the fifth business day of each month (each, a "Repayment Conversion Date") the Borrower shall convert the Loan Amount to Canadian Dollars.

Prepayment. The Borrower may prepay any or all of the Loan Amount at its absolute discretion provided that any such prepayment shall not constitute a default under this Agreement. Expenses. Any expenses incurred by the Borrower to convert any Payment Amount or Prepayment amount into bitcoin shall be for the account of the Borrower. Reduction of Loan Amount. Following any payments hereunder, the Loan Amount shall be reduced by the applicable Payment Amount. CONVERSION. Any conversion of Canadian Dollars into bitcoin or bitcoin into Canadian Dollars pursuant to this Agreement shall be at the discretion of the Borrower. Bitcoin Exchange Operator. The Borrower may determine, at its absolute discretion, which bitcoin exchange operator (the "Exchange Operator") it shall use for any conversion. Expenses. All expenses for any conversion shall be for the account of the Borrower.

Determination Final. The Lender shall be deemed to accept (i) the posted exchange rate used by the Bitcoin Exchange Operator. COVENANTS, REPRESENTATIONS AND WARRANTIES

Borrower. The Borrower covenants and agrees with and represents and warrants to the Lender (and acknowledges and agrees to be bound by) the following: The Borrower is and will continue to be a body corporate duly incorporated and organized and validly subsisting in good standing in the Province of Nova Scotia.) The entering into of this Agreement and the carrying out of the transactions contemplated hereby have been duly authorized by the Borrower. i) The Borrower has all requisite power and authority which has been properly exercised to enter into this Agreement, to carry out the transactions contemplated hereby and to perform its obligations hereunder.) The Borrower shall take or cause to be taken all necessary or desirable actions, steps and corporate proceedings to apply the proceeds of the Loan to the purposes intended by the Borrower. The Borrower will duly and punctually pay or cause to be paid to the Lender the principal Loan Amount pursuant to and in accordance with the terms of this Agreement. Confidentiality. In the event that any governmental or quasi-governmental authority with jurisdiction over the Loan (a "Governmental Authority") requests information regarding the Loan (a "Request"), the Borrower shall, to the extent permitted by applicable law, cooperate with the Governmental Authority in providing the information requested. Survival of Representations, Warranties and Covenants. The obligations, representations and warranties contained in this Agreement shall survive the termination or expiration of this Agreement. DEFAULT. Notwithstanding anything to the contrary contained herein, the principal Loan Amount advanced shall, at the discretion of the Lender, be deemed to be in default if the Borrower makes any default in the payment of any indebtedness or obligation to the Lender or defaults in repayment of the Loan.) if the Borrower fails to perform or observe any covenant or obligation contained herein, and such default is not remedied within the time specified in the Lender's notice of default; i) if the Borrower becomes insolvent or bankrupt or subject to provisions of the Bankruptcy and Insolvency Act or goes into liquidation;) if the Borrower abandons its undertaking or ceases or threatens to cease to carry on Business or threatens to commit any act which would constitute an Event of Default; provided that it shall not be an Event of Default if an inability to make any payment required pursuant to this Agreement is a result of an act of God. GUARANTEE. The Guarantors hereby severally guarantee payment to the Lender of the Loan Amount provided that no such payment is made by the Borrower. MISCELLANEOUS PROVISIONS

Notices. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by the Lender to the Borrower shall be in writing and shall be deemed to have been given to the Borrower if delivered to the Borrower at its last known address.

Governing Law. This Agreement shall be interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada.

Electronic Transmissions. This Agreement may be signed in counterparts, and by electronic transmission or facsimile. Time of Essence. Time shall be of the essence of this Agreement and of every part hereof and no extension or variation shall be made. Survival. The representations and warranties herein, and the covenants to act by the parties post-closing shall survive the termination or expiration of this Agreement. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto with respect to all of the matters contemplated hereby. Enurement. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, assigns and legal representatives. WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED BITCOIN REALTY MANAGEMENT LIMITED

the presence of))

) Per:

) Name:

) Title:

)

) [INSERT LENDER NAME/IDENTIFIER]

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)

) GPG Signature

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) Devin Podgorski

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) James Sutton