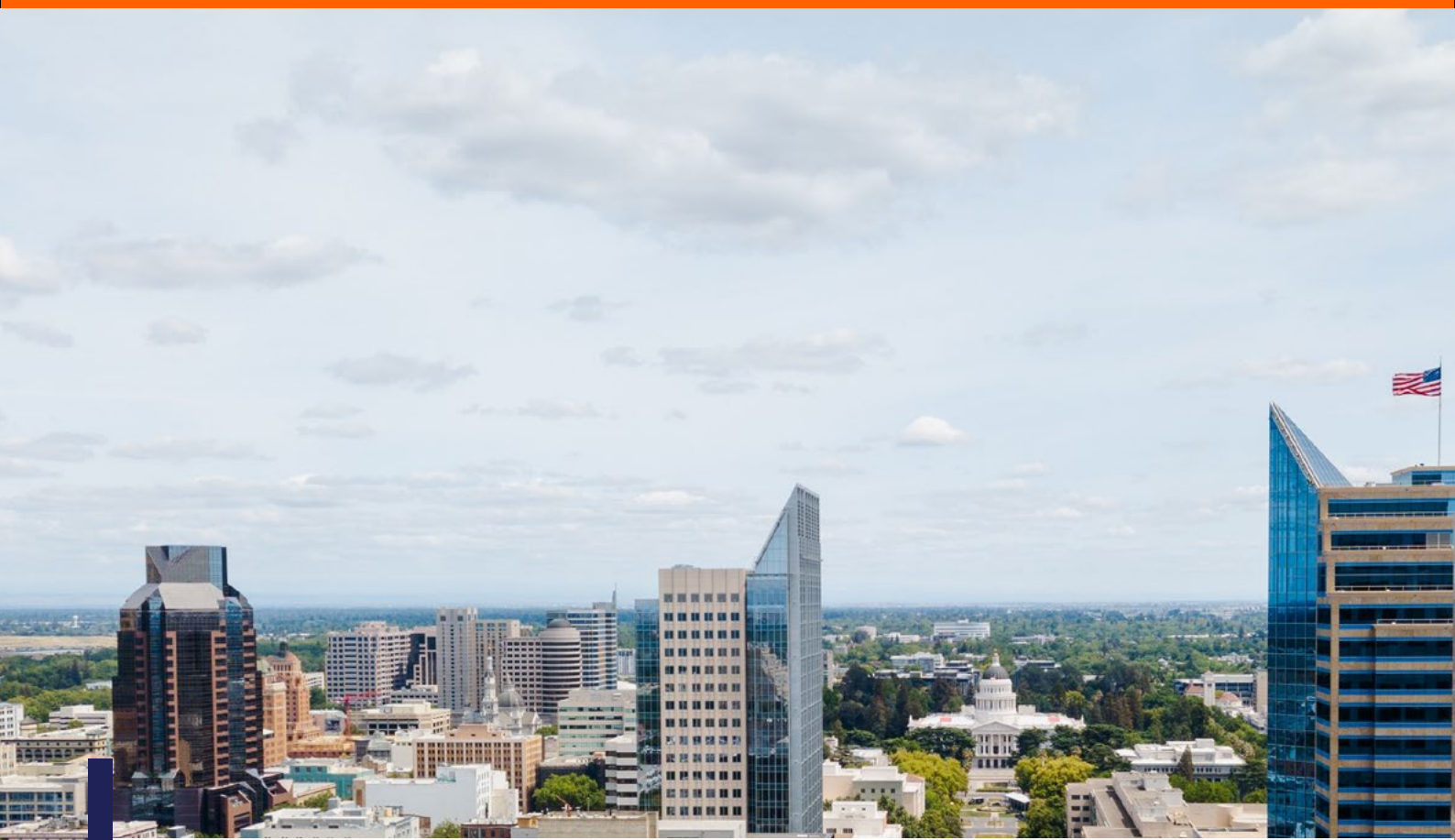


CONFIDENTIAL

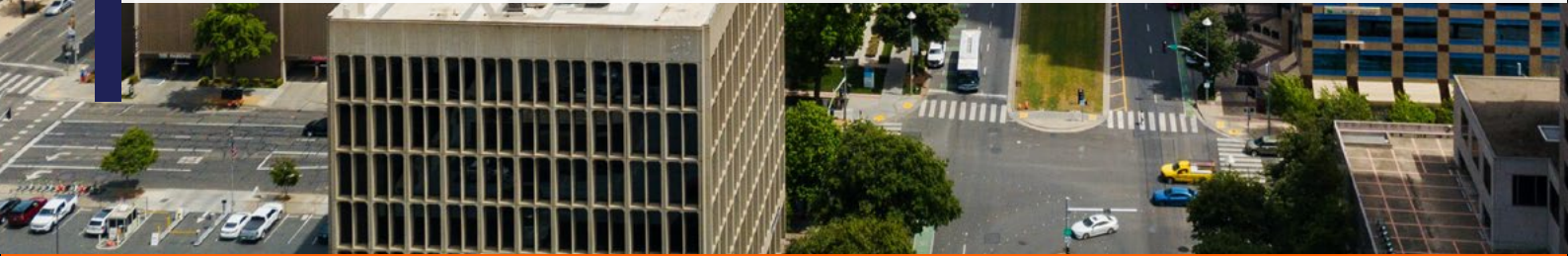
PRIVATE PLACEMENT MEMORANDUM



STEMMA
- CAPITAL, INC -

319 S. Coteau St. Pierre, South Dakota, 57501

10130 Mallard Creek Rd, Suite 300, Charlotte, North Carolina, 28262 - Headquarters



Up to **50,000,000** Shares of Common Stock
at **\$1.00** per share
Minimum Offering - **500,000** Shares
Maximum Offering - **50,000,000** Shares
Minimum Purchase Per Investor - **2,500** Shares
Maximum Purchase Per Investor - **7,500,000** Shares

This Confidential Private Placement Memorandum (the "Memorandum") has been prepared in connection with an offering (the "Offering") of up to 50,000,000 shares of Common Stock, \$1.00 par value (the "Shares") of Stemma Capital, INC (the "Company"). The minimum offering amount is 500,000 ("Minimum Offering Amount"), and the maximum offering amount is 50,000,000 ("Maximum Offering Amount"). The minimum purchase per investor is 2,500 shares, or \$2,500.00, and the maximum purchase per investor is 7,500,000 shares, or \$7,500,000.00.

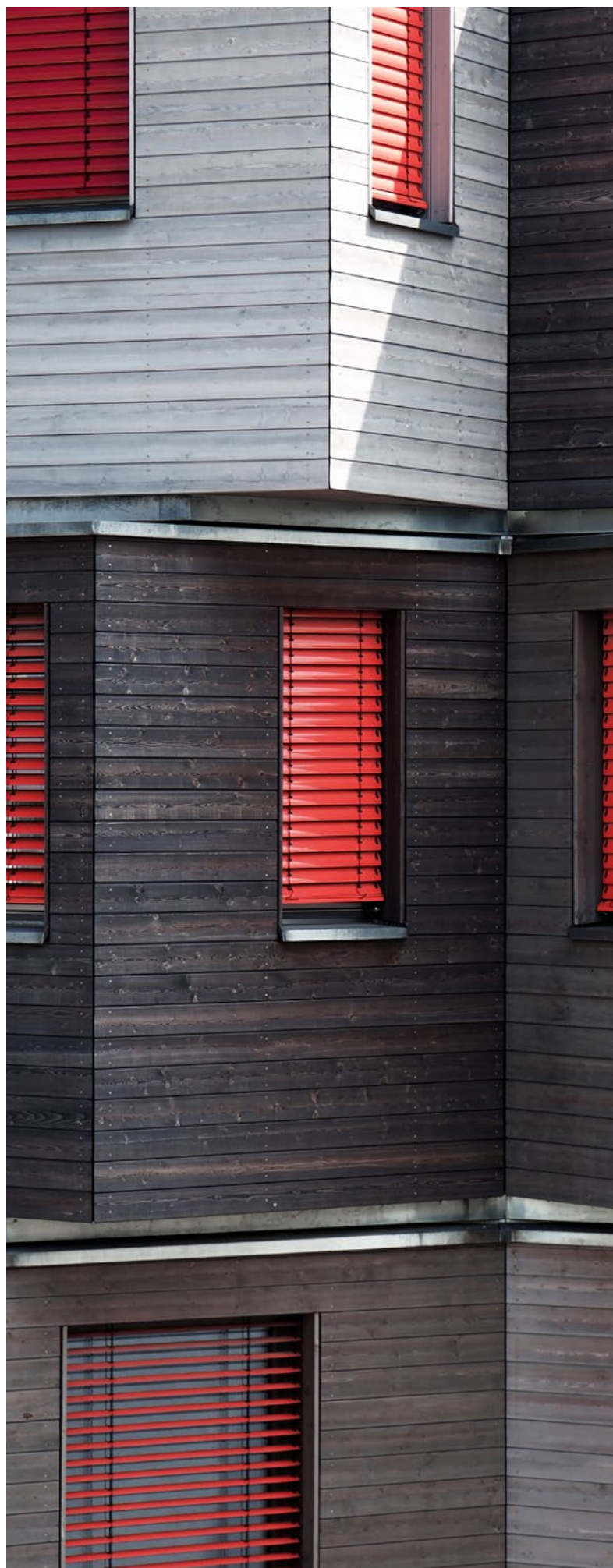


Officers and directors of the company will make offers and sales of the shares; however, the company retains the right to utilize any broker-dealers registered with the national association of securities dealers, inc. ("nasd") and applicable state securities authorities to sell all or any portion of the shares. if the company so elects, it may pay such broker-dealers a commission in the amount of up to **10%** and a non-accountable expense allowance of up to **3%** of the proceeds they have sold.

Offers and sales of the shares will be made only to "accredited investors" as such term is defined in rule 501 of regulation d promulgated under the securities act of 1933, as amended (the "act"), which includes the company's officers, directors and affiliates.

The offering is scheduled to terminate on March 29, 2024. The company reserves the right, however, to extend the term of this offering for a period of up to 30 days. See "the offering." this memorandum may not be reproduced in whole or in part without the express prior written consent of the company.

The date of this confidential private placement memorandum is March 29, 2023.



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APPENDIX A:

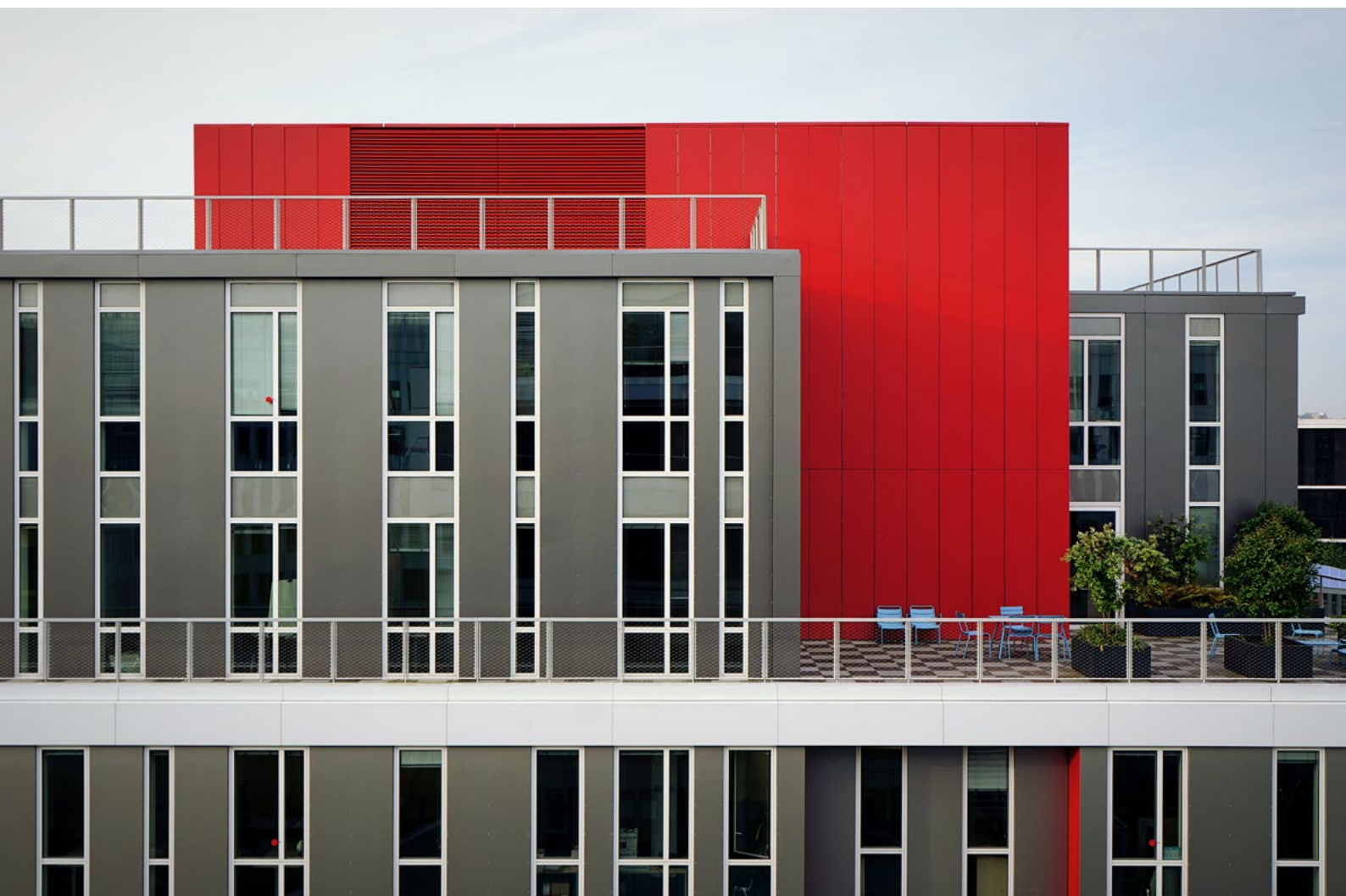
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DISCLAIMERS AND DISCLOSURES

THIS MEMORANDUM IS FOR CONFIDENTIAL USE AND MAY NOT BE REPRODUCED. DISTRIBUTION THAT IS NOT APPROVED BY THE COMPANY MAY RESULT IN A VIOLATION OF FEDERAL AND STATE SECURITIES REGULATIONS. THIS MEMORANDUM AND ALL ACCOMPANYING MATERIALS SHALL BE RETURNED TO AN AUTHORIZED OFFICER OF THE COMPANY UPON REQUEST.

- THE SECURITIES HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR THE SECURITIES LAWS OF ANY STATE, IN RELIANCE UPON ONE OR MORE SPECIFIC EXEMPTIONS FROM REGISTRATION OR QUALIFICATION REQUIREMENTS. SUCH EXEMPTIONS LIMIT THE NUMBER AND TYPES OF INVESTORS TO WHICH THE OFFERING WILL BE MADE. AS A RESULT, THE SECURITIES OFFERED HEREBY ARE OFFERED ONLY TO "ACCREDITED INVESTORS" AS SUCH TERM IS DEFINED IN RULE 501 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.
- THE SECURITIES OFFERED HEREBY ARE HIGHLY SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK, AND SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT AFFORD THE LOSS OF HIS OR HER ENTIRE INVESTMENT. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS MEMORANDUM IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.
- THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER FEDERAL AND APPLICABLE STATE SECURITIES LAWS. THERE IS CURRENTLY NO PUBLIC MARKET FOR THE SECURITIES, AND INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.
- THE STATEMENTS CONTAINED HEREIN ARE BASED ON INFORMATION BELIEVED BY THE COMPANY TO BE RELIABLE. NO WARRANTY CAN BE MADE THAT CIRCUMSTANCES HAVE NOT CHANGED SINCE THE DATE SUCH INFORMATION WAS SUPPLIED. THERE CAN BE NO ASSURANCE THAT THE COMPANY WILL BE ABLE TO SUCCESSFULLY IMPLEMENT ANY OF ITS PLANS, OR THAT ACTUAL FUTURE PLANS AND PERFORMANCE WILL NOT BE MATERIALLY DIFFERENT FROM THE COMPANY'S PRESENT EXPECTATIONS ANY INFORMATION OR REPRESENTATIONS CONTAINED IN THE COMPANY'S PROMOTIONAL OR MARKETING SOURCES OTHER THAN THIS MEMORANDUM MAY NOT BE AS CURRENT OR ACCURATE AS INFORMATION OR REPRESENTATIONS CONTAINED IN THIS MEMORANDUM, AND THEIR CONTENTS ARE EXCLUDED FROM THIS MEMORANDUM.
- THIS OFFERING IS SUBJECT TO WITHDRAWAL, CANCELLATION OR MODIFICATION BY THE COMPANY WITHOUT NOTICE.

- THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART FOR ANY REASON OR TO ALLOT TO ANY SUBSCRIBER LESS THAN THE NUMBER OF SHARES SUBSCRIBED FOR OR TO WAIVE CONDITIONS TO THE PURCHASE OF THE SHARES.
- PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, INVESTMENT OR TAX ADVICE. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED.
- THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITY OTHER THAN THE SECURITIES OFFERED HEREBY, NOR DOES IT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OF SOLICITATION IS NOT AUTHORIZED, OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO. IN ADDITION, THE OFFERING MATERIALS CONSTITUTE AN OFFER ONLY IF A NAME AND IDENTIFICATION NUMBER APPEAR IN THE APPROPRIATE SPACES PROVIDED ON THE COVER PAGE AND CONSTITUTE AN OFFER ONLY TO THE PERSON WHOSE NAME APPEARS IN THOSE SPACES.



EXECUTIVE SUMMARY

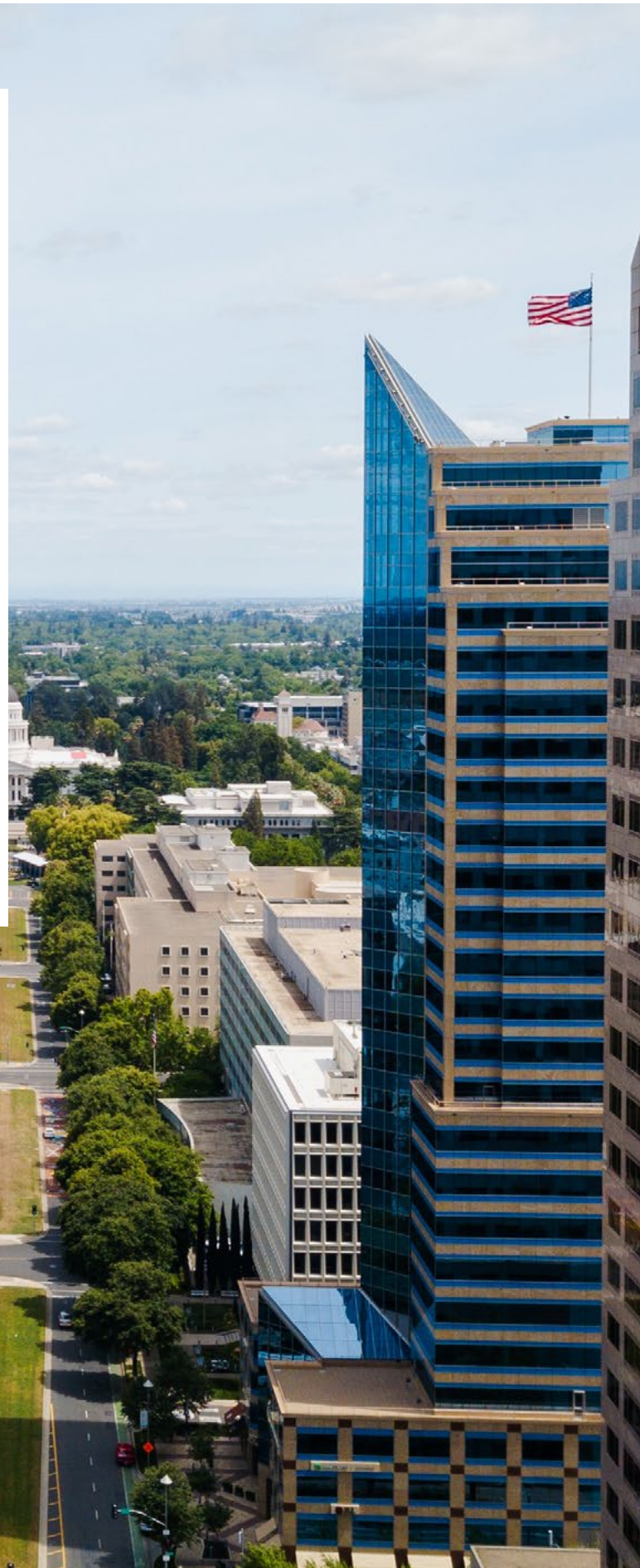
Stemma Capital, INC, (hereinafter "the Business") is a corporation located at 319 S. Coteau St. Pierre, South Dakota, 57501 with its Headquarters located at 10130 Mallard Creek Rd, Suite 300, Charlotte, North Carolina, 28262.

The Company was founded in 2023 by Reema Owens.

It currently has a staff of 2 people, and is slated to expand further.

The Company was initially capitalized by an investment of \$250,000.00 of which a sum of \$250,000.00 is from Reema Owens.

The Business's first product was introduced to the market in 2023 and has been marketed successfully till date. The break-even point was reached in October of 2023, and a profit of \$9,350,000.00 is projected for the current year.



1. THE OFFERING

The Company intends to raise a minimum of **\$500,000.00** and a maximum of **\$50,000,000.00** in this Offering to fund the continued growth of our business. The Common Stock will be offered in a private placement offering pursuant to an exemption from registration under Rule 506 of Regulation D promulgated under the Securities Act of 1933, as amended, under exemptions under applicable state securities laws, and in reliance upon the representations and warranties of each of the purchasers that they are purchasing the Common Stock for investment purposes and not with a view to any resale or distribution thereof.

The Offering is being made on an "all or none" basis until the Minimum Offering Amount of **\$500,000.00** is raised. Proceeds received prior to raising the Minimum Offering Amount will be held in an escrow account with the Company's bank. Upon raising the Minimum Offering Amount, these proceeds will be released for use by the Company and, thereafter, 100% of the proceeds raised in the Offering, up to the Maximum Offering Amount of **\$50,000,000.00**, will be immediately available for use by the Company without impound or escrow.

The proceeds from the sale of the Shares offered hereby will be approximately **\$50,000,000.00** if all **50,000,000** Shares are sold. The net proceeds from this offering will be used to expand marketing, sales and distribution capabilities and provide working capital. The following itemizes the intended use of proceeds:

Intended Use: Including but not limited to, distributing Profits to Shareholders, Operating Expenses, Improving Existing Properties, Investing in New Projects and Repaying Outstanding Debts
 Cost: **\$5,000,000.00**

The expenditures projected in the foregoing list are estimates based on management projections of the operating needs of the business. Although the amounts set forth represent our present intentions with respect to proposed expenditures, actual expenditures may vary substantially, depending upon future developments such as marketing decisions, sales activity, and certain other factors.

The following sets forth the actual capitalization of the Company prior to the Offering and as adjusted to reflect receipt of the Maximum Offering Amount proceeds from the issuance and sale of all **50,000,000** Shares in the Offering.

The total share holder's equity is **\$250,000.00** with a total Company capitalization of **\$5,500,000.00**.

The following description of certain matters relating to the securities of the Company does not purport to be complete and is subject in all respects to applicable South Dakota law and to the provisions of the Company's articles of incorporation ("Articles of Incorporation") and bylaws (the "Bylaws").

Each share of Common Stock entitles the holder thereof to one vote on all matters submitted to a vote of the shareholders. The holders of Common Stock do not have preemptive rights or rights to convert their Common Stock into other securities. Holders of Common Stock are entitled to receive, pro rata, such dividends as may be declared by our Board of Directors out of legally available funds. Upon liquidation, dissolution or winding up of the Company, and after payment of creditors and the liquidated preference to preferred stockholders, if any, the assets will be divided pro-rata on a share-for-share basis among the holders of the shares of Common Stock. All shares of Common Stock now outstanding are fully paid, validly issued and non-assessable assessable the certificates representing the Shares being offered hereby will bear a

legend to the effect that the Shares represented by the certificate are not registered under the Act, or under the securities laws of any state, and therefore cannot be transferred unless properly registered under the Act or pursuant to an opinion of counsel satisfactory to counsel to the Company that an exemption from the Act is available.

The following sets forth certain information, as of March 29, 2023 and as adjusted to give effect to the Offering, regarding the beneficial ownership of the Common Stock by

- (i) each beneficial owner of more than 5% of the outstanding shares of Common Stock and
- (ii) all executive officers, directors, and employees of the Company as a group.

Name of Shareholder: _____

Number of Shares Owned: 0

Percentage Owned Before Offering: 0%

Percentage Owned After Minimum Raised: 0%

Percentage Owned After Maximum Raised: 0%

All officers, directors, and employees as a group

Number of Shares Owned: 150,000,000

Percentage Owned Before Offering: 100%

Percentage Owned After Minimum Raised: 99.9333777481679%

Percentage Owned After Maximum Raised: 95.2380952380952%

The Company currently intends to retain its earnings for future growth and, therefore, do not anticipate declaring any dividends in the foreseeable future. The Company would expect that determinations to pay dividends on its shares would be based primarily upon the financial condition, results of operations, regulatory and business capital requirements, any restrictions contained in financing or other agreements binding upon the Company, and other factors that the board of directors deems relevant.

Offering	Minimum Offering	Offering Status	Price Per Share	Min. Purchase Per Investor	Max. Purchase Per Investor
up to 50,000,000 Shares	500,000 Shares	OPEN	\$1.00	2,500 Shares	7,500,000 Shares





2. BUSINESS PLAN

The company strategy is to:

Stemma Capital, Inc is a real estate development and investment company that specializes in the acquisition, development, and management of commercial and residential properties.

Our mission is to create value for our investors and stakeholders by identifying and executing on opportunities that generate strong returns and support the growth of local communities.

Our team brings decades of experience in real estate development, investment, and management, and we have a track record of success in delivering high-quality projects that meet the needs of our tenants and investors.

Our intention is to create a diversified portfolio of properties that includes but is not limited to single family homes, assisted living facilities and multi-family residential and commercial assets.

At Stemma Capital, we believe that successful real estate development and investment requires a combination of strategic planning, rigorous analysis, and a commitment to excellence in execution.

We work closely with our partners and stakeholders to understand their needs and goals, and we leverage our expertise and network to create value at every stage of the development process.

We are currently pursuing several exciting projects, including the development of a residential property in a rapidly growing urban area, and the acquisition and renovation of an assisted living facility in a prime location. We are also exploring opportunities to expand our portfolio in new markets and asset classes.



At Stemma Capital, we are committed to sustainability and responsible development practices. We believe that our projects can contribute to the long-term health and vitality of the communities in which we operate, and we strive to minimize our environmental impact and promote social equity in all of our activities.

We are confident that our experience, expertise, and commitment to excellence make us a strong partner for investors and stakeholders who are looking for a trusted and capable real estate development and investment company.

The marketing strategy is to: The company will initially begin marketing by identifying the types of investors that the fund is best suited for, such as high-net-worth individuals, family offices, pension funds, or endowments.

The fund will aim to achieve diversification by investing in multiple properties across different regions or sectors to reduce risk and ensure a more stable return on investment.

The fund will employ a value-add strategy, which involves acquiring underperforming properties and making improvements to increase their value.

The fund will be actively managed by a team of experienced real estate professionals, who will oversee the acquisition, management, and disposition of properties in the fund's portfolio. The team will also be responsible for identifying new investment opportunities and managing risk.

The fund will employ a long-term hold strategy, which involves holding onto properties for an extended period of time to maximize returns. This may involve refinancing properties to take advantage of lower interest rates or selling properties at the appropriate time to realize gains.

The fund may use a combination of debt and equity financing to acquire and manage properties in the portfolio. This can help reduce the cost of capital and provide flexibility in managing the fund's investments.

The fund will employ a rigorous risk management strategy, which includes conducting extensive due diligence on potential investments and continuously monitoring the performance of properties in the portfolio. The fund will also maintain a contingency fund to help mitigate unexpected expenses or market downturns.

The fund will maintain open communication with investors, providing regular updates on the performance of the portfolio and any significant developments. The fund will also provide clear and transparent reporting on investment activity and returns.

The fund will have a clearly defined exit strategy for each property in the portfolio, which may involve selling the property or refinancing it to realize gains.



3. MANAGEMENT

The following sets forth each director, principal director, and other control person:

Name: **Reema Owens**

Position/Title: Founder

Name: **Jeff Kahl**

Position/Title: Co-Founder

Name: **Steve Niu**

Position/Title: CFO



Directors will hold office until their successors have been elected or qualified at an annual shareholders' meeting, or until their death, resignation, retirement, removal, or disqualification.

Vacancies on the board will be filled by a majority vote of the remaining directors. Officers of the Company serve at the discretion of the Board of Directors.

We may establish an informal Executive Advisory Board with appointments made by the Board of Directors. The role of the Executive Advisory Board will be to assist our management with general business and strategic planning. We intend to compensate Executive Advisory Board members with any combination of cash, common stock, or stock options.

Our Articles of Incorporation and bylaws provide blanket indemnification for our directors and officers to the fullest extent permissible under South Dakota law. The Company has entered into indemnification agreements with members of the management team that indemnify, defend and hold harmless these members from liability incurred in connection with their duties as officers and directors of the Company.

We maintain insurance policies under which the directors and officers of the Company will be insured, against certain losses arising from claims made against such directors and officers by reason of any acts or omissions in their respective capacities as directors or officers, including liabilities under the Securities Act.

4. HISTORICAL FINANCIAL INFORMATION

Any Offeree can request information and consult the Company's accountant and financial advisor's regarding the financial history of the business. Upon request the Offeree will be provided with financial statements for the business covering the previous 3 years.

5. RISK FACTORS

Investment in our Shares involves a high degree of risk and should be regarded as speculative. You should consider investing in our Shares only if you can afford the loss of your entire investment. Accordingly, you should consider carefully the following factors, in addition to the other information concerning our Company and our business contained in this Memorandum, before purchasing the Shares offered hereby. The following factors are not to be considered a definitive list of all the risks associated with an investment in our Shares.

Unanticipated obstacles to execution of business plan

Our proposed plan of operation and prospects will depend largely upon our ability to successfully establish Company's presence in a timely fashion, retain and continue to hire skilled management, technical, marketing and other personnel; and attract and retain significant numbers of quality business partners and corporate clients. There can be no assurance that we will be able to successfully implement our business plan or develop or maintain future business relationships, or that unanticipated expenses, problems or technical difficulties which would result in material delays in implementation will not occur.

Competition

The market is highly competitive. There are low barriers to entry, and we expect that competition will intensify in the future. We believe that numerous factors, including price, client base, brand name, and general economic trends (particularly unfavorable economic conditions adversely affecting consumer investment), will affect our ability to compete successfully. Our competitors include many large companies that have substantially greater market presence and financial, technical, marketing and other resources than we do. There can be no



assurance that we will be have the financial resources, technical expertise or marketing and support capabilities to compete successfully. Increased competition could result in significant price competition, which in turn could result in lower revenues, which could materially adversely affect our potential profitability.

Over Reliance on Management

We depend on our senior management to work effectively as a team, to execute our business strategy and business plan, and to manage employees and consultants. Our success will be dependent on the personal efforts of key personnel. Any of our officers or employees can terminate his or her employment relationship at any time, and the loss of the services of such individuals could have a material adverse effect on our business and prospects, however we are strategic in our team retention and would close any potential staffing gaps expeditiously.

Forward Looking Statements

This Memorandum contains forward-looking statements that are based on our current expectations, assumptions, estimates, and projections about our business, our industry, and the industry of our clients. When used in this Memorandum, the words "expects," "anticipates," "estimates," "intends," "believes," and similar expressions are intended to identify forward-looking statements. These forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those projected. The cautionary statements made in this Memorandum should be read as being applicable to all related forward-looking statements wherever they appear in this Memorandum.



ADDITIONAL INFORMATION

As a prospective investor, you and your professional advisors are invited to review any materials available to us relating to our Company, our plan of operation, our management and financial condition, this Offering and any other matter relating to this Offering. We will afford you and your professional advisors the opportunity to ask questions of, and receive answers from, our officers concerning such matters and to obtain any additional information (to the extent we possess such information and can acquire it without unreasonable expense) necessary to verify the accuracy of any information set forth in the Memorandum. All such information and materials may be requested from **Reema Owens at 704-944-3527**.

Investment in the Shares involves significant risks and is suitable only for persons of adequate financial means who have no need for liquidity with respect to this investment and who can bear the economic risk of a complete loss of their investment. The Offering is made in reliance on exemptions from the registration requirements of the Securities Act and applicable state securities laws and regulations.

The suitability standards discussed below represent minimum suitability standards for prospective investors. The satisfaction of such standards by a prospective investor does not necessarily mean that the Shares are suitable investment for such prospective investor. Prospective investors are encouraged to consult their personal financial advisors to determine whether an investment in the Shares is appropriate. The Company may reject subscriptions, in whole or in part, in its absolute discretion.

The Company will require each investor to represent in writing, among other things, that:

(i) by reason of the investor's business or financial experience, or that of the investor's

professional advisor, the investor is capable of evaluating the merits and risks of an investment in the Shares and of protecting its own interests in connection with the transaction

(ii) the investor is acquiring the Shares for its own account, for investment only and not with a view toward the resale or distribution thereof,

(iii) the investor is aware that the Shares have not been registered under the Securities Act or any state securities laws,

(iv) the investor is aware of, and has executed and delivered, the subscription agreement to be entered into in connection with the purchase of the Shares,

(v) the investor is aware of the absence of a market for the Shares, and

(vi) unless otherwise approved by the Company, such investor meets the suitability requirements set forth below.

Except as set forth below, each investor must represent in writing that he or she qualifies as an "accredited investor," as such term is defined in Rule 501(a) of Regulation D under the Securities Act, and must demonstrate the basis for such qualification. To be an accredited investor, an investor must fall within any of the following categories at the time of the sale of the Shares to that investor:

(1) A natural person whose individual net worth, or joint net worth with the person's spouse, at the time of such person's purchase of the Shares exceeds \$1,000,000;

(2) A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(3) A bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; a Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivision, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of that Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan with the investment decisions made solely by persons that are accredited investors;

(4) A private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;

(5) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of \$5,000,000.

(6) A director or executive officer of the Company;

(7) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; and

(8) An entity in which all of the equity owners are accredited investors (as defined above).

As used in this Memorandum, the term "net worth" means the excess of total assets over total liabilities. In computing net worth for the purpose of (1) above, the principal residence of the investor must be valued at cost, including cost of improvements, or at recently appraised value by an institutional lender making a secured loan, net of encumbrances. In determining income, a investor should add to the investor's adjusted gross income any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or other retirement plan, alimony payments, and any amount by which income from long term capital gains has been reduced in arriving at adjusted gross income.

Any person or entity who meets the suitability standards set forth herein and who desires to purchase Shares offered hereby shall be required to deliver all of the following to the Company prior to such purchase:

(a) Signed original copies of the Subscription Agreement. On each signature page, the subscriber must sign, print his, her or its name, address, and social security number or tax identification number where indicated and print the number of Shares subscribed for and the date of execution. The Subscription Agreement will be used by the Company to determine whether the prospective purchaser is an "accredited investor," whether he or she has the requisite knowledge and experience in financial and business matters to be capable of evaluating



the merits and risks of a purchase of the Shares, and to determine whether state suitability requirements have been met. All questions must be answered in full. If the answer to any question is "no" or "not applicable," please so state. The last page of the Subscription Agreement must contain the printed name of the subscriber, the required signature and the date of execution.

(b) A check or money order equal to the total purchase price of the Shares being purchased.

The Company reserves the right to accept or reject any subscription for Shares in whole or part for any reason whatsoever. If a subscriber is rejected by the Company, all funds tendered for investment will be returned to the subscriber, without interest or deduction, promptly after such rejection, along with notice thereof.



APPENDIX A:

Reema Owens Founder



Reema has extensive experience in Mergers and Acquisitions and is a seasoned real estate developer with over 20 years of experience in the industry. Reema is known for her ability to identify undervalued real estate assets and has expertise in structuring complex investment transactions. She is the Founder and CEO of Stemma Capital, INC, on course to become a leading real estate fund based in Charlotte, NC.

Reema is currently leading the development of over 40 Luxury residential properties in the southern region.

Some of Reema's notable projects include the acquisition and substantial renovation to several healthcare facilities she has owned throughout the state, she has helped to provide vital services for a diverse group of families and individuals, including those suffering from severe mental illnesses and developmental disabilities and through her efforts, she has provided more than 600 financially challenged individuals with affordable housing.

Reema is known for her strategic development plans and expertise in navigating complex zoning regulations, negotiating with local officials and community groups, and her ability to identify profitable development opportunities.

JEFF KHAL

Co-Founder



Jeff is an accomplished business leader and operations executive with over 36 years of experience in multi-site operations, best-in-class networking and relationship management, and radically increasing revenue growth while providing superior customer service and client engagement.

As a seasoned business owner and avid entrepreneur, Jeff has developed, from conception to execution multiple organizations in the education, non-profit, and business arenas.

He builds valuable partnerships and works well with people at all levels of the organization, including stakeholders, customers, team members, vendors, and community leaders.

Most recently, Jeff has managed a non-profit in Wisconsin that services thousands of young people and families annually; and founded an exceptional international high school that services students from around the world.

With his remarkable team, which he gives a lot of the credit too, they built a reputable and attractive school for the global community recruiting international students in 30+ countries.

To date, Jeff has spoken in over 1,700 venues, primarily related to education, camp, church, and leadership events and he has traveled to 62 countries.

STEVE NIU

CFO



Steve Niu is the Founder and Vice-President of Triangle Accounting Group, Inc., USA, based in Cary, N.C. Triangle Accounting is the largest Chinese accounting firm in the eastern region of the United States, with offices in North Carolina, Georgia, and New York. The company also has offices in Los Angeles, Seattle, and China.

Triangle Accounting currently does business with more than 3,000 corporations and 600 individual clients, within the U.S. and Internationally. The company provides bookkeeping, payroll services, tax return preparation, auditing, and international tax consulting.

In 2013, Triangle Accounting formed a partnership with Shanghai Qingrui Certified Tax Agent Co., Ltd., which is the largest accounting firm in Shanghai. In addition to handling auditing, accounting, and tax preparation, Triangle Accounting provides commercial services between the U.S. and China, consulting on U.S. business investments, banking, and insurance, and introducing U.S. capital and technology to China.

As a tax advisor, Niu specializes in state, federal, and international taxation as well as foreign income consulting. Over the past 20 years, he has successfully represented clients in more than 250 audit cases against various tax authorities. This list includes several multimillion-dollar federal tax court cases. Niu is also PCAOB Registered and will serve as the head of the Oversight Committee for Stemma Capital, Inc as it progresses into the IPO space.

Niu, who holds a doctorate degree, is also a professor at Shaw University in Raleigh, N.C. Additionally, he's an adjunct professor at four Chinese universities. Niu serves as a board member of four organizations in China and the U.S.

RICHARD HOLDER

Senior Advisor - Pending



Richard Holder most recently served as President and Chief Executive Officer of NN, Inc. As CEO, he successfully transformed NN from a cyclical automotive bearing components business into a diversified industrial company, which now combines in-depth materials science expertise with advanced engineering and production capabilities to design and manufacture high-precision metal and plastic components for a variety of markets.

Prior to his time at NN, Inc., Holder served in a progression of leadership roles at Eaton Corporation for more than a decade and has previous experience in the aerospace industry.

He is also a veteran of the U.S. Marine Corps. Among other key contributions, Holder's expertise in business transformation, including mergers and acquisitions, will allow him to provide beneficial advisement to Stemma Capital, Inc as the company continues on its journey toward strategic growth.

He has held senior positions at US Airways, AlliedSignal and Parker Hannifin. Mr. Holder is a past director of the Atlanta Federal Reserve Board and currently sits on numerous Corporate Boards.

Mr. Holder holds a Bachelor of Science from Southern Illinois University and a Master of Arts from Webster University.

STEPHEN FITZPATRICK

Head of Real Estate
Development



Stephen Fitzpatrick is the Founder of Genford Development and has over 47 years of experience in commercial and residential development throughout North and South Carolina. He graduated from North Carolina State University with a degree in Architecture and later went on to learn Engineering as an intern at J.E. Serrine Architects and Engineers.

Fitzpatrick has developed multiple residential communities in the Raleigh area some of which are **Stillwater Landing SFSD, Westavia SFSD, Sunscape Townhomes, Crabtree Pines Townhomes, Stonestrow Apartments, Merriwood Apartments, Genford Court Townhomes.**

In the Commercial/Multi-Use space, he has developed :

Long Manufacturing Tractor Plant - Tarboro, NC; **Amrep Chemical Plant** - Lancaster, TX ; **Amrep Chemical Plant** - Castle Hayne, NC; **Brookside Center** - Raleigh, NC; **Stillwagon Office Building** - Myrtle Beach, SC; **Rexham Box Plant** - Pinetops, NC; **Sirchie Complex** - Raleigh, NC; **Dunham's** - Roanoke Rapids, NC; **Metrolease Building** - Charlotte, NC; **Dobbs House Catering Kitchen** - Raleigh, NC; **Lee Building** - Knightdale, NC; **Mainline Building** - Durham, NC



CONVERTIBLE PROMISSORY NOTE

THIS CONVERTIBLE PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. NO SALE OR DISPOSITION MAY BE AFFECTED EXCEPT IN COMPLIANCE WITH RULE 144 UNDER SAID ACT OR AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL FOR THE HOLDER SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE ACT OR RECEIPT OF A NO- ACTION LETTER FROM THE SECURITIES AND EXCHANGE COMMISSION

For value received Stemma Capital, Inc A Corporation promises to pay to _____ or its assigns ("Holder") the principal sum of \$ _____ together with accrued and unpaid interest thereon, each due and payable on the date and in the manner set forth below.

This convertible promissory note (the "Note") is issued as part of a series of similar convertible promissory notes (collectively, the "Notes") pursuant to the terms of that certain Convertible Promissory Note Purchase Agreement (as amended, the "Agreement") dated as of _____, 2023 to the persons and entities listed on the Schedule of Purchasers attached to the Agreement (collectively, the "Holders"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Agreement.

1. Repayment. All payments of interest and principal shall be in lawful money of the United States of America and shall be made pro rata among all Holders. All payments shall be applied first to accrued interest, and thereafter to principal. The outstanding principal amount of the Loan shall be due and payable on the later of 24 months from the date of execution and funding.

2. Interest Rate. The Company promises to pay simple interest on the outstanding principal amount hereof from the date hereof until payment in full, which interest shall be payable at the rate of 10% per annum or the maximum rate permissible by law, whichever is less. Interest shall be due and payable on the Maturity Date and shall be calculated on the basis of a 365-day year for the actual number of days elapsed.

3. Conversion; Repayment Premium Upon Sale of the Company

(a) In the event that the Company issues and sells shares of its Equity Securities to investors (the "Investors") on or before the date of the repayment in full of this Note in an equity financing resulting in gross proceeds to the Company of at least \$100,000,000 (including the conversion of the Notes and other debt) (a "Qualified Financing"), then the outstanding principal balance of this Note shall automatically convert in whole without

any further action by the Holder into such Equity Securities at a conversion price equal to the lesser of 50% of the per share price paid by the Investors.

(b) In the event that a Qualified Financing is not consummated prior to the Maturity Date, then, at the election of the Requisite Holders made at least five days prior to the Maturity Date, effective upon the Maturity Date, the outstanding principal balance and any unpaid accrued interest under this Note and each of the other Notes shall be converted into shares of Common Stock of the Company at a conversion price equal to a 50 percent discount.

(c) If, after aggregation, the conversion of this Note would result in the issuance of a fractional share, the Company shall, in lieu of issuance of any fractional share, pay the Holder otherwise entitled to such fraction a sum in cash equal to the product resulting from multiplying the then current fair market value of one share of the class and series of capital stock into which this Note has converted by such fraction.

(d) Notwithstanding any provision of this Note to the contrary, in the event that the Company consummates a Sale of the Company (as defined below) prior to the conversion or repayment in full of this Note, (i) the Company will give the Holder at least five days prior written notice of the anticipated closing date of such Sale of the Company and (ii) at the closing of such Sale of the Company, in lieu of the principal and interest that would otherwise be payable on the Maturity Date, the Company will pay the Holder an aggregate amount equal to one and one half times the aggregate amount of principal and interest then outstanding under this Note in full satisfaction of the Company's obligations under this Note.

(e) For purposes of this Note:

(i) *"Sale of the Company"* shall mean

(i) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization;

(ii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred; provided, however, that a Sale of the Company shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; or

(iii) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

(ii) *“Equity Securities”* shall mean the Company’s Preferred Stock or any securities conferring the right to purchase the Company’s Preferred Stock or securities convertible into, or exchangeable for (with or without additional consideration), the Company’s Preferred Stock or Common Voting Stock as offered, except that such defined term shall not include any security granted, issued and/or sold by the Company to any employee, director or consultant in such capacity or issued upon the conversion or exercise of any option or warrant outstanding as of the date of this Note.

4. Maturity. Unless this Note has been previously converted in accordance with the terms of Sections 3(a) through (c) above or satisfied in accordance with the terms of Section 3(d) above, the entire outstanding principal balance and all unpaid accrued interest shall become fully due and payable on the Maturity Date.

5. Expenses. In the event of any default hereunder, the Company shall pay all reasonable attorneys’ fees and court costs incurred by Holder in enforcing and collecting this Note.

6. Prepayment. The Company may not prepay this Note prior to the Maturity Date without written consent of the majority of note holders.

7. Default. If there shall be any Event of Default hereunder, at the option and upon the declaration of the Requisite Holders and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under Section 7(c) or 7(d)), this Note shall accelerate and all principal and unpaid accrued interest shall become due and payable. The occurrence of any one or more of the following shall constitute an Event of Default:

(a) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any accrued interest or other amounts due under this Note on the date the same becomes due and payable;

(b) The Company shall default in its performance of any covenant under the Agreement or any Note;

(c) The Company files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing; or

(d) An involuntary petition is filed against the Company (unless such petition is dismissed or discharged within 60 days under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company.

8. Waiver. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

9. Governing Law. This Note shall be governed by and construed under the laws of the State of South Dakota, as applied to agreements among South Dakota residents, made and to be performed entirely within the State of South Dakota, without giving effect to conflicts of laws principles.

10. Parity with Other Notes. The Company's repayment obligation to the Holder under this Note shall be on parity with the Company's obligation to repay all Notes issued pursuant to the Agreement. In the event that the Company is obligated to repay the Notes and does not have sufficient funds to repay all the Notes in full, payment shall be made to the Holders of the Notes on a *pro rata* basis. The preceding sentence shall not, however, relieve the Company of its obligations to the Holder hereunder.

11. Modification; Waiver. Any term of this Note may be amended or waived with the written consent of the Company and the Requisite Holders.

12. Assignment. This Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company's obligation to pay such interest and principal.

By: _____

Name: Title: _____

Holder: _____

Principal Amount of Note: _____

Date of Note: _____





CONVERTIBLE NOTE

The Company is offering a \$_____ Convertible Note. The Notes shall be converted into shares of Common Stock of the Company at a conversion price equal to a 50 percent discount. Notes may be converted into shares of common stock any time after 12 months but prior to maturity.

FOR VERIFIED ACCREDITED INVESTORS ONLY

To Subscribe

1. Please execute the Subscription Agreement and return to STEMMA CAPITAL, INC.
2. Please execute the Accredited Investor Questionnaire and return to STEMMA CAPITAL, INC.
3. Please see WIRE INSTRUCTION information provided separately or;
4. Please make a CASHIERS check payable to: STEMMA CAPITAL, INC. and forward to 10130 Mallard Creek Rd Suite 300, Charlotte, NC 28262
5. Please Email subscription documents using the link provided



SUBSCRIPTION AGREEMENT

Name of Investor

STEMMA CAPITAL, INC. – \$ The Convertible note not to exceed \$2,500,000

Gentlemen:

1. Subscription. The undersigned hereby tenders this subscription and applies to purchase \$ _____ of a Convertible Promissory Note. The undersigned further sets forth statements upon which you may rely to determine the suitability of the undersigned to purchase the Shares. The undersigned understands that the Convertible Note is available only to qualified accredited investors. In connection with this subscription, the undersigned represents and warrants that the personal, business and financial information contained in the Purchaser Questionnaire is complete and accurate and presents a true statement of the undersigned's financial condition.

2. Representations and Understandings. The undersigned hereby makes the following representations, warranties and agreements and confirms the following understandings:

(i) The undersigned is acquiring the note interest for investment purposes, for the undersigned's own account only, with no intention or view to distributing the note or any participation or interest therein.

(ii) The undersigned has received a copy of the company's materials, has reviewed it carefully, and has had an opportunity to question representatives of the Company and obtain such additional information concerning the Company as the undersigned requested.

(iii) The undersigned has sufficient experience in financial and business matters to be capable of utilizing such information to evaluate the merits and risks of the undersigned's investment, and to make an informed decision relating thereto; or the undersigned has utilized the services of a purchaser representative and together they have sufficient experience in financial and business matters that they are capable of utilizing such information to evaluate the merits and risks of the undersigned's investment, and to make an informed decision relating thereto.

(iv) The undersigned has evaluated the risks of this investment in the Company, including those risks particularly described in the company's materials, and has determined that

the investment is suitable for him. The undersigned has adequate financial resources for an investment of this character, and at this time he could bear a complete loss of his investment. The undersigned understands that any projections which may be made are mere estimates and may not reflect the actual results of the Company's operations.

(v) The undersigned understands that the note is not being registered under the Securities Act of 1933, as amended (the "1933 Act") on the ground that the issuance thereof is exempt Under Section 4(2) of the 1933 Act and Rule 506(c) of Regulation D promulgated hereunder, and that reliance on such exemption is predicated in part on the truth and accuracy of the undersigned's representations and warranties, and those of the other purchasers of Shares.

(vi) The undersigned understands that the note is not being registered under the securities laws of certain states on the basis that the issuance thereof is exempt as an offer and sale not involving a public offering in such state. The undersigned understands that reliance on such exemptions is predicated in part on the truth and accuracy of the undersigned's representations and warranties and those of other purchasers of Shares. The undersigned covenants not to sell, transfer or otherwise dispose of a Share unless such Share has been registered under the applicable state securities laws, or an exemption from registration is available.

(vii) The undersigned (a) has a net worth (or joint net worth with the purchaser's (spouse) of at least \$3,000,000 not including the value of the undersigned's primary residence, or (b) has an annual gross income in the last two years of at least \$100,00,000, and expected gross income in the current year of at least \$100,00,000 (or joint annual gross income with spouse of \$30,00,000), or (c) otherwise meets the requirements for an Accredited Investor as defined in Rule 501 of Regulation D promulgated under Section 4(a)(2) of the Securities Act of 1933, as amended, or (d) is the beneficiary of a fiduciary account, or, if the fiduciary of the account or other party is the donor of funds used by the fiduciary account to make this investment, then such donor, who meets the requirements of either (a), (b) or (c) above.

(viii) The undersigned has no need for any liquidity in his investment and is able to bear the economic risk of his investment for an indefinite period of time. The undersigned has been advised and is aware that:

(a) there is no public market for the Shares and it is not likely that any public market for the Shares will develop;

(b) it may not be possible to liquidate the investment readily;

(c) the undersigned must bear the economic risk of his investment in the Shares for an indefinite period of time because the Shares have not been registered under the 1933 Act and applicable state law or an exemption from such registration is available; Shares.

(d) a legend as to the restrictions on transferability of the Shares referred to herein will be made on the document evidencing the Share, and (e) a notation in the appropriate records of the Company will be made with respect to any restrictions on transfer of Shares

(ix) All contacts and contracts between the undersigned and the Company regarding the offer and sale to him of Shares have been made within the state indicated below his signature on the signature page of this Subscription Agreement and the undersigned is a resident of such state.

(x) The undersigned has relied solely upon independent investigations made by him or his purchaser representative with respect to the note subscribed for herein, and no oral or written representations have been made to the undersigned or relied upon by the undersigned.

The undersigned agrees not to transfer or assign this subscription or any interest therein.

The undersigned hereby acknowledges and agrees that, except as may be specifically provided herein, the undersigned is not entitled to withdraw, terminate or revoke this subscription.

(xiii) If the undersigned is a partnership, corporation or trust, it has been duly formed, validly exists, has full power and authority to make this investment, and has not been formed for specific purpose of investing in the Shares. This Subscription Agreement and all other documents executed in connection with this subscription for Shares are valid, binding and enforceable agreements of the undersigned.

(xiv) The undersigned meets any additional suitability standards and/or financial requirements which may be required in the jurisdiction in which he resides or is purchasing in a fiduciary capacity for a person on account meeting such suitability standards and/or financial requirements and is not a minor.

3. Indemnification. The undersigned hereby agrees to indemnify and hold harmless the Company and all of its affiliates, attorneys, accountants, employees, officers, directors, Shareholders and agents from any liability, claims, costs, damages, losses or expenses incurred or sustained by them as a result of the undersigned's representations and warranties herein or in the Purchaser Questionnaire being untrue or inaccurate, or because of a breach of this agreement by the undersigned. The undersigned hereby further agrees that the provisions of Section 3 of this Subscription Agreement will survive the sale, transfer or any attempted sale or transfer of all or any portion of the Shares. The undersigned hereby grants to the Company the right to set off against any amounts payable by the Company to the undersigned, for whatever reason, of any and all damages, costs and expenses (including, but not limited to, reasonable attorney's fees) which are incurred by the Company or any of its affiliates as a result of matters for which the Company is indemnified pursuant to Section 3 of this Subscription Agreement.

4. Taxpayer Identification Number/Backup Withholding Certification. Unless a subscriber indicates to the contrary on the Subscription Agreement, he will certify that his

taxpayer identification number is correct and, if not a corporation, IRA, Keogh, or Qualified Trust (as to which there would be no withholding), he is not subject to backup withholding on interest or dividends. If the subscriber does not provide a taxpayer identification number certified to be correct or does not make the certification that the subscriber is not subject to backup withholding, then the subscriber may be subject to thirty-one percent (31%) withholding on interest or dividends paid to the holder of the Shares.

5. Governing Law. This Subscription Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. The venue for any legal action under this Agreement will be in the proper forum in the County of Hughes, State of South Dakota.

6. Acknowledgement of Risks Factors. The undersigned has carefully reviewed and thoroughly understands the risks associated with an investment in the Shares as described in the Memorandum. The undersigned acknowledges that this investment entails significant risks.

7. Dispute Resolution. Any controversy or claim (a "Dispute") arising from or in connection with the Subscription Documents, an alleged breach of these Subscription Documents, an interpretation of the Subscription Documents, or the relationship of the parties under the Subscription Documents, whether based on contract, tort, common law, equity, statute, regulation, order or otherwise, shall be resolved as follows:

First, upon written request of any party to the Dispute, each party to the Dispute will appoint a designated representative. The task of the designated representatives will be to meet for the purpose of endeavoring to resolve such Dispute. The designated representatives shall have the authority to make binding decisions and/or commitments on behalf of each person they represent. The designated representatives shall meet as often as they reasonably deem necessary to resolve the Dispute without the necessity of any formal proceeding. Unless delay would impair a party's rights under applicable statutes of limitations, or unless a party is seeking equitable relief, which it may do without delay and without following the procedures of Section 7.1 herein, formal proceedings (including arbitration) for the resolution of a Dispute may not be commenced until the earlier of: (i) the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely or (ii) the expiration of the thirty (30) day period immediately following the initial request to negotiate the Dispute.

Failing resolution pursuant to Section 7.1 above, the Dispute shall be finally settled by binding arbitration under the Commercial Arbitration Rules established by the American Arbitration Association then in effect as follows:

Any party may initiate the arbitration following failure of informal resolution of the Dispute pursuant to this Section by filing a demand for arbitration with the American Arbitration Association, and simultaneously delivering a copy of such demand to the other parties involved in the Dispute. Unless otherwise agreed by the parties, all such claims shall be arbitrated in Hughes County, South Dakota, by a single arbitrator, acting under the Commercial Rules of the American Arbitration Association except as modified herein, and the arbitrator shall be a business attorney in practice for at least fifteen (15) years, with substantial experience in the negotiating and drafting of business acquisition agreements and versed in South Dakota law. Unless the parties agree to a mutually acceptable arbitrator within thirty (30) days of a demand for arbitration, the arbitrator shall be selected by the American Arbitration Association. The arbitrator shall be bound by the limitations of liability and other provisions of this Agreement, including the governing law provision. It is the intent of the parties that the arbitration shall be conducted in an efficient, economical and expeditious manner. Accordingly, the parties shall meet and/or appear telephonically at a pre-hearing conference as promptly as practicable after selection of the arbitrator to establish the scope and extent of all discoveries and the schedule of the arbitration. Discovery shall be allowed but limited to that reasonably necessary to resolve the disputed issues, in the judgment of the arbitrator. If any party wishes to take discovery, including document productions, interrogatories or depositions, a request to do so must be submitted to the arbitrator in accordance with the procedures determined at the pre-hearing conference, all of which must be completed within twenty (20) Business Days of the arbitrator's directive unless extended for good cause by the arbitrator. The decision of the arbitrator as to the validity and amount of Damages, and/or any award of costs and fees to the prevailing party thereafter, shall be binding and conclusive upon the parties to this Agreement. The arbitrator shall issue such decision, including a brief statement of the reasons for the award and the calculation of damages awarded, within twenty-five (25) Business Days after completion of the arbitration hearing and delivers such decision to the parties involved in the Dispute. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. The non-prevailing parties shall pay the reasonable expenses (including attorneys' fees) of the prevailing party and the arbitrator fees and administrative expenses associated with the arbitration, which shall be adjudicated by the arbitrator following the decision on the merits.

The following matters are excluded from the Dispute resolution requirements of this Section: (a) a cross claim pursuant to an indemnification obligation set forth in this Agreement in a proceeding filed by a third party, and (b) any formal proceedings commenced to avoid expiration of any applicable limitation period, to preserve a superior position with respect to other creditors or to seek temporary, binding arbitration under the Commercial Arbitration Rules established by the American Arbitration Association then in effect as follows: Any party may initiate the arbitration

following failure of informal resolution of the Dispute pursuant to this Section by filing a demand for arbitration with the American Arbitration Association, and simultaneously delivering a copy of such demand to the other parties involved in the Dispute. Unless otherwise agreed by the parties, all such claims shall be arbitrated in Hughes County, South Dakota, by a single arbitrator, acting under the Commercial Rules of the American Arbitration Association except as modified herein, and the arbitrator shall be a business attorney in practice for at least fifteen (15) years, with substantial experience in the negotiating and drafting of business acquisition agreements and versed in South Dakota law. Unless the parties agree to a mutually acceptable arbitrator within thirty (30) days of a demand for arbitration, the arbitrator shall be selected by the American Arbitration Association. The arbitrator shall be bound by the limitations of liability and other provisions of this Agreement, including the governing law provision. It is the intent of the parties that the arbitration shall be conducted in an efficient, economical and expeditious manner. Accordingly, the parties shall meet and/or appear telephonically at a pre-hearing conference as promptly as practicable after selection of the arbitrator to establish the scope and extent of all discoveries and the schedule of the arbitration. Discovery shall be allowed but limited to that reasonably necessary to resolve the disputed issues, in the judgment of the arbitrator. If any party wishes to take discovery, including document productions, interrogatories or depositions, a request to do so must be submitted to the arbitrator in accordance with the procedures determined at the pre-hearing conference, all of which must be completed within twenty (20) Business Days of the arbitrator's directive unless extended for good cause by the arbitrator. The decision of the arbitrator as to the validity and amount of Damages, and/or any award of costs and fees to the prevailing party thereafter, shall be binding and conclusive upon the parties to this Agreement. The arbitrator shall issue such decision, including a brief statement of the reasons for the award and the calculation of damages awarded, within twenty-five (25) Business Days after completion of the arbitration hearing and delivers such decision to the parties involved in the Dispute. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. The non-prevailing parties shall pay the reasonable expenses (including attorneys' fees) of the prevailing party and the arbitrator fees and administrative expenses associated with the arbitration, which shall be adjudicated by the arbitrator following the decision on the merits.

The following matters are excluded from the Dispute resolution requirements of this Section: (a) a cross claim pursuant to an indemnification obligation set forth in this Agreement in a proceeding filed by a third party, and (b) any formal proceedings commenced to avoid expiration of any applicable limitation period, to preserve a superior position with respect to other creditors or to seek temporary, preliminary or permanent injunctive or equitable relief. The filing of a court action to enable the recording of a notice of pending action, receivership, or injunction shall not constitute a violation of this Section.

If the arbitrator makes the determination that a Dispute cannot be fully or finally resolved pursuant to the provisions of Section 7.1, then the parties may seek resolution by litigation or other proceedings.

I hereby subscribe to purchase the dollar amount submitted with this Subscription Agreement as payment for purchase of the Convertible Note in the amount of \$ _____ .

Registration Information: Print name(s) in which the Convertible Note is be registered:

SUBSCRIBER NAME (1): _____

Social Security or similar Tax identification number _____

Residence Address: _____

City, State, Zip: _____

Mailing Address: _____

City, State, Zip: _____

Email Address: _____

SUBSCRIBER NAME (2): _____

Social Security or similar Tax identification number _____

Residence Address: _____

City, State, Zip: _____

Mailing Address: _____

City, State, Zip: _____

Email Address: _____

Name in which the Note is to be held / titled:

MANNER IN WHICH TITLE IS TO BE HELD: Please initial.

- | | |
|-----------|--|
| Initial 1 | Initial 2 |
| A. | Husband & Wife, as community property |
| B. | Joint Tenancy With Right of Survivorship* |
| C. | Tenants in Common* |
| D. | Individual |
| E. | Corporate or Fund Owners** (Documents accompanied) |
| F. | Partnership* (Documents accompanied) |
| G. | Trust* (Documents accompanied) |
| H. | Pension or Profit-Sharing Plan |
| I. | Other: Please Describe |

* Initials of all parties required

** In the case of a Fund, state name of all partners.

PAYMENT INSTRUCTIONS

Make cheque payable to STEMMA CAPITAL, INC.

MAILING INSTRUCTIONS

STEMMA CAPITAL, INC.

Address: 10130 Mallard Creek Rd Suite 300, Charlotte, NC 28262

NOTE: BY SIGNING THIS SUBSCRIPTION AGREEMENT AND UPON ACCEPTANCE THEREOF BY THE COMPANY, I AM ENTERING INTO AN AGREEMENT AND AGREEING TO PURCHASE CONVERTIBLE NOTE

For Individual Retirement Accounts: Read and approved:

I declare under penalty of perjury that the foregoing is true and correct. The undersigned has (have) executed this Subscription Agreement on this _____ day of, 20____, at.

(1) _____ (2) _____

Print Name If Signing for Entity: _____ Title: _____

NOTE: If the Convertible Note is to be registered in more than one name, all subscribers must sign.

SUBSCRIPTION ACCEPTED:

By: STEMMA CAPITAL, INC A South Dakota corporation

By: _____ Dated: _____ 20



ACCREDITED INVESTOR QUESTIONNAIRE

STEMMA CAPITAL, INC. A South Dakota corporation

In connection with my subscription Purchase of the Convertible Note offered by STEMMA CAPITAL, INC. a South Dakota corporation (the "Company"), I hereby represent and warrant to, and covenant with, the Company as follows:

1. I am an Accredited Investor, as defined in Rule 501 of Regulation D, as follows (check and initial applicable line):

Initial 1 Initial 2

A. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(13) of the Act; any investment company registered pursuant to the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration pursuant to Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

B. Any private business development company as defined in Section 202(a) 22 of the Investment Advisers Act of 1940;

- C. Any organization described in Section 501(c) 3 of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or Company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- D. Any director, executive officer, manager. or general partner of the issuer of the securities being offered or sold, or any director, executive officer, manager or general partner of a general partner or manager of that issuer;
- E. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$3,000,000 (the value of a natural person's primary residence is not included in the calculation of that net worth);
- F. Any natural person who had an individual income in excess of \$500,000 in each of the two most recent years or joint income with that person's spouse in excess of \$1,000,000 in each of those years and has a reasonable expectation of having the same income amount in the current year;
- G. Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); or
- H. Any entity in which all of the equity owners are accredited investors.

2. The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company

Note Holder:

Date: _____, 2023

Signature: _____

StemmaCapital, INC

CONFIDENTIAL

PRIVATE PLACEMENT MEMORANDUM