

SAINT VINCENT AND THE GRENADINES

THIS AGREEMENT is made the _____ day of _____ in the year of Our Lord Two Thousand and Twenty-Three BETWEEN **DREAMPLEXONE CO. LTD.** a limited liability company incorporated under the laws of the State of St. Vincent and the Grenadines and having its registered office at Richmond Hill, Kingstown in St. Vincent and the Grenadines and existing under the Companies Act Chapter 143 of the Revised Edition of the Laws of St. Vincent and the Grenadines 2009 (hereinafter referred to as “**the COMPANY**” which expression shall where the context so admits include its successors and assigns) of the **ONE PART** and _____ of _____ (hereinafter referred to as “**the INVESTOR**” which expression shall where the context so admits include his/her heirs executors administrators and assigns) of the **OTHER PART**.

WHEREAS by virtue of an Indenture dated the day of ... and bearing registration number the Company became the registered owner of a single floor dwelling house situate at Murray’s Village, Richmond Hill in this State (hereinafter referred to as “the Property”);

AND WHEREAS the Company is undertaking the renovation of the Property so that it is converted into a commercial building featuring two floors of commercial rental space and one floor with two two-bedroom Airbnb units (hereinafter referred to as "the Project") for which it requires funding;

AND WHEREAS the Investor is desirous of investing with the Company to undertake the Project and the Company wishes to accept the Investor’s investment in exchange for shares in the said Company subject to the terms and conditions set forth herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Investor agrees to invest with the Company and the Company accepts from the Investor the investment sum of _____ for the sole purpose of financing of the Project.

Director’s Initials

Investor’s Initials

2. In consideration of the said investment sum invested by the Investor (receipt of which the Company hereby acknowledges), the Investor shall be entitled to a share amount of _____ shares in the said Company identified as share certificate number
3. The Company covenants that the investment sum shall be used to finance the Project.
4. Should the Company fail to complete the Project on or before the Investor shall immediately be entitled to a full refund of the investment sum made under paragraph 1 above, said refund being paid to the Investor no later than five (5) calendar days of the breach, and this Agreement shall come to an end.
5. The Investor shall not be entitled to a refund of his investment unless there is a material breach of this Agreement by the Company.
6. In the event of a material breach of this Agreement and the Investor terminates this Agreement, the Company shall repurchase the Investor's shares at the original purchase price paid by the Investor.
7. The Company shall maintain the books, records, and other documents required by law and shall make available to the Investor an annual audited report of the Company at the end of each financial year.
8. The Company agrees to make available to the Investor a copy of its annual financial report at the end of each financial year. The financial report shall include the audited financial statements, cash flow statement, balance sheet, and any other relevant financial information related to the Project.
9. Unless the Directors of the Company shall determine in good faith that the Company reasonably needs to retain the net profit earned by the Company to meet its obligations or to maintain a sound financial condition in light of the Company's reasonable financial needs, the net profit earned by the Company in excess of _____ shall be distributed to the Investor in direct proportion to the number of shares owned by

Director's Initials

Investor's Initials

the Investor on an annual basis. The Investor expressly agrees that distributions may be paused or postponed as determined by the Directors of the Company.

10. The Investor agrees to keep all documents and information received from the Company, including but not limited to financial reports, business plans, and any other proprietary data, strictly confidential. The Investor shall not disclose or use this information for any purpose other than evaluating the investment and fulfilling obligations under this Agreement, without the prior written consent of the Company.
11. The Company expects the Investor to conduct due diligence on the Project and the Company's financials before signing this Agreement. The Investor acknowledges that they have had the opportunity to review all relevant documents and information necessary to make an informed investment decision.
12. The Investor expressly states that he/she has received independent legal advice before executing this Agreement.
13. This Agreement may be amended only by a written agreement executed and delivered by each of the parties herein.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of St. Vincent and the Grenadines.
15. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written.

IN WITNESS WHEREOF the Company and the Investor have hereunto set their respective hands and affixed their respective seals the day and year first hereinbefore written.

Director's Initials

Investor's Initials

THE COMMON SEAL OF)
DREAMPLEXONE CO. LTD. was)
hereunto affixed by:)

)
_____)

DIRECTOR)

)
_____)

DIRECTOR)

Countersigned by:)

)
_____)

SECRETARY)

In the presence of:)

)
_____)

)
_____)

SIGNED SEALED AND DELIVERED BY)

the within-named Investor)

in the presence of:)

)
_____)

)
_____)

Witness

INVESTOR

Director's Initials

Investor's Initials