



Tangier Service Capital Group, Ltd

(Regulated by the DFSA, UAE)

Investor's Packet

Unit GD-PB-04-06-OF-13
Level 6 Precinct Building 4
Dubai International Financial Centre, UAE

This Investor's Packet has been prepared by Tangier Service Capital Group Ltd an entity organized as a United Arab Emirates Company regulated by the DFSA UAE and is being provided to potential investors relating to a possible transaction involving projects available to Tangier Service Capital Group Ltd. While Tangier Service Capital Group Ltd and its affiliates have no reason to believe that any of the information contained in this Packet, including any financial projections, to be inaccurate or incomplete in any material respect, this document does not constitute a final offer to sell securities or a representation or warranty by Tangier Service Capital Group Ltd and its affiliates as to the accuracy or completeness of the information contained herein. Tangier Service Capital Group Ltd is NOT a licensed or bonded investment firm and provides these opportunities to a potential investor for the investor's consideration into a project(s).

(Last Updated)

January 2024

Information for Investor and Options

Tangier Service Enterprises (USA) has been around for over 14 years operating as a sole proprietorship and servicing our client's needs through all type of service such as security, background checks, fraud prevention, business plans, business consulting, and many other types of business and personal service not mentioned herein. In February of 2019 the officers of Tangier Service Enterprises agreed and decided to incorporate in order to branch out into financing and funding new and existing companies. Therefore, on February 8, 2019, we were incorporated as Tangier Service Enterprises, Inc. in the State of Texas in the United States of America focused on projects located in North and Central America which are carbon friendly, create many new jobs, renew blighted areas, educate the poorly educated and raise the standard of living for those in and around our projects. In December of 2021, Tangier Services Capital Group Ltd was incorporated in Dubai, United Arab Emirates providing us the ability to work directly with investors in the Middle East.

To have Tangier Service Capital Group Ltd be more flexible for our Project Teams, we also decided to take multiple approaches for our investors to choose. When a project receives investment funds from Tangier Service Capital Group Ltd, Tangier, and therefore the investor(s), will receive a total of forty percent (40%) equity in the project. The project is also provided with an option to purchase back thirty percent (30%) of the equity, at a later date, at the then market value for the shares. Investors may choose one or more options as defined below:

1. Be a direct investor(s) into a project based on your wants as the investor(s) to match your goals and objectives. You may choose to provide all the funds required by the project or work with other investors to join in on the project until 100% of the project's investments are met. Normally these decisions are left up to the investors to decide their preferences and not a decision made by the project owners. Some of these investors may also be an EB-5 investor.
2. Get your investment from the Tangier Service Capital Group investment pool where an investment can be spread across a pool of Projects, which we call general funding. However, your project cannot be an EB-5 project. When choosing an investment from the pool, each Project in the pool will have multiple Investors with Tangier Service Capital Group Ltd managing the investment for the pool of Projects.
3. Do a standard United States EB-5 registered investment option where the Project can help a foreign investor earn a faster path to citizenship in the United States for themselves and their family (spouse, children under 21 years old) by investing \$1.05 million in a registered EB-5 project (\$800,000 if in a Targeted Employment Area or TEA). Our subsidiary Americap Alliance EB5 Corporation will sponsor your project to USCIS for EB-5 funding.
4. You may also choose to have twenty percent (20%) of your total deposit with Tangier Service Capital Group Ltd be placed in the Principal Preservation Strategy group Quantum. Talk with a Tangier representative if you do not know about or understand how the Quantum Principal Preservation Strategy works to help protect your total investment from a potential loss.

Tangier Service Capital Group Ltd is always more interested in companies focused on green technologies, healthy foods products, farming, and mental/physical health. Our Company's Mission Statement is:

“To work with those who are focused on improving the quality of life of everyone all over the world”

Our Company Goals are:

- Create jobs
- Advance the life of others mentally, physically and spiritually
- Reduce the use of our earth's limited resources
- Bring life changing new technologies to the forefront
- Prove that a mix of cultures, races and religion can productively work towards success

Therefore, the projects we select for either EB-5 funding or general funding live up to our Mission and our Goals. You can be comfortable your invested funds are doing great things for the world while earning you a return for your future and your family's future.

This Investor's Packet is the paperwork Tangier Service Capital Group Ltd requires to properly record, track and report on your investment(s). Please fill out all information to the best of your abilities and knowledge to avoid us having to come back to you and slowing down the process for you.

We greatly appreciate you joining our team of investors and look forward to you being part of the family.

Tangier Service Capital Group Ltd request you please follow these steps to get started:

1. Review and sign the Letter of Intent included in this Investor's Packet.
2. Review, fill out, include requested information and sign the Know Your Customer form included in this Investor's Packet,. This information is immediately needed to register you into our system and to perform due diligence.
3. Review and sign the NCND Agreement included in this Investor's Packet (please consult with your legal counsel before signing).
4. Review and sign the Investor's Agreement included in this Investor's Packet (please consult with your legal counsel before signing).
5. Review fill out or sign the Beneficiary Designation Form included in this Investor's Packet.

Please ask any questions you have before moving forward with your investment. We are here to serve you !!!!

Investor Letter of Intent

This Letter of Intent (LOI) is between Tangier Service Capital Group Ltd and the Investor as signed on this letter and who intends, but not required, to place an investment through Tangier Service Capital Group Ltd in exchange for equity in one or multiple projects for your investment. This offering is not a loan but an investment into companies located mainly in the United States with some projects in Canada, Mexico and Central America. This letter sets forth the specific intentions regarding the investment including the amount the Investor intends to be invested and whether the investor is wanting the EB-5 investment option.

This letter serves as signed verification the Investor intends to make an investment via Tangier Service Capital Group Ltd which will use your investment towards pre-screened projects, and it is formal notice by the Investor to Tangier Service Capital Group Ltd to consider the investment potential.

Your investment will be for ownership into one or more companies via shares issued by the company or companies to serve as the collateral for the investment. Tangier Service Capital Group, Ltd. negotiates with the company as to how many shares will be made available for the investment into the company using Standard Accounting Principles for the company's valuation versus the value of the funds injected into the company, if an already existing company, or for startups, the projected valuation of the company over the first 5-10 years. Tangier Service Capital Group Ltd will work with the company to reach a final agreement on percentage of ownership (normally 40%) before offering on any particular opportunity to an Investor.

By signing this Letter of Intent, you agree to provide the necessary information requested in this Investor's Packet, as defined above in steps 1-5, which is required by Tangier Service Capital Group Ltd.

If Investor wants to submit an EB-5 investment, Investor understands and agrees to provide the minimum investment funds as currently defined by the United States Citizenship and Immigration Services (USCIS) being One Million and Fifty Thousand USD (\$1,050,000) or Eight Hundred Thousand USD (\$800,000) for a Targeted Employment Area (TEA) EB-5 project (these requirements from USCIS can quickly change). Investor also understands an EB-5 investment can provide United States citizenship to the Investor, their spouse and any children under 21 years of age. Investor also understands **no other family members**, including their parents, brothers or sisters, will be eligible to receive citizenship and it will be years before obtaining final citizenship.

As an Investor you may choose to (besides or in addition to an EB-5 investment) have your investment be part of the Tangier Service Capital Group Ltd's Group fund and / or part of a direct investment into a specific project and / or placed into the Principal Preservation Strategy company Quantum. Being in the Group fund means your investment would be across multiple projects. A direct investment means your investment would be in a particular project. Placing 20% of your investment into the Quantum Principle Preservation Strategy provides the means to, but cannot guarantee, the means to recover your entire initial investment in approximately three years.

As an Investor, please understand you may have part of your investment as an EB-5 investment (meeting the EB-5 terms) to obtain a faster path to citizenship in the United States. As an investor wanting to participate in the United States EB-5 program, you need to also understand this program is known to quickly change especially when new United States administrations are elected in the United States. We are flexible and the choices are yours.

Initially Tangier Service Capital Group Ltd needs to understand your intentions for investing in and with us. We ask you to provide your answers to the following questions, however you can change your mind on any answer until a final Investor's Agreement is executed.

1. You will be making an investment? Yes No
2. Will your investment be an EB-5 Investment? Yes No
3. If EB-5 Investment, will it include family members? Yes No
4. Are you interested in placing 20% of your Yes No
Investment in the Quantum Principal Preservation Strategy?
5. How much do you intend to invest (in USD)? \$ _____
6. Are you also interested in a direct Group fund investment? Direct
Group Fund

(Check both if interested in both investment options)

On the following pages are forms which must be completed by the Investor, whether an individual or company, to move forward with your intended investment. Please fill out and sign the Investor's Information Sheet and the Non-Circumvent Non-Disclosure Agreement. The other forms are included in this Investor's Packet for you to study and understand before completing and signing those forms with us.

TANGIER SERVICE CAPITAL GROUP, LTD

INVESTOR

Signed: _____

Signed: _____

By: _____

By: _____

Date: _____

Date: _____

Investor's Information Sheet ("Know Your Customer")

Company/Personal Legal Name	
Company DBA Name if used	
Legal Company Structure (LLC, C Corp, etc.)	
Name of Primary Company Contact	
Company TaxID (EIN)/Personal TaxID (SSN)	
Address Field 1	
Address Field 2	
City	
State/Province, Postal Code and Country	
Primary Phone Number	
Secondary Phone Number	
Primary E-Mail Address	
Bank Name and Branch	
Bank Manager Name	
Bank Phone Number	
Expected Initial Investment Amount	
Is all or any to be an EB-5 Investment?	
Referred By	
Date of Birth	
Passport Number (Include Copy of Passport)	
Passport Country of Issue	
Passport Issued Date	
Passport Expiration Date	
USA Citizen Accredited Investor (Check One)	YES <input type="checkbox"/> NO <input type="checkbox"/> (See below for qualifications)

In order to qualify as a USA accredited investor, you **MUST** accomplish at least one of the following:

- 1) Earn an individual income of more than \$200,000 per year, or a joint income of \$300,000, in each of the last two years and expect to reasonably maintain the same level of income.
- 2) Have a net worth exceeding \$1 million, either individually or jointly with his or her spouse, excluding your primary residence.
- 3) Be a general partner, executive officer, director or a related combination thereof for the issuer of a security being offered.

These investors are considered to be fully functional without all the restrictions of the SEC.

An employee benefit plan, trust, partnerships, corporations, and nonprofits may be qualified as Accredited investors if total assets are in excess of \$5 million or all of the equity owners are Accredited Investors.

UAE Citizen Accredited Investor (Check One)	YES	NO	(See below for qualifications)
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In order to qualify as a UAE accredited investor, you **MUST** meet the following conditions:

- 1) Net equity, not including your main home, is valued at four (4) million AED or more.
- 2) Annual income is not less than one (1) million AED annually.
- 3) Declare you have adequate knowledge and experience in the field of investment and its risks, or represented by an entity licensed by Authority without prejudice to the terms of its licensing.

These investors are considered to be fully functional investors without restrictions.

Investor Attests all invested funds are legally earned, are free and clear, and were not generated through any illegal or terroristic means.

If Investor intends to use the EB-5 Program, Investor attests EB-5 invested funds are from Investor's personal funds and not from a corporation, company or someone else's funds.

Investor's Corporate Title (if applicable): _____

Please provide copy of your or Principle's Passport (or US Driver's License if no Passport and US Company)

If Company, include Signed Corporate Resolution to make the investment. NOTE: A Company investment is NOT eligible for EB-5 investment.

Investor's Signature: _____ Date: _____

MUTUAL CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This Mutual Confidentiality, Non-Disclosure and Non-Circumvention Agreement (this "Agreement") is entered into on this date as signed at the end of this NCND by and between **Tangier Service Capital Group Ltd.**, a United Arab Emirates Company domiciled in the city of Dubai, whose principal business office is located at Unit GD-PB-04-06-OF-13, Level 6 Precinct Building 4, Dubai International Financial Centre, UAE, hereafter referred to as "**TANGIER**" and Investor, as documented in the included Investor's KYC, hereafter referred to as "**INVESTOR**", collectively with TANGIER and INVESTOR hereafter referred to as "**Parties**".

WHEREAS, both Parties wish to disclose (a "**Disclosing Party**"), and both Parties wish to receive (a "**Receiving Party**"), certain confidential and proprietary information in regard to business and financial dealings relating to activities between the Parties; and

WHEREAS, both Parties recognize that there is a need to provide for the protection of such confidential and proprietary information from any unauthorized copying, use, and/or disclosure.

NOW THEREFORE, in consideration for the mutual representations and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. As used herein, the term "**Confidential Information**" shall mean any and all financial and non-financial information including processes, trade secrets and proprietary information, know-how, associates, partners, patented analysis, techniques, and formulae related to the current, future and proposed offerings, products and services of each of the Parties and includes, without limitation, their respective information concerning research, experimental work, development, design details and specifications, financial information, customer lists, business forecasts, and personal information. If Confidential Information is embodied in tangible material, it shall be labeled as "Confidential" or bear a similar legend. If Confidential Information is disclosed orally or visually, it shall be identified as such at the time of disclosure and be confirmed in writing to the Receiving Party within thirty (30) days of such disclosure and including therein a brief description of the Confidential Information disclosed.
2. The Receiving Party shall hold in strict trust and confidence all Confidential Information provided by or on behalf of the Disclosing Party and shall not disclose such Confidential Information to any person or use such information for any purpose other than in connection with the evaluation of any proposed business transaction and in performing its obligations in connection with any consummated business transaction between the Parties. Each Party hereto agrees that if a copy of any Confidential Information is deemed necessary or desirable, the Receiving Party shall request that the Disclosing Party provide such copies. It is understood, acknowledged and agreed that by disclosing Confidential Information hereunder, the Disclosing Party does not grant to the Receiving Party any express, implied or other license or right under any patents, trademarks, service marks or any other intellectual property rights of the Disclosing Party.
3. The Receiving Party shall use the same degree of care and discretion to avoid disclosure, publication or dissemination of the Disclosing Party's Confidential Information as the Receiving Party employs with respect to its own Confidential Information. At a minimum, the Parties agree to use reasonable commercial efforts to protect all Confidential Information.
4. Notwithstanding any other provisions of this Agreement, the obligations specified in Sections 2 and 3, above, shall not apply to any information:

- A. that is already in the possession of the Receiving Party without obligation of confidence;
 - B. that is independently developed by the Receiving Party as shown by adequate documentation;
 - C. that is or becomes publicly available without breach of this Agreement;
 - D. that is released for disclosure by the Disclosing Party with its written consent; or
 - E. that is hereafter rightfully furnished to either Party by a third party without breach of any separate confidentiality obligation.
5. Both Parties agree that they will not disclose the existence of, or the terms and conditions contained within this Agreement without the written consent of the other Party.
 6. Neither Party hereto makes any representation, warranty or guarantee regarding the accuracy or completeness of any Confidential Information disclosed hereunder or that any such Confidential Information does not infringe upon the intellectual property rights of any third party.
 7. Each Party hereto shall disclose the Disclosing Party's Confidential Information only to those who have an existing confidentiality obligation with the Receiving Party or is otherwise under a professional code of conduct requiring them to keep such information strictly confidential. Confidential Information may be disclosed by a Receiving Party to a legislative, judicial or regulatory body to the extent necessary to comply with any applicable law, rule, regulation or Order from a court of competent jurisdiction; provided that, prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such disclosure obligation so that the Disclosing Party may, if it so elects and at its sole cost and expense, seek the prevention of any Confidential Information or to otherwise restrict the scope of any such mandated disclosure.
 8. The Parties agree they will not reverse engineer, decompile, disassemble or re-engineer any techniques and/or technology disclosed pursuant to this Agreement, nor shall they create the analysis or structural framework of any techniques, products and/or technology disclosed hereunder, whether from Tangier or one of Tangier's projects.
 9. Each Party shall at all times segregate the Disclosing Party's Confidential Information from their own Confidential Information and the Confidential Information and materials of third parties so as to prevent commingling.
 10. Upon receipt of written request from the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information disclosed to the Receiving Party. Any Confidential Information which by its nature cannot be returned must be destroyed and so certified by the Receiving Party.
 11. The Parties mutually recognize that in the course of evaluating any proposed business transaction or arrangement, each may learn from the other (including associates, agents, relatives, fiduciaries or third parties) the identity, address and or telephone numbers and other means of access thereto of clients, brokers, sellers, financiers and/or bank or trust contacts and other pertinent miscellaneous contacts (hereinafter referred to as "**confidential sources**") which each Party acquired by the investment of time, expense and effort. The Parties agree they will not usurp or circumvent these relationships and acknowledge and agree that all such confidential sources are valuable and remain the property of the Parties hereto.

12. The Parties agree not to circumvent, avoid, duplicate, bypass or obviate each other, directly or indirectly, to avoid payment of fees, commissions or other forms of earned, due and payable compensation in any transaction with any corporation, partnership, individual or other confidential sources, revealed by either Party to the other, in connection with the pursuit of any business transaction or arrangement.
13. The Parties agree that no Party (including associates, agents, affiliates and /or representatives of such Party) will attempt, directly or indirectly to contact the other Party's confidential sources on matters relating to any proposed business transaction or arrangement or negotiate with confidential sources or use Confidential Information of the other Party, except through such other Party. If, within the past twelve (12) months, either Party has had communications or contact or is currently having communications or contact with a confidential source of the other Party hereto related to the proposed business transaction or arrangement, such Party must disclose within ten (10) business days said previous working relationship and show written proof of such relationship.
14. The term of this Agreement shall be five (5) years.
15. In the event any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof. The balance of the Agreement shall continue in full force and effect; provided, however, that if the severing of such provisions results in a material alteration of this Agreement, the remaining provisions of this Agreement shall be adjusted equitably so that no Party benefits disproportionately.
16. The Parties agree that money damages alone are insufficient remedy for any violation or threatened violation of this Agreement. The Parties therefore agree that they shall each be entitled to immediate injunctive relief as a remedy for any actual or threatened breach of this Agreement without the need or requirement to post any form or amount of collateral security. Such remedy shall not be the exclusive remedy for any breach of this Agreement but shall be in addition to any other available remedies.
17. This Agreement is binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign all or any portion of their rights, duties or obligations under this Agreement, by operation of law or otherwise without the express written consent of the other Party.
18. This Agreement represents the entire understanding of the Parties as to the matters contained herein and supersedes all other disclosure and circumvent agreements, oral or written, express or implied, between the Parties as of the effective date of this Agreement. This Agreement will not be amended except in writing by a duly authorized representative of each of the Parties. Any conflict between the language on any specified legend or stamp on any Confidential Information disclosed hereunder and this Agreement shall be resolved in favor of the language of this Agreement.
19. IT IS THE INTENTION OF THE PARTIES THAT THIS AGREEMENT AND THE PERFORMANCE HEREUNDER BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, COUNTRY OF THE UNITED STATES OF AMERICA WITHOUT REGARD TO ITS PRINCIPLES CONCERNING CONFLICTS OF LAWS. ANY ACTION OR PROCEEDING ARISING OUT OF, IN CONJUNCTION WITH, OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT SOLELY IN THE STATE OR FEDERAL COURTS OF DALLAS COUNTY, TEXAS USA. AS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS THE PERSONAL AND SUBJECT MATTER JURISDICTION OF SUCH COURTS AND COVENANT TO ONE ANOTHER THAT

THEY SHALL NOT CHALLENGE SUCH FORUM UNDER THE THEORY OF FORUM NON-CONVENES OR ANY OTHER LEGAL THEORY AND SHALL NOT BRING ANY SUCH PROCEEDING IN ANY OTHER COURT IN ANY OTHER JURISDICTION.

20. The Parties intend that if a dispute arises under or relating to the Agreement, it should be resolved quickly, forthrightly, and on a businesslike basis. Accordingly, and notwithstanding the provisions of Section 19 hereof, the Parties agree that their first resort will be friendly discussion and negotiation to reach an amicable resolution of such dispute. The Parties further agree, however, that if they cannot resolve the dispute among themselves, they will attempt binding arbitration at the earliest practicable time with the costs of the arbitrator to be borne equally between them. The arbitrator will be a person of their joint selection or, if they cannot agree one will be appointed by the American Arbitration Association and the arbitration will take place in Dallas County, Texas. The arbitrator may direct that the losing Party pay the costs and expenses of arbitration incurred by the prevailing Party (including, but not limited to, reasonably attorneys’ fees); however, such arbitrator shall not have the power or authority to award any consequential, special, incidental or punitive damages to the prevailing Party.

21. This Agreement may be executed in multiple counterparts by circulation of facsimile or electronic signatures. The Parties agree that such facsimile and electronic signatures shall be as valid and enforceable as original signatures.

IN WITNESS WHEREOF, the authorized representative of each Party hereto has hereunto set their respective hand as of the date and year first above written.

TANGIER SERVICE CAPITAL GROUP, LTD

INVESTOR

Signed: _____

Signed: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Tangier Service Capital Group Ltd
Unit GD-PB-04-06-OF-13
Level 6 Precinct Building 4
Dubai International Financial Centre
UAE

INVESTOR'S AGREEMENT

THIS INVESTOR'S AGREEMENT (this "Agreement") is dated as of the date signed at the end of this Agreement.

BETWEEN:

Tangier Service Capital Group Ltd of Unit GD-PB-04-06-OF-13, Level 6 Precinct Building 4, Dubai International Financial Centre, UAE , (the "Company")

OF THE FIRST PART; AND

_____ (the "Investor")

OF THE SECOND PART;

with both Company and Investor being referred to as "Party" or "Parties" and all currency is listed in United States Dollars (USD).

IN CONSIDERATION OF the Company requesting Investment Funds for various projects (the "Project" or "Projects") and the Investor providing money to the Company to be used as an investment into the Company's potentially various Projects, both parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

Investment Amount & Equity

1. The Investor shall provide a deposit in the total amount of \$ _____ USD (the "Investment") into the Company's Depository Bank Account for assignment to a Company's Project(s) as both Parties agree.
 - a) Projects' details will be provided to Investor, when requested, prior to making a Project investment.
 - b) Investor has the option to have the first Investment into any Project, as a direct Investment into an agreed upon Project, or permit the Company to invest via the Company's Group fund.

2. The Investor will transfer to the Company the entire investment amount, upon execution of this Agreement, to defined investment areas as defined in Item 1.
3. Company will provide Investor the necessary documentation and agreements to prove Investor's ownership in whichever Company's Projects, or Project Group fund (s), including amount invested and percentage of ownership in Project and/or Group fund.

Security

4. This Investment is secured by the following securities/assets (the "Security"):
 - a) The Investment will be secured by up to forty percent (40%) ownership in the Company depending on how much is invested.
 - b) Liens on any property and land obtained or developed by the invested Project.
 - c) Liens on any Intellectual Property (IP) purchased or developed by the invested Project.
5. Any Projects will list the Company as an owner in the Project with all State and local authorities. Any Projects will also work with Company to obtain any liens on property or other assets being used as collateral for the Project's investment.
6. Investor will receive distributions from their invested Projects on a yearly basis based on the Project's performance and Investor's percentage ownership in the Project.
7. The Investor will permit the project to "clawback" up to thirty percent (30%) of the equity owned by the Investor (whether all or partial) as the Project becomes profitable and has provided dividends from the Project being paid out to Investor based on Investor's percentage of ownership in the Project.
8. Investor has the option to place twenty percent (20%) of Investor's initial investment funds to Company into the Quantum Principal Preservation Strategy system to diversify their investment between Project(s) and Quantum.

Fees

9. Investor understands and agrees the Company can charge Projects a fee for the acquisition, processing and providing the investment funds to the Projects.
 - a) Fees can include United States Government fees, foreign country fees (if applicable), plus some minor miscellaneous fees, with any remaining fee money to Company for their services.
10. Investor understands and agrees the Company will charge Projects, if necessary, a yearly consulting fee of up to \$250,000, depending on the size of the Project's investment, for the oversight and monitoring of the Project's management and expenses as compared to Project's Business Plan and Pro Forma.
11. Investor understands and agrees their estimated total Investment amount is as stated in Item 1 of this Agreement.

Projects' Oversight

12. Projects agree to provide Company access to their books every quarter to permit Company to verify how Project is using and spending the Investment.
13. Company has the right to perform an on-site visit with the Projects at any time and the Projects cannot refuse the Company's visit.
14. Company will provide Investor quarterly Progress Reports on the status of the Company and each Project.
 - a) Progress Reports will be provided to Investor 30-60 days into each quarter to give Company time to create the progress reports after receiving data from Projects.

Taxes

15. Company represents and warrants to the Investor the understanding and agreement, that the Company and Company Projects are 100% responsible for, and will timely pay all taxes that may be assessed against the Projects by any taxing authority or taxing entity, including but not limited to any State or Federal taxing authority for Company and the country of a Project's company registration, which may assess taxes against Projects for any money received or paid out to the Projects by Company pursuant to the terms of the Project's Agreement. Projects must agree to defend and indemnify Investor and Company from the payment of any taxes, assessments, interest or penalties assessed against Project by any taxing authority or taxing entity, including the payment of all attorneys' fees and costs that may be incurred by Company or Investor, should Project fail to pay all taxes assessed by any taxing authority or taxing entity.
16. Investor understands and agrees Investor is responsible for the determination and payment of their own taxes associated with their investment returns in Investor's own country of residence. Investor agrees to defend and indemnify Company and Project(s) from the payment of any taxes, assessments, interest or penalties assessed against Investor by any taxing authority or taxing entity, including the payment of all attorneys' fees and costs that may be incurred by Company or Project(s), should Investor fail to pay all taxes assessed by any taxing authority or taxing entity.
17. Company recommends Investor obtain advice from Investor's Tax Account or CPA to determine how Investor should best handle taxes for the Investor's circumstances.

Governing Law

18. This Agreement will be construed in accordance with and governed by the laws of the Country of United Arab Emirates.

Binding Effect

19. This Agreement will be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Investor and Company.

Amendments

20. This Agreement may only be amended or modified by a written instrument executed by both the Investor and the Company.

Severability

21. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

22. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
23. Time is of the essence in this Agreement.
24. No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
25. This Agreement may be executed in counterparts. Facsimile and email signatures are binding and are considered to be original signatures.
26. If, at the time of execution of this Agreement, there is a pre-existing Investors agreement still in effect between the parties to this Agreement, then in consideration of and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, this Agreement will supersede any and all pre-existing agreements between the Company and the Investor. Any duties, obligations and liabilities still in effect from any pre-existing Investment agreements are void and no longer enforceable after execution of this Agreement.

Entire Agreement

27. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and on this _____ day of _____ 2024.

COMPANY

INVESTOR

Authorized Person: John McGinnis

Authorized Person: _____

Title: President

Title: _____

Signature: _____

Signature: _____

This Portion Intentionally Left Blank

Tangier Service Capital Group Ltd Beneficiary Designation Form

Add/Change Beneficiary Designation

Date: _____

The undersigned is (are) the owner(s) of: _____
List all account numbers **on which** you want to add/change beneficiary(ies)

Owner(s) Name(s): _____
Name(s) of Account Holder(s) / **Name(s) of Account Holder(s) must match account records**

Effective this date: _____

I/(We) wish to add/change our existing beneficiary(ies) designation(s) to the ones listed below and direct SGS to add/change the above listed account to the following Beneficiary(ies):

1.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%; border-bottom: 1px solid black;">Name of beneficiary</td> <td style="width: 40%; border-bottom: 1px solid black;">Address</td> <td style="width: 25%; border-bottom: 1px solid black;">Phone Number</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Citizenship</td> <td style="border-bottom: 1px solid black;">Date of Birth: dd/mm/yyyy</td> <td style="border-bottom: 1px solid black;">Relationship to Primary Holder</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;">% Assigned</td> </tr> </table>	Name of beneficiary	Address	Phone Number	Citizenship	Date of Birth: dd/mm/yyyy	Relationship to Primary Holder			% Assigned
Name of beneficiary	Address	Phone Number								
Citizenship	Date of Birth: dd/mm/yyyy	Relationship to Primary Holder								
		% Assigned								
2.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%; border-bottom: 1px solid black;">Name of beneficiary</td> <td style="width: 40%; border-bottom: 1px solid black;">Address</td> <td style="width: 25%; border-bottom: 1px solid black;">Phone Number</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Citizenship</td> <td style="border-bottom: 1px solid black;">Date of Birth: dd/mm/yyyy</td> <td style="border-bottom: 1px solid black;">Relationship to Primary Holder</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;">% Assigned</td> </tr> </table>	Name of beneficiary	Address	Phone Number	Citizenship	Date of Birth: dd/mm/yyyy	Relationship to Primary Holder			% Assigned
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Name of beneficiary	Address	Phone Number								
Citizenship	Date of Birth: dd/mm/yyyy	Relationship to Primary Holder								
		% Assigned								

Please use additional forms if you have more than 3 Beneficiaries

Per US Federal Law, if Account Holder is married and if Account Holder's Spouse is not assigned 50% or higher, this form MUST have Account Holder's Spouse's signature below.

 Signature of Account Holder's Spouse (if Required)

I/We authorize Tangier Service Capital Group Ltd to accept the above named beneficiary(ies) on any subsequent accounts that are opened as a result of a complete or partial transfer from the above listed accounts or any accounts opened thereafter from those subsequent accounts that was/were held under the same account title as above, with the same effect as if I/we had/have signed them.

I/We agree to follow such security procedures Tangier Service Capital Group Ltd as may require and provide my/our signature(s), if requested. Tangier Service Capital Group Ltd may refuse to accept such instructions or may require updated information.

 Signature Primary Account Holder Date: dd/mm/yyyy

 Signature Co-Account Holder (B) Date: dd/mm/yyyy

 Signature Co-Account Holder (C) Date: dd/mm/yyyy

 Signature Co-Account Holder (D) Date: dd/mm/yyyy