



PRIVATE PLACEMENT MEMORANDUM  
WESTLANDWORLD, INC



CONFIDENTIAL

SEPTEMBER 20, 2025

**WESTLAND WORLD, INC**  
**CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM**  
**OFFERING OF \$20,000,000.00**  
**IN SHARES**

**Dated as of September 31, 2025**

This Confidential Private Placement Memorandum (this “Memorandum”) has been prepared solely for prospective investors on a confidential basis considering the purchase of corporation preferred share WLSC (the “Shares”, “WLSC” or “Securities”) in Westland World, Inc (“Westland”, “we”, “us”, or “our”), a Florida Corporation (the “Company”).

The WLSC is offering up to \$20,000,000.00 in Shares (the “Offering”).

The Securities will be offered and sold in the United States of America exclusively to U.S. Persons who are “accredited investors,” as such term is defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”), in reliance on the exemption from registration provided by Regulation D. Outside the United States of America, the Securities may be offered and sold to non-U.S. Persons, whether or not they qualify as “accredited investors” under the Securities Act, in compliance with the exemption provided by Regulation S. The Westland will require that investors provide sufficient information to verify their eligibility under the applicable exemption. See “VIII. SUBSCRIPTION PROCEDURES”.

The WSLC was formed as a preferred equity of Westland World, Inc under the Florida Business Corporation Act. It operates as a separate and distinct investment vehicle with its own assets, liabilities, business purpose, and governance structure. The WLSC was created for the purpose of acquiring equity or preferred equity in real estate (“Real Asset”) some of them issued or originated by other designated Westland or companies related to the Company. These assets may include, but are not limited to, land, commercial or residential real estate, which may be originated by other share classes formed under the same Company or by other third parties.

The Shares will be issued subject to the terms and conditions set forth in a subscription agreement, a form of which is attached hereto as EXHIBIT A-1(for U.S. Persons who are Accredited Investors) and EXHIBIT A-2 (For Non-US Persons) (individually, “Subscription Agreement”, and both Exhibits, the “Subscription Agreements”), which includes representations, warranties, and other provisions applicable to the Offering. Any investment in the Securities should be made only after a full review of this Memorandum and consultation with independent legal and financial counsel.

Capitalized terms used in this memorandum and not otherwise defined herein shall have the meanings ascribed to them in SCHEDULE 1 (the “Schedule of Defined Terms”), which forms an integral part of this Memorandum. Defined terms shall apply equally to singular and plural forms, and references to any agreement or document include any amendments or supplements thereto.

**THIS IS A SPECULATIVE INVESTMENT AND INVOLVES A HIGH DEGREE OF RISK. THE WLSC IS IN ITS DEVELOPMENT STAGE, HAS A LIMITED OPERATING HISTORY AND IS SUBJECT TO THE RISKS INHERENT IN A NEW BUSINESS ENTERPRISE. AN INVESTOR SHOULD NOT PURCHASE ANY SECURITIES UNLESS THEY ARE PREPARED TO LOSE THEIR ENTIRE INVESTMENT. SEE “II. RISK FACTORS”.**

**THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, NOR UNDER THE SECURITIES LAWS OF ANY U.S. STATE OR FOREIGN JURISDICTION. THE SECURITIES ARE BEING OFFERED AND SOLD (I) WITHIN THE UNITED STATES ONLY TO “ACCREDITED INVESTORS” IN RELIANCE ON REGULATION D UNDER THE**

SECURITIES ACT, AND (II) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH REGULATION S.

NEITHER THE U.S. SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE OR FOREIGN SECURITIES AUTHORITY HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR ANY OTHER LITERATURE FURNISHED TO PROSPECTIVE INVESTORS IN CONNECTION WITH THE OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR IN ANY DOMESTIC OR FOREIGN JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE MAKING OF SUCH AN OFFER OR SOLICITATION WOULD BE UNLAWFUL. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE WLSC, IS PROHIBITED. BY ACCEPTING THIS MEMORANDUM, EACH PROSPECTIVE INVESTOR AGREES WITH THE FOREGOING.

#### **Forward-Looking Statements**

THIS MEMORANDUM (AND THE SCHEDULES AND EXHIBITS ATTACHED HERETO) CONTAINS FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF SECTION 27 (A)(i)(1) OF THE SECURITIES ACT AND SECTION 21B (i)(1) OF THE SECURITIES EXCHANGE ACT. WHEN USED IN THIS MEMORANDUM, WORDS SUCH AS “BELIEVE”, “ANTICIPATE”, “INTEND” “PLAN” “SEEK” “WILL BE” “EXPECTS” “ESTIMATES” “PROJECTS” AND SIMILAR EXPRESSIONS IDENTIFY SUCH FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS REGARDING FUTURE EVENTS AND/OR THE FUTURE FINANCIAL PERFORMANCE OF THE WLSC ARE SUBJECT TO CERTAIN RISKS AND UNCERTAINTIES WHICH COULD CAUSE ACTUAL EVENTS OR THE ACTUAL FUTURE RESULTS OF THE WLSC TO DIFFER MATERIALLY FROM SUCH FORWARD-LOOKING STATEMENTS. CERTAIN OF THESE RISKS INCLUDE CHANGES IN THE MARKETS IN WHICH THE WLSC OPERATES, TECHNOLOGICAL ADVANCES, CHANGES IN APPLICABLE REGULATIONS AND NEW ENTRIES INTO THE MARKET. IN LIGHT OF THE SIGNIFICANT RISKS AND UNCERTAINTIES INHERENT IN THE FORWARD-LOOKING STATEMENTS INCLUDED HEREIN, THE INCLUSION OF SUCH STATEMENTS SHOULD NOT BE REGARDED AS A REPRESENTATION BY THE WLSC OR ANY OTHER PERSON THAT THE OBJECTIVES AND PLANS OF THE WLSC WILL BE ACHIEVED.

EXCEPT WHERE OTHERWISE SPECIFICALLY INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY OFFER, SALE, OR ISSUANCE OF SECURITIES MADE PURSUANT TO THIS MEMORANDUM SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF OR THAT THERE HAS NOT BEEN ANY CHANGE IN THE FACTS SET FORTH IN THIS DOCUMENT OR IN THE AFFAIRS OF THE WLSC SINCE THE DATE HEREOF. NEITHER THE WLSC NOR ANY OTHER PERSON SHALL HAVE ANY DUTY TO UPDATE ANY INFORMATION CONTAINED IN THIS MEMORANDUM. FURTHER INFORMATION IS AVAILABLE UPON REQUEST.

THE OFFERING IS NOT UNDERWRITTEN AND THE OFFERING PRICE HAS BEEN ARBITRARILY SET BY THE WLSC. SECURITIES MAY BE SOLD BY FINRA SHAREHOLDERS WHO WILL BE REQUIRED TO ENTER INTO PARTICIPATING DEALER AGREEMENTS WITH THE WLSC. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM (AND THE SCHEDULES AND EXHIBITS ATTACHED HERETO) AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. PRIOR TO THE ACQUISITION BY ANY PROSPECTIVE INVESTOR OF SECURITIES DESCRIBED HEREIN, SUCH PROSPECTIVE INVESTOR AND/OR THEIR REPRESENTATIVES, IF ANY, WILL HAVE AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, REPRESENTATIVES OF THE WLSC CONCERNING ANY ASPECT OF THE TRANSACTION DESCRIBED HEREIN AND TO OBTAIN FROM THEM ANY ADDITIONAL INFORMATION NECESSARY TO VERIFY THE INFORMATION SET FORTH IN THIS MEMORANDUM TO THE EXTENT THAT THEY POSSESS SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE.

THIS MEMORANDUM (AND THE SCHEDULES AND EXHIBITS ATTACHED HERETO) DOES NOT PURPORT TO BE ALL-INCLUSIVE OR CONTAIN ALL INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN INVESTIGATING THE WLSC. EACH PROSPECTIVE INVESTOR MUST RELY ON THEIR OWN EXAMINATION OF THE WLSC AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SECURITIES. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS INVESTMENT, LEGAL, TAX, OR OTHER ADVICE. PROSPECTIVE INVESTORS MUST RELY UPON THEIR OWN RESPECTIVE REPRESENTATIVES, INCLUDING THEIR OWN RESPECTIVE LEGAL COUNSEL AND ACCOUNTANTS, AS TO LEGAL AND OTHER MATTERS CONCERNING AN INVESTMENT IN THE WLSC.

THE SECURITIES DESCRIBED HEREIN MAY NOT BE SOLD, TRANSFERRED, PLEDGED, OR OTHERWISE DISPOSED OF UNLESS THE TRANSACTION COMPLIES WITH, OR IS EXEMPT FROM, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS. OFFERS AND SALES WITHIN THE UNITED STATES ARE LIMITED TO ACCREDITED INVESTORS IN RELIANCE ON REGULATION D, AND OFFERS AND SALES OUTSIDE THE UNITED STATES MAY BE MADE ONLY IN COMPLIANCE WITH REGULATION S. THERE IS NO PUBLIC MARKET FOR THE SECURITIES BEING OFFERED, AND NONE IS EXPECTED TO DEVELOP IN THE NEAR FUTURE.

**THE SECURITIES MAY BE SOLD ONLY TO ACCREDITED INVESTORS, WHICH FOR NATURAL PERSONS, ARE INVESTORS WHO MEET CERTAIN MINIMUM ANNUAL INCOME OR NET WORTH THRESHOLDS (See "VII. SUITABILITY STANDARDS")**.

**THE SECURITIES ARE BEING OFFERED IN RELIANCE ON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ARE NOT REQUIRED TO COMPLY WITH SPECIFIC DISCLOSURE REQUIREMENTS THAT APPLY TO REGISTRATION UNDER THE SECURITIES ACT.**

**THE U.S. SECURITIES AND EXCHANGE COMMISSION HAS NOT PASSED UPON THE MERITS OF OR GIVEN ITS APPROVAL TO THE SECURITIES, THE TERMS OF**

**THE OFFERING, OR THE ACCURACY OR COMPLETENESS OF ANY OFFERING MATERIALS.**

**THE SECURITIES ARE SUBJECT TO LEGAL RESTRICTIONS ON TRANSFER AND RESALE AND INVESTORS SHOULD NOT ASSUME THEY WILL BE ABLE TO RESELL THEIR SECURITIES.**

**INVESTING IN SECURITIES INVOLVES RISK, AND INVESTORS SHOULD BE ABLE TO BEAR THE LOSS OF THEIR INVESTMENT.**

## **SPECIAL LEGENDS – U.S. STATES AND FOREIGN JURISDICTIONS**

### **FOR FLORIDA RESIDENTS ONLY**

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT (THE “FLORIDA ACT”). THIS OFFERING IS MADE PURSUANT TO AN EXEMPTION UNDER SECTION 517.061(10) OF THE FLORIDA ACT. IN ACCORDANCE WITH THIS SECTION, FLORIDA RESIDENTS WHO PURCHASE SECURITIES IN THIS OFFERING HAVE THE RIGHT, WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE ISSUER, OR AN AGENT OF THE ISSUER, TO RESCIND THE PURCHASE AND RECEIVE A FULL RECOMPANY OF ANY CONSIDERATION PAID. THE AVAILABILITY OF THE PRIVILEGE TO VOID SALES PURSUANT TO SECTION 517.061 (10) OF THE FLORIDA ACT IS HEREBY COMMUNICATED TO EACH FLORIDA PURCHASER.

PURSUANT TO APPLICABLE FLORIDA LAW, EACH FLORIDA PURCHASER MUST ACKNOWLEDGE IN WRITING THAT THESE SECURITIES ARE BEING ACQUIRED FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO RESALE OR DISTRIBUTION, AND THAT THEY ARE NOT REGISTERED UNDER FLORIDA LAW. THIS LEGEND IS PROVIDED IN COMPLIANCE WITH FLORIDA LAW AND DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION WHERE SUCH OFFER OR SALE WOULD BE UNLAWFUL.

### **FOR BRAZIL RESIDENTS ONLY**

THE SECURITIES DESCRIBED HEREIN MAY NOT BE OFFERED, SOLD, OR DELIVERED TO THE PUBLIC IN BRAZIL. ACCORDINGLY, THIS OFFERING AND THE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE BRAZILIAN SECURITIES COMMISSION (COMISSÃO DE VALORES MOBILIÁRIOS – CVM). NEITHER THIS MEMORANDUM NOR ANY OTHER OFFERING MATERIALS MAY BE PUBLICLY DISTRIBUTED IN BRAZIL OR USED IN CONNECTION WITH ANY PUBLIC OFFERING OR SALE OF SECURITIES IN BRAZIL.

### **FOR UAE RESIDENTS ONLY**

THE SECURITIES OFFERED HEREIN HAVE NOT BEEN APPROVED OR LICENSED BY THE UAE CENTRAL BANK, THE SECURITIES AND COMMODITIES AUTHORITY (SCA), THE DUBAI FINANCIAL SERVICES AUTHORITY (DFSA), OR ANY OTHER RELEVANT LICENSING AUTHORITIES IN THE UNITED ARAB EMIRATES. THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE A PUBLIC OFFER OF SECURITIES IN THE UNITED ARAB EMIRATES AND IS INTENDED ONLY FOR INVESTORS WHO QUALIFY AS "PROFESSIONAL INVESTORS" OR "MARKET COUNTERPARTIES" IN ACCORDANCE WITH THE RULES OF THE RELEVANT REGULATOR. THE SECURITIES MAY NOT BE OFFERED, SOLD, OR PUBLICLY

PROMOTED IN THE UAE WITHOUT THE PRIOR APPROVAL OF THE RELEVANT AUTHORITIES.

**FOR SINGAPORE RESIDENTS ONLY**

THIS OFFERING DOCUMENT HAS NOT BEEN REGISTERED AS A PROSPECTUS WITH THE MONETARY AUTHORITY OF SINGAPORE (MAS). ACCORDINGLY, THIS OFFERING IS NOT MADE TO THE PUBLIC IN SINGAPORE BUT IS MADE PURSUANT TO THE EXEMPTIONS UNDER SECTION 275 (INSTITUTIONAL INVESTORS) AND/OR SECTION 276 (RELEVANT PERSONS) OF THE SECURITIES AND FUTURES ACT, CHAPTER 289 OF SINGAPORE ("SFA"). THE SECURITIES MAY NOT BE OFFERED OR SOLD, NOR MAY THIS DOCUMENT OR ANY OTHER OFFERING MATERIAL BE CIRCULATED OR DISTRIBUTED, WHETHER DIRECTLY OR INDIRECTLY, TO THE PUBLIC IN SINGAPORE OTHER THAN TO PERSONS WHO QUALIFY UNDER THE RELEVANT EXEMPTIONS, AND SUBJECT TO COMPLIANCE WITH THE CONDITIONS SET OUT IN THE SFA.

**FOR NON-U.S. RESIDENTS ONLY**

THE SECURITIES DESCRIBED HEREIN HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES LAWS OF ANY JURISDICTION OUTSIDE THE UNITED STATES. THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE SECURITIES IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. PROSPECTIVE INVESTORS ARE RESPONSIBLE FOR INFORMING THEMSELVES ABOUT AND COMPLYING WITH ANY LEGAL, TAX, OR, REGULATORY REQUIREMENTS IN THEIR JURISDICTIONS.

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## **CONFIDENTIALITY NOTICE**

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This Memorandum and the materials accompanying this Memorandum contain confidential, proprietary, and non-public information, including without limitation, the existence of the investment opportunity described herein, financial information, data, and projections of and regarding the Company (collectively, the “Information”).

Each recipient hereof agrees by accepting this Memorandum that the Information is of a confidential nature and that such recipient will treat the Information in a strictly confidential manner and that such recipient will not, directly or indirectly, disclose, or permit its Affiliates to disclose any Information to any person or entity other than a legal, business, investment or tax advisor or spouse in connection with obtaining the advice of any such persons with respect to the Offering, or reproduce the Information, in whole or in part, without the Company’s prior written consent. The existence and nature of all conversations regarding our business affairs and the Investment must also be kept strictly confidential.

Each recipient of this Memorandum agrees to use the Information solely for the purpose of analyzing the desirability of the investment and for no other purpose whatsoever. Each recipient of this Memorandum further agrees not to use the Information in any way that is harmful to or competitive with the Company or its respective Affiliates. Each recipient of this Memorandum also agrees to return it and the related documentation to the Company if the recipient does not purchase any of the Securities offered hereby. This Memorandum and the Information are the property of the Company.

By accepting delivery of this Memorandum, you agree that the Company may enforce the foregoing confidentiality obligation against you or anyone to whom you give this Memorandum by court action for an injunction and/or damages.

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## **I. OFFERING SUMMARY**

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*The following is a summary of certain information contained elsewhere in this Memorandum and the schedules and exhibits hereto, and is qualified in its entirety by reference to, and should be read in conjunction with, the more detailed information appearing elsewhere in this Memorandum and the schedules and exhibits hereto.*

### **THE WLSC**

The WLSC is a newly formed designated Preferred Equity Share of a Florida Corporation.

The WLSC operates as an independent investment vehicle with its own assets, liabilities, governance structure, and accounting records, all of which are maintained separate from those of any other shares of the Company.

### **INVESTMENT OBJECTIVE**

The Company aims to generate returns primarily through capital gains and income derived from real estate assets acquired by the Company attached to preferred equity shares WSLC.

The Westland will engage in acquiring real estate asset to WLSC.

The WLSC has been created to invest in real estate asset mainly originated by other designated Shares of or companies related to the Company (collectively, the “Originating Entities”, and each one an “Originating Entity”). These assets may include, but are not limited to, land, commercial or residential real estate with predictable development strategy. The Westland will not originate real estate assets directly but will act as a purchasing entity, acquiring assets through preferred equity shares issued transactions or structured participation agreements.

The WLSC expects to receive irregular income distributions derived from the managing of the underlying real estate asset.

See “III. Use of Proceeds” for further details on Investment Objective.

### **INVESTMENTS STRUCTURE**

The WLSC is a Preferred Equity Share WLSC of the Company. By acquiring assets from other shares and related companies, the WLSC seeks to diversify across different asset classes and counterparties while remaining focused on capital gains and income from real estate assets. It also provides flexibility to allocate capital efficiently as new Originating Entities are created in response to market demand or investor interest.

The WLSC operates as an independent investment vehicle with its own assets, liabilities, governance structure, and accounting records, all of which are

maintained separate from those of any other shares of the Company.

Investment in the WLSC is intended for sophisticated, accredited investors capable of bearing the economic risks of a private, illiquid investment, and a total loss of capital.

The WLSC will operate as a closed-end, private, and non-registered investment vehicle.

However, the Manager may propose, subject to the applicable law, a future transformation of the WLSC into a market-regulated registered investment Company, which shall be approved by the Shareholders representing a majority of the Shares at a duly called meeting.

## TARGET RETURN

The Manager targets an annualized preferred return of 15% added of 30% of equity results of the assets attached to the WLSC Preferred Shares for Shareholders of the WLSC, net of applicable fees, expenses, and any compensation paid to the Manager, as described in the “Management” section of this Memorandum. This return is based primarily on gains generated from real estate asset acquired by the Company and attached to WLSC. There can be no assurance that this target return will be achieved, and actual results may vary significantly depending on market conditions and portfolio performance.

## MANAGEMENT

The WLSC will be managed by **Westland World, Inc.**, the Company, who sponsored the issuance of the Shares. The Shares will be managed by one or more designated Managers appointed in accordance with the terms of its Shares Agreement. As of the date of this Memorandum, Leonardo Fuzzaro serves as the legal representative and manager of Westland World, Inc. See EXHIBIT e for his biography. The rights, responsibilities, and authority of the Manager are set forth in the Bylaws of Westland World, Inc Agreement.

The Manager will provide services to the Company, including, but not limited to, researching the investment opportunities, conducting due diligence on the targeted investments, coordinating investors investing in the Company and managing the investments. The Manager shall hold ultimate decision-making authority as to the investments made by the Company.

The WLSC will indemnify and hold harmless the Manager and its Affiliates to the fullest extent permitted by law, subject to customary limitations. Neither the Manager nor its Affiliates will be liable for any acts or omissions in managing or operating the Company, except in cases of bad faith, gross negligence, willful

misconduct, fraud, or material breach of the Company Agreement. These indemnification and limitation of liability provisions survive termination of the Shares or withdrawal of the Manager. Further details are set forth in the Bylaws of Westland World, Inc Agreement (the “WLSC Agreement”).

The Manager may hire an Administrative Manager in the future for the WLSC.

See “IV. MANAGEMENT” for further details.

## **TERM**

The WLSC will have an undetermined term from the date of the First Closing to allow for the orderly realization and distribution of the Company’s assets.

Investor redemptions will not be permitted on demand. Instead, capital will be returned as the Company winds down at the end of its term and investment proceeds are collected and distributed.

## **SECURITIES OFFERED**

The WLSC is offering, on a private placement basis, (i) corporation preferred equity in the form of Shares (the “Shares”), to investors who satisfy the eligibility standards described in this Memorandum.

Each **Share** will be issued at a price of USD 1.00 per Unit.

Persons whose subscriptions are accepted by the Company will be admitted as Shareholders of the Westland (with respect to Shares) and shall have the rights and obligations applicable to each type of Security as set forth in the Company Agreement and under Florida law.

The Securities are being offered (i) in the United States, solely to “accredited investors,” pursuant to Rule 506(c) of Regulation D under the Securities Act, as amended, and (ii) outside the United States to non-U.S. persons in accordance with Regulation S under the Securities Act.

Investors subscribing under Regulation D must be “accredited investors” as defined under Rule 501 of Regulation D. Investors subscribing under Regulation S must represent and warrant that they are not “U.S. persons” as defined in Rule 902(k) of Regulation S, and are acquiring the Securities in an offshore transaction, as defined in Rule 902(h).

Investors subscribing to Shares will have no participation, directly or indirectly, in the assets or performance of any other designated shares of the Company. The Shares may be represented in the form of digital tokens recorded on a private, permissioned blockchain. These tokens shall constitute uncertificated securities representing ownership Shares in the Company and shall be subject to all rights, restrictions, and

obligations under the Company Agreement and applicable law, equivalent to traditionally certificated Shares. The tokens will not be divisible. Ownership of these tokens shall be maintained through smart contracts or ONCHAINID-based identities recorded on-chain; the WLSC will not hold, manage, or safeguard any private keys related to this.

The Securities, whether represented by digital tokens or issued in non-tokenized form, will not be registered under the Securities Act and shall not be permitted to be transferred, resold, or otherwise disposed of except pursuant to an effective registration statement or a valid exemption therefrom such as a public resale under Rule 144 or private resale under Section 4 (a)(7) of the Securities Act of 1933. For Shares offered under Regulation S, additional resale restrictions apply including the applicable distribution compliance period under Rule 903(b)(3).<sup>1</sup> If tokens are issued, a restrictive legend will be digitally embedded in each token according to applicable law, and the Company will enforce lock-up and resale restrictions in accordance with Regulation S and Regulation D.

The Company shall maintain an official record of ownership and transfer activity in accordance with applicable securities laws.

## **T-REX PLATFORM; TOKEN STRUCTURE**

Should the Securities be represented by digital tokens, the WLSC intends to use the T-REX Platform<sup>2</sup> as the primary platform for tokenization of assets, enabling the digital issuance, management, and transfer of assets with embedded compliance features. The T-REX Platform, launched by Tokeny, uses the open-source ERC-3643 token standard for permissioned digital securities on public blockchains. Further information on the blockchain of issuance and address of the token will be made available to Investors upon subscription to the Securities.

## **SUBSCRIPTION PERIOD**

The subscription period for the WLSC will commence upon the release of this Memorandum and will remain open until the earliest of: (i) the final closing date as determined by the Manager; (ii) the date on which the maximum aggregate capital commitments to the WLSC have been received; or (iii) the date on which the

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<sup>1</sup> Please refer to Rule 903 (b)(3) to find more details on the conditions and restrictions pertinent to the intended resale.

<sup>2</sup> For more in-depth information on the T-REX protocol and how it uses ERC-3643 to ensure compliance with relevant regulations, a copy of the T-Rex whitepaper can be accessed here: <https://tokeny.com/erc3643-whitepaper/>.

## **CAPITAL CALLS; DEFAULT**

Manager, in its sole discretion, elects to terminate the Offering.

Shareholders will be required to contribute the full amount of their subscription at the time of execution of the Subscription Agreement.

The Manager reserves the right to use the proceeds of any capital contribution received from any investor for any investment or operational purpose of the WLSC, without regard to the timing or order of capital calls or subscriptions among investors.

In the event a Shareholder fails to Company a capital call in accordance with the terms of its subscription, and such failure is not cured within two (2) Business Days following written notice from the Company, the Company may, at its sole option: (a) refuse to issue and deliver the applicable WLSC interest to the defaulting Shareholder; or (b) deem all rights, title, and interest in the WLSC held by the defaulting Shareholder to have reverted to the WLSC Shares, and rescind the corresponding portion of the subscription. Additional remedies may be provided under the Company governing documents.

## **SUBSEQUENT CLOSINGS**

Following the First Closing and during the Subscription Period, subsequent closings may be held to admit new Shareholder or to increase the Capital Commitment of existing Shareholders (the “Subsequent Closings” and the “Subsequent Closing Shareholders”).

Subsequent Closing Shareholders will be required to make an Equalization Payment intended to place all Shareholders on equal footing as if admitted at the First Closing. The Equalization Payment shall be determined based on the number of Shares that would have been issued to such Shareholders at the First Closing, using the Unit price calculated by the Manager based on the fair accrual position of the Company’s assets as of the date of each capital contribution.

The capital contributed in any Subsequent Closing (the “Subsequent Closing Capital”) will be used for investment purposes by the Company and will increase the aggregate capital of the Company. Equalization Payments shall be allocated to earlier-admitted Shareholders of the relevant WLSC, pro rata in accordance with their respective capital contributions, and shall not increase the Undrawn Capital Commitment or entitle the Subsequent Closing Shareholders to additional Shareholders Interests. Equalization Payments shall not constitute a capital contribution and shall not reduce any Remaining Commitment.

**MINIMUM AND MAXIMUM  
PURCHASE PER INVESTOR**

Any applicable fees or expenses will be adjusted by the Manager to reflect the admission of Subsequent Closing Shareholders, as if all Shareholders had been admitted on the date of the First Closing.

The minimum investment amount per investor is USD 500.00 and there is no maximum investment amount per investor.

**CAPITALIZATION AND  
VOTING RIGHTS**

Each Share entitles the holder to one vote on matters presented to the Shareholders of the WLSC Shares, in accordance with the provisions of the Company Agreement.

The specific terms and procedures governing these voting rights will be further detailed in the Westland World, Inc Bylaws.

**PLACEMENT  
AGENTS/FINDERS  
USE OF PROCEEDS**

The Securities will be offered on a “best-efforts” basis through the Manager.

Assuming the sale of all Securities offered in the Offering, the Share’s gross proceeds from the Offering will be US\$ 20,000,000. Such proceeds will be used to undertake Company’s Investment Objective and pay Company’s Expenses. See “III. Use of Proceeds” for further details and receivables acquisitions guidelines.

**INVESTMENT PERIOD**

The WLSC will have its own investment period, commencing on the date of the First Closing, and continuing for a undetermined period or until determined by the Manager, and (the “Investment Period”).

However, the Manager may continue to call capital commitments from Shareholders for the following purposes: Company Expenses; Reserves/Contingencies/Taxes.

**SUBSCRIPTION PROCEDURE**

An eligible investor may subscribe for Shares by submitting, at least 48 hours prior to the applicable Closing, properly completed and duly executed Subscription Documents, together with all required supporting documentation, as further described in VIII. SUBSCRIPTION PROCEDURES. An eligible investor may subscribe to Debt Notes by executing the Loan Agreement, in the form attached hereto as EXHIBIT B, in accordance with the procedures outlined therein. Subscriptions are irrevocable once submitted to the Company.

All Subscription Amounts will be held in a designated account until the earlier of: (i) the Manager’s acceptance of the investor’s Subscription Documents and satisfaction of all applicable conditions to the Closing (collectively, the “Closing Conditions”); or (ii) the rejection by the Manager of the subscription or the termination of this Offering. Upon the acceptance at

Closing, the subscriber will be admitted as a Shareholder of the Company and will be allocated Shares representing a proportionate share of the net assets of the Preferred Share WLSC based on the relative capital contributions of all Shareholders at such Closing.

Pursuant to the Subscription Documents and the Company Agreement, Shareholders may be required, from time to time and at the discretion of the Manager, to provide additional representations, documentation, instruments, or information to facilitate a Closing, satisfy Closing Conditions, comply with applicable anti-money laundering requirements, and for other regulatory or administrative purposes.

#### **MANAGEMENT FEE**

The Manager will receive no fixed compensation in connection with the Offering and the ongoing management and operation of the WLSC.

No fee will be paid directly from your investments and the Manager will not be compensated on a rate applicable to the committed or invested capital. However, the Manager will be entitled to the 70% of return that shall exceed 15% p.a., which shall be paid monthly together with Shareholders' return.

Moreover, the Manager may be indirectly compensated at the level of the Originating Entities in cases where Manager represents or holds participation in such entities.

#### **TERMS APPLICABLE TO SHAREHOLDERS (DISTRIBUTIONS; REDEMPTIONS; LIQUIDATION)**

Cash distributions to Shareholders of the WLSC shall be made at such times and in such amounts as the Manager shall determine in its sole discretion, based on available cash flow, reserves, investment performance, and other relevant factors. Distributions, when made, shall be allocated to Shareholders *pro rata* in proportion to the number of Shares held by each Shareholder relative to the total number of Shares outstanding in the WLSC.

Interest income will be distributed on a monthly basis, while the return of principal shall only occur upon redemption or at the end of Company's term.

Distributions shall be made to the Shareholders of WLSC in accordance with the terms of the Company Agreement and according to the following procedure.

- (i) Interests on Investments equivalent to up to 20% of Capital Contributed shall be distributed first to the Investors ("Preferred Return");
- (ii) Then, any remaining interest on Investments to the Manager as Carried Interest.

Redemption will occur at the end of Shares Term.

There is no guarantee of full or immediate redemption upon request.

## **OTHER SHARES EXPENSES**

In the event of a liquidation, dissolution, merger, consolidation, sale of substantially all assets, or winding up of the WLSC, the proceeds shall be distributed to the Shareholders in accordance with the terms set forth in the section “V. DISTRIBUTIONS” of this Memorandum and the WLSC in the Company Agreement.

The WLSC will bear all out-of-pocket and reasonable expenses attributable to its activities and investments (the “Expenses”), including, but not limited to:

- (i) Due diligence and other acquisition expenses incurred in connection with investments, whether consummated or not;
- (ii) Expenses related to organizing entities through or in which investments will be made, including the formation of special purpose vehicles;
- (iii) Transfer, capital, stamp, and other taxes or governmental charges attributable to the WLSC;
- (iv) Expenses incurred by the Manager for investigating, evaluating, monitoring, or disposing of investments or investment opportunities;
- (v) Banking, brokerage, broken-deal, registration, qualification, depository, and similar fees or commissions;
- (vi) Legal, administrative, due diligence, appraisal, valuation, auditing, accounting, tax compliance, and consulting expenses, including fees of third-party valuation agents, and compensation for advisors and experts engaged on behalf of the WLSC or by the Manager in connection with the Company's operations;
- (vii) Fees, costs, and expenses related to investor reporting, investor meetings, and any other Company-specific reporting, notification, or filing obligations;
- (viii) Out-of-pocket costs of compliance with applicable laws and regulations;
- (ix) Costs associated with credit facility or warehouse facility arrangements, including interest, commitment fees, and related expenses;
- (x) Reasonable insurance premiums for policies protecting the WLSC, the Manager, or their Affiliates; or
- (xi) Costs of winding up and liquidating the WLSC.

The Manager may, but will not be obligated to, advance their own Companies to pay the WLSC Expenses. The WLSC shall promptly reimburse the Manager thereof for any WLSC Expenses incurred by such party on behalf of the WLSC.



The Manager will assume and pay its own expenses attributable to its duties hereunder, such as rent, utilities, insurance, office supplies, office equipment, travel, entertainment, and compensation and expenses of its officers, directors and employees, and other routine administrative expenses that relate to the services and facilities provided to the WLSC.

## **TRANSFER RESTRICTIONS**

The Securities have not been registered under the Securities Act of 1933, as amended, or under the securities laws of any state or foreign jurisdiction.

The Securities may not be offered, sold, assigned, pledged, or otherwise transferred except in accordance with the WLSC in the Company Agreement and pursuant to an applicable exemption from, or transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws.

Transfers of Securities must comply with the requirements of Section 4(a)(7) of the Securities Act, Rule 144(a) and (b), and Regulation S, including the distribution compliance period and resale limitations applicable to offshore transactions and non-U.S. persons.

In the case of Securities acquired under Regulation S, resales to U.S. persons or within the United States are restricted for the applicable distribution compliance period as defined in Regulation S.

There is no public market for the Securities, and no such market is expected to develop. As long as in compliance with Regulation D and Regulation S resale restrictions, the Manager may facilitate secondary transfers of the Securities by registering them on private placement exchanges that support transactions among eligible investors.

## **TRANSFER TO AFFILIATES AND/OR PARTNERS**

Subject to the prior written consent of the Manager, a Shareholder may transfer all or part of its Shares to an Affiliate, provided that the transferee meets all investor qualification requirements and agrees in writing to be bound by the terms of the WLSC in the Company Agreement and the Subscription Agreement. Transfers to other parties may be restricted or prohibited.

## **RISK FACTORS**

Purchase of the Securities involves a high degree of risk and should be considered only by individuals who can afford to sustain the loss of their entire investment. For more information on the risks of the Offering, see the section of this Memorandum titled “II. RISK FACTORS” below.

## **SUITABILITY**

Investors subscribing under Regulation D must be “accredited investors” as defined under Rule 501 of Regulation D. Investors subscribing under Regulation S

must represent and warrant that they are not “U.S. persons” as defined in Rule 902(k) of Regulation S, and are acquiring the Securities in an offshore transaction, as defined in Rule 902(h). For further information, see the sections of this Memorandum titled “VII. SUITABILITY STANDARDS” and “VIII. SUBSCRIPTION PROCEDURES.”

## **LIQUIDITY**

There is no public market for the Securities, and none is expected to develop. As long as in compliance with Regulation D and Regulation S resale restrictions, the Manager may facilitate secondary transfers of the Securities by registering them on private placement exchanges that support transactions among eligible investors.

Investment in the WLSC involves a high degree of risk, including the illiquid nature of the investment. Investors must be financially able and willing to accept the lack of liquidity and the risk of a complete loss of capital, as described more fully in the section “II. RISK FACTORS.”

## **TAX INFORMATION**

The Share intends to be treated as a preferred equity WLSC from the Company. As such, a WLSC will pay U.S. federal income tax. Instead, the WLSC will file annual information returns, and each WLSC Shareholder will be required to report on its U.S. federal income tax return its allocable share of the income, gain, loss, and deduction of such WLSC without regard to whether the WLSC Shareholder receives any corresponding cash distributions from such WLSC. See EXHIBIT F for further details.

## **REGISTRAR**

The WLSC will act as its own registrar and transfer agent with respect to the Securities issued pursuant to this Offering.

## **ADDITIONAL INFORMATION**

Additional information regarding the WLSC and this Offering is available upon request. All inquiries should be directed to the Manager of the WLSC at the contact information provided in this Memorandum.

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## II. RISK FACTORS

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**PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THIS IS A SPECULATIVE INVESTMENT AND INVOLVES A HIGH DEGREE OF RISK. PROSPECTIVE INVESTORS SHOULD CAREFULLY READ THIS MEMORANDUM AND ALL EXHIBITS PRIOR TO MAKING AN INVESTMENT AND SHOULD CONSULT WITH THE INVESTOR'S OWN BUSINESS ADVISORS PRIOR TO MAKING ANY INVESTMENT DECISION. THERE IS NO ASSURANCE THAT INVESTORS WILL REALIZE A RETURN ON THEIR INVESTMENT OR A RETURN OF PRINCIPAL. INVESTORS SHOULD BE ABLE TO BEAR THE COMPLETE LOSS OF THEIR INVESTMENT.**

In addition to the negative implications of all information and financial data included or referred to directly in this Memorandum, prospective investors should carefully consider the following risk factors before making an investment in the Securities. This Memorandum contains forward-looking statements and information concerning the WLSC, its investment strategy, and other future events. These statements should be reviewed together with the risk factors set forth below, as such risks could cause actual results to differ materially from the forward-looking statements. The cautionary statements set forth in this section and throughout this Memorandum identify important factors with respect to such forward-looking statements.

### **Investment and Offering Risks**

*The purchase of Securities is not a diversified investment.*

An investment in the Securities is not a diversified investment. The WLSC focuses on acquiring real estate assets that are originated by another affiliated Company. While such assets may span multiple asset classes including land, commercial and residential real estate, investment exposure remains concentrated within the general category of real asset-backed debt. The underperformance of this strategy or a systemic deterioration in the underlying assets may significantly affect the results of the WLSC.

*An inability to raise substantial Companys in this Offering would have substantial effect on the WLSC's financing strategy.*

Securities will be offered on a "best-efforts" basis. As a result, the proceeds raised in this Offering may be substantially less than the amount the WLSC would need to meet its investment objectives. The WLSC may proceed with alternative financing (potentially on different terms than offered herein) in order to meet its operational goals. It is not certain the WLSC will be able to successfully negotiate any such alternative financing, which could materially and negatively impact its investment objectives.

*The WLSC cannot assure that the Offering price of Securities is an accurate reflection of their value.*

The Offering price of Securities has been determined by the WLSC taking into account its Offering expenses, prospects, the number of securities to be offered, and the general condition of the securities market, all as assessed by its management. Such prices are not directly correlated to the WLSC's assets, earnings, net tangible book value, or any other traditional criteria of value.

*The purchase of Securities is a speculative investment.*

The WLSC is newly formed, and WLSC's business objectives must be considered highly speculative. No assurance can be given that prospective investors will realize their investment

objectives or will realize a substantial return (if any) on their investment or that they will not lose their entire investment in the WLSC. For this reason, each prospective investor should carefully read this Memorandum and all Exhibits hereto in their entirety.

EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH THEIR ATTORNEYS, ACCOUNTANTS, AND BUSINESS ADVISORS PRIOR TO MAKING AN INVESTMENT.

*Restrictions on transferability of securities will limit the ability of purchasers to transfer their Securities.*

The potential purchasers of the Securities should be aware that significant restrictions on the transferability of these Securities will limit their ability to sell, assign, or otherwise transfer their interests.

Securities offered hereby will be “restricted securities” within the meaning of the Securities Act and, consequently, will be subject to the restrictions on transfer set forth in the Securities Act, the Securities Exchange Act, and the rules and regulations promulgated thereunder, including Rule 144(a) and (b). In addition, such securities are subject to transfer restrictions under applicable state and foreign securities laws, under which such securities are sold in reliance on certain exemptions or under the provisions of certain qualifications.

As restricted securities, the Securities may not be sold or otherwise transferred in the absence of registration or the availability of an applicable exemption, such as those under Regulation S or Section 4(a)(7) of the Securities Act.

*Securities are expected to be offered under a private offering exemption, and if it were later determined that such exemption was not available, purchasers would be entitled to rescind their purchase agreements.*

Securities are being offered to prospective investors pursuant to the so-called limited or private offering exemption from registration under Section 4(a)(2) and Rule 506(c) of Regulation D under the Securities Act. The WLSC relies on factual circumstances—based on its conduct and the actions of those engaging with prospective investors—to establish its exemption status. Instead of relying on external certifications or legal opinions, the WLSC will rely on the operative facts as documented as the Company’s basis for such exemption. Unless the sale of Securities should qualify for such exemption, the investors might have the right to rescind their purchase of Securities. Since compliance with these exemptions is highly technical, it is possible that if an investor were to seek rescission, such investor would succeed. A similar situation prevails under state law in those states where securities may be offered without registration. If a number of investors were to be successful in seeking rescission, the WLSC would face severe financial demands that could adversely affect the WLSC and, thus, the non-rescinding investors.

*This Offering has not been registered with the SEC or any state securities authorities.*

This Offering will not be registered or qualified with the U.S. Securities and Exchange Commission (the SEC) under the Securities Act or with the securities agency of any state, and Securities are being offered in reliance upon an exemption from the registration provisions of the Securities Act and state securities laws applicable only to offers and sales to investors for Securities meeting the suitability requirements set forth in this Memorandum. Since this is a nonpublic Offering and, as such, is not registered under federal or state securities laws, prospective investors for Securities will not have the benefit of review by the SEC or any state securities regulatory authority. The terms and conditions of the Offering may not comply with the guidelines and

regulations established for offerings that are required to be registered and qualified with those agencies.

*At issuance, there will be no trading market for the tokens.*

If tokens are issued, there will be no trading market available for the tokens, no designated exchange, and peer-to-peer transfers will not be permitted unless and until token holders are notified otherwise by the Company and informed of the requirements to and conditions do so. If, and when, tokens become transferable, they may only be traded on very limited range of venues, including U.S. registered exchanges or regulated alternative trading systems.

Even if legally permitted, by purchasing tokens, token holders agree to additional transfer restrictions and shall not be able to effect transfers until such time as the Company informs holders that a designated exchange is available or that peer-to-peer transfer processes have been established. As a result, holders of tokens should be prepared to hold their tokens indefinitely.

Moreover, even if the tokens become transferable, we may rely on technology to implement certain restrictions on transferability in accordance with the federal securities laws. There can be no assurance that such technology will function properly, which could result in technological limitations on transferability and expose the Company to legal and regulatory issues.

*Payments to Broker-Dealers and Other Financial Intermediaries May Create a Conflict of Interest.*

If you purchase Securities through a broker-dealer or other financial intermediary (such as a bank), the WLSC and its related companies may pay the intermediary for the sale of Securities and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the WLSC over another investment. Ask your salesperson or visit your financial intermediary's website for more information.

*Custody and Key Management Risks.*

Investors are responsible for safeguarding their private keys, which serve as their access credentials to the digital securities. Loss, theft, or compromise of private keys can result in the irreversible loss of the security itself. While third-party custodial solutions exist, many are not insured or regulated, exposing token holders to added risk. Recovery and reissuance of lost tokens may be technically difficult and legally ambiguous, depending on the framework in place.

## **Operational Risks**

*Investors will experience those risks associated with an investment in a newly formed entity.*

The WLSC has no operating history upon which prospective investors can evaluate its potential future results. The WLSC's proposed operations are subject to all of the risks inherent in the establishment of a new business enterprise. There can be no assurance that WLSC will achieve its investment objective.

*WLSC's Management has significant flexibility with regard to WLSC's operations and investments.*

The WLSC's agreements and arrangements with its management and their Affiliates have been established by the Manager and may not be on an arm's-length basis. The Manager has considerable discretion with respect to all decisions relating to the terms and timing of transactions.

*Maintenance of an Investment Company Act exemption imposes limits on the WLSC's operations, and if the WLSC were to become subject to the Investment Company Act, it likely could not continue its business.*

The WLSC intends to conduct its operations so that it is not required to register as an investment company under the Investment Company Act of 1940 (the "Investment Company Act"). The WLSC intends to make investments that satisfy requirements that will exempt it from registration under the Investment Company Act and intends to monitor its compliance with applicable exemptions under the Investment Company Act on an ongoing basis. If it fails to comply with an exemption, it could, among other things, be required to register as an investment company or substantially change its operations and investment strategies in order to avoid being required to register as an investment company, either of which would have a material, adverse effect on the WLSC. If the WLSC is required to register as an investment company, it would become subject to substantial regulations and restrictions with respect to its capital structure, management, operations, transactions with affiliated persons, portfolio composition, and other matters. This could potentially cause it to cease operations. The WLSC will face similar investment company concerns under various U.S. State blue-sky laws, and possibly under similar laws in foreign jurisdictions.

*Any projected results of operations included in this Memorandum are forward-looking statements that involve significant risks and uncertainty.*

All materials or documents supplied by the WLSC should be considered speculative and are qualified in their entirety by the assumptions, information, and risks disclosed in this Memorandum. The assumptions and facts upon which such projections are based are subject to variations that may arise as future events actually occur, many of which are outside the WLSC's control. Any projections included herein are based on assumptions made regarding future events. There is no assurance that actual events will correspond with these assumptions. Actual results for any period may or may not equal currently estimated, approximate projections and may differ significantly. Therefore, prospective investors should consult with their tax and business advisers about the validity and reasonableness of the factual, accounting, and tax assumptions contained in this Memorandum and the Exhibits to this Memorandum. Neither the WLSC nor any other person or entity has been authorized to make any representation or warranty as to the future profitability of the WLSC or of an investment in Company's Securities.

*The borrowing of Companys increases the risks of adverse effects on the WLSC's financial condition.*

The WLSC may incur certain indebtedness. In this case, payments of principal and interest will reduce cash available for distribution and/or reserve Companys set aside for contingencies. If variable rate debt is incurred, increases in interest rates would increase interest costs, which would reduce WLSC's returns.

*We may face competition from existing companies and potential new entrants into the sectors of Company's operations.*

The WLSC may face future competition from new or existing providers of similar services. Prospective competitors may possess significantly greater financial, technical, marketing, and other resources than the WLSC. These potential competitors may leverage their existing relationships, offer additional services, and respond more quickly to changes in the industry.

*The Manager has significant flexibility in using the proceeds from the Offering.*

The Manager of the WLSC will have broad discretion in determining how the net proceeds from the Offering are allocated and deployed. Although it is currently contemplated that the proceeds will be used as described in the section “III. Use of Proceeds,” the actual application of capital may vary depending on market conditions, operational needs, or other considerations. Investors will not have the ability to direct how Company’s are spent and must rely entirely on the business judgment and fiduciary duties of the Manager. Ineffective deployment of capital could result in suboptimal returns, increased risk exposure, or reduced cash flow available for distributions, each of which may adversely affect the value of the Securities.

*There may be risks involved in using the ER-3643 protocol utilized by T-REX Platform.*

The ERC-3643 protocol involves complex smart contracts and reliance on third-party validators to issue identity certificates. Any bugs or misconfigurations in these systems could affect token behavior or compromise investor trust. Operational dependence on ONCHAINID and certificate issuers introduces risks should these parties become unavailable or lose credibility. As the ecosystem grows, governance may become more complex, with token holders expecting greater transparency, participation rights, and mechanisms for collective decision-making.

### **Risks Related to Real Estate Assets**

#### *Illiquidity of Investment.*

Investments in real estate equity are inherently illiquid. There is no public market for the Interests, and none is expected to develop. Transfers are subject to restrictions under securities laws and governing documents. This may impact the WLSC.

#### *Market Conditions.*

Real estate values and returns are sensitive to broad economic factors, including changes in interest rates, inflation, employment levels, consumer spending, and the availability of credit. Deterioration of such factors may materially reduce the value of the Project.

#### *Use of Leverage*

The Company may incur mortgage debt or other financing. While leverage may enhance returns, it also magnifies the risk of loss. Defaults or an inability to refinance on favorable terms may result in foreclosure and total loss of equity.

#### *Construction and Development Risk.*

Projects under development are subject to risks of cost overruns, delays, design defects, labor shortages, and contractor defaults. Increases in construction materials and supply chain disruptions may adversely affect budgets and schedules.

#### *Regulatory and Legal Matters*

Governmental regulations, zoning ordinances, building codes, permitting requirements, and changes in tax or securities laws may restrict or delay operations, increase costs, or reduce potential returns.

#### *Environmental and Climate Risk.*

Real estate investments are subject to risks of environmental contamination, hazardous materials, and natural disasters such as flooding, hurricanes, wildfires, or sinkholes. Insurance may be unavailable or insufficient to cover all losses.

#### *Sponsor and Manager Dependence.*

The success of the investment depends heavily on the experience, financial stability, and integrity of the Sponsor and its affiliates. Any failure by the Sponsor to perform may adversely affect returns.

*Entitlement and Approval Risk.*

Raw land requires extensive approvals, including zoning, land use, environmental, and governmental permits. Failure or delay in securing such approvals may render the Project infeasible.

*Speculative Nature of Land Investment.*

Land generally does not produce income during the entitlement or holding period. Investors may not receive distributions until development or sale, and returns depend entirely on successful execution.

*Market Absorption Risk.*

The ability to sell pad-ready lots or parcels is highly dependent on demand from builders and end buyers. Market absorption may be slower than anticipated, reducing revenues and prolonging holding periods.

*Carrying Costs.*

Property taxes, insurance, maintenance, and debt service must be paid regardless of whether the property generates revenue, increasing the risk of negative cash flow.

*Infrastructure and Utility Risk.*

Development often requires off-site or on-site infrastructure (roads, utilities, schools, municipal services). Delays or denial of such services may materially impair the value of the land.

*Tenant and Lease Risk.*

Cash flows from commercial properties depend on tenant occupancy, lease renewals, and the ability to enforce lease obligations. Tenant defaults or bankruptcies may result in significant lost revenue.

*Lease Rollover Risk.*

Upon lease expiration, the Company may be unable to renew leases or secure replacement tenants at comparable rates, resulting in vacancy and reduced income.

*Concentration Risk.*

Properties with a limited number of tenants are particularly vulnerable to adverse events affecting those tenants.

*Property Value and Cap Rate Risk.*

Rising interest rates or weakening market demand may reduce capitalization rates and, consequently, property valuations. Exit values are uncertain and may be lower than anticipated.

*Obsolescence and Market Shifts.*

Changes in technology, consumer behavior, or workplace trends (such as remote work or e-commerce) may render certain property types obsolete or less desirable.

*Operating Cost Increases.*



Unexpected increases in property taxes, insurance premiums, utilities, or maintenance expenses may materially reduce net operating income.

*Sales and Leasing Risk.*

Multifamily, condominium, and single-family projects are subject to absorption risk. Units may lease or sell more slowly than expected, or only at reduced prices or rents.

*Affordability and Financing.*

Rising mortgage interest rates, tightening credit conditions, and reduced consumer purchasing power may limit the pool of qualified buyers and tenants.

*Competition and Oversupply.*

The entry of competing projects may increase supply in the market, resulting in reduced rents, sales prices, or extended vacancy periods.

*Community and HOA Risks.*

Residential projects may be subject to restrictions, disputes, or requirements imposed by homeowners' associations, community boards, or other local groups, which may increase costs or delay sales.

*Demographic and Economic Shifts.*

Changes in employment bases, migration trends, or population growth may adversely impact long-term housing demand.

*Lack of Diversification.*

The Company may focus on a single project or geographic region, increasing exposure to local economic, political, or environmental events.

*Tax Considerations.*

Changes in federal, state, or local tax laws or interpretations may adversely affect returns. Investors should consult their own tax advisers.

*Conflicts of Interest.*

The Sponsor and its affiliates may engage in other business activities, including competing real estate ventures, which may create conflicts with the Company's interests.

*No Assurance of Distributions.*

There can be no assurance that cash distributions will be made, or that investors will receive a return of capital.

**Regulatory and Legal Risks**

*Regulatory risks may impose additional compliance obligations or liability.*

Legal, tax, and regulatory changes could occur and may adversely affect the Company and its ability to pursue its investment strategies and/or increase the costs of implementing such strategies. New (or revised) laws or regulations may be imposed by governmental regulatory authorities that could adversely affect the WLSC or the Originating Entities. They may also be adversely affected by changes in the enforcement or interpretation of existing statutes and rules by these regulatory authorities.

Current rules related to credit risk retention requirements for asset-backed securities may increase the cost to the Originating Entities in which the WLSC may invest, which costs could be passed along to the Company.

#### *Risks related to digital assets*

Current regulations or laws surrounding digital assets may be subject to frequent change. The Company may be required to adapt its operations and token structure in response to new laws or regulations, potentially incurring costs to remain compliant with the same. Additionally, the tokens that may be issued by the Company may be subject to conflicting jurisdictional rules, particularly if holders reside in counties with incompatible securities frameworks.

There is ongoing uncertainty regarding how tokenized assets are classified by regulators, which may result in legal disputes or unforeseen restrictions.

#### *Withholding Tax Considerations for Foreign Investors*

It is the intention of the Company that interest income derived from loans made through the Company by investors who are not residents of the United States shall not be subject to withholding tax under applicable law.

However, there can be no assurance that relevant tax authorities will agree with such position or that applicable laws, regulations, or interpretations thereof will not change, either retroactively or prospectively. In the event that withholding tax is imposed on such interest payments, the amount of such taxes could materially reduce the return on investment for foreign investors. Investors should consult their own tax advisers regarding the tax consequences of an investment in the Company, including the potential impact of any withholding taxes.

#### **Other Risks**

*This list of risks does not purport to be complete.*

In addition to the above risks, businesses are often subject to risks not foreseen or fully appreciated by management. In reviewing this Memorandum, potential investors should keep in mind other possible risks that could be important. Potential investors are urged to make their own evaluation of the Company and consult with their own advisers before deciding whether to make an investment in the Securities. In addition, as the Company's investment program develops and changes over time, an investment in the Company may be subject to additionally and different risk factors.

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### III. USE OF PROCEEDS

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Assuming the sale of all Securities offered in this Offering, the gross proceeds received by the WLSC are expected to total \$20,000,000.

The net proceeds will be primarily used to acquire real estate assets. These may include, without limitation, (i) land; (ii) commercial real estate; (iii) residential real estate; and (iv) other real estate deals that meet the investment criteria of the WLSC.

#### ***Guidelines On Real Estate Acquisition***

The Company will real estate assets from, or through, other designated Shares of the Company, entities related to the Manager or qualified third-party originators. These acquisitions will be structured under negotiated arrangements between the Company or through participation in existing deals.

The Company itself will not originate real estate directly. Instead, it will invest in real estate exposures, depending on prevailing market conditions and internal capital allocation strategies.

The following are general guidelines for the acquisition of real estate assets. These are indicative only and may be modified at the discretion of the Manager:

⇒ **Land**

⇒ Loan-to-Value (LTV): Up to 100% of appraised property value

⇒ Loan-to-Cost (LTC): Up to 100% of the total project or acquisition cost.

⇒ **Commercial Real Estate**

⇒ Loan-to-Value (LTV): Up to 100% of appraised property value

⇒ Loan-to-Cost (LTC): Up to 100% of the total project or acquisition cost.

⇒ **Residential Real Estate**

⇒ Loan-to-Value (LTV): Up to 100% of appraised property value

⇒ Loan-to-Cost (LTC): Up to 100% of the total project or acquisition cost.

## **IV. MANAGEMENT**

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WLSC will be managed by one or more designated Managers appointed in accordance with the terms of its Company's Agreement. As of the date of this Memorandum, Leonardo Fuzzaro serves as the legal representative and manager of the Manager Westland World, Inc - which is responsible for all operational, investment, and administrative decisions relating to the WLSC.

Leonardo Fuzzaro's biography is contained in EXHIBIT e hereto. He is a Brazilian citizen and lives in Orlando - FL.

### **Legal Proceedings**

The Manager has not been involved in any of the following in the last ten years:

- (i) Any bankruptcy petition filed by or against any business of which such person was a general partner or executive officer either at the time of bankruptcy or within two years prior to that time.
- (ii) Any conviction in a criminal proceeding or being subject to a pending criminal proceeding (excluding traffic violations and other minor offenses).
- (iii) Being subject to any final and non-appealable court order that permanently or temporarily restricts their ability to engage in professional, investment, or financial activities.
- (iv) Being subject to any final and non-appealable sanction issued by a regulatory authority in connection with their professional activities in the financial, securities, or banking sectors.
- (v) Being found by a court of competent jurisdiction or the by the U.S. Securities and Exchange Commission (SEC) to have violated U.S. federal or state securities law.

### **Powers of the Manager**

Subject to the limitations set forth in this Memorandum and the WLSC's in the Company's Agreement, the Manager shall have full and exclusive authority over the business, operations, and investments of WLSC. The Manager is authorized to perform all acts deemed necessary, desirable, or appropriate to carry out the business purpose of WLSC, including, without limitation, the authority to:

- (i) Conduct the WLSC's business;
- (ii) Execute and deliver all agreements, instruments, or documents necessary or desirable to the operation of WLSC;
- (iii) Open, maintain, and close bank accounts and investment accounts in the name of WLSC;
- (iv) Hire and remove consultants, accountants, legal counsel, and other professionals;
- (v) Make decisions with respect to tax treatment and accounting methods of WLSC;
- (vi) Borrow Companies on behalf of WLSC and grant security interests over WLSC assets;
- (vii) Originate and structure loan transactions;
- (viii) Incur and pay expenses related to the organization, operation, and investments of WLSC;
- (ix) Enter into subscription agreements, side letters, and other agreements with investors;
- (x) Allocate profits, losses, distributions, and other economic rights in accordance with the WLSC Agreement;
- (xi) Maintain cash reserves for anticipated expenses, liabilities and obligations of the WLSC, whether actual or contingent, in such amounts as the Manager in its reasonable discretion deems necessary or advisable;
- (xii) Bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the WLSC (including without limitation claims against former or current Shareholders);

- (xiii) Make, enter into, and perform such agreements and undertakings as may be necessary or advisable to the carrying out of any of the foregoing powers, objects or purposes; and
- (xiii) Do and perform all other acts as may be necessary or appropriate to the conduct of the WLSC.

Notwithstanding any other provision of this Memorandum, the WLSC in the Company's Agreement or otherwise applicable provision of law (common or statutory) or equitable principle, (i) whenever in this Agreement the Manager is permitted or required to make a decision in its "discretion" or under a grant of similar authority or latitude, to the fullest extent permitted by applicable law, the Manager shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall, to the fullest extent permitted by applicable law, have no duty or obligation to give any consideration to any interest of or factors affecting the WLSC or the Shareholders (*provided* that the Manager shall always exercise such discretion, and otherwise act under this Agreement, consistently with its fiduciary duty to the WLSC and the Shareholders), and (ii) whenever in this Agreement the Manager is permitted or required to make a decision in its "good faith" or under another express standard, the Manager shall act under such express standard and shall not be subject to any other or different standards.

### **Manager Compensation**

The Manager will receive compensation in connection with the Offering and the ongoing management and operation of the WLSC. Such fee will be paid if and only when return exceeds the 15% p.a.

### **Manager Limitation of Liability and Indemnification**

To the fullest extent permitted under applicable law, neither the Manager nor its Affiliates shall be liable to the WLSC, its Shareholders, its Noteholders, or any of their respective Affiliates for any act or omission in connection with the management or operation of the WLSC, or in connection with any services rendered under the WLSC in the Company's Agreement or any related agreement, except to the extent that a final and non-appealable decision of a court of competent jurisdiction determines that such act or omission constituted bad faith, gross negligence, willful misconduct, fraud, or a material breach of the WLSC in the Company's Agreement.

The WLSC shall, to the fullest extent permitted by applicable law, indemnify and hold harmless the Manager and its Affiliates from and against any and all losses, claims, damages, liabilities, costs, or expenses (including reasonable legal fees and other professional expenses) incurred in connection with the management, operation, or administration of the WLSC, except where a final and non-appealable decision of a court of competent jurisdiction determines that such act or omission resulted from the Manager's or its Affiliates' bad faith, gross negligence, willful misconduct, fraud, or a material breach of the WLSC in the Company's Agreement.

Such indemnification shall not apply to disputes solely among the Manager and its Affiliates to which the WLSC is not a party. These provisions shall survive the termination of the WLSC or the withdrawal of the Manager.

Further details regarding the limitation of liability and indemnification rights of the Manager and its Affiliates are set forth in the WLSC Agreement (see EXHIBIT d).

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## V. DISTRIBUTIONS

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The WLSC aims to generate returns primarily through interest capital gain and income derived from the real estate assets.

**Return.** The expected return on investments is equivalent to a fixed annual percentage rate varying from 15% to 30%.

**Distributions.** Interests will be distributed on a monthly basis while the principal will only be returned upon redemption or at the end of Company's term.

Distributions shall be made to the Shareholders of WLSC in accordance with the terms of the WLSC in the Company's Agreement and according to the following procedure.

- (i) First, Interests on Investments equivalent to up to 15% of Capital Contributed shall be distributed first to the Investors ("Preferred Return") added to 30% of the results of asset attached to WLSC Preferred Shares;
- (ii) Then, any remaining interest on Investments to the Manager as Carried Interest.

**Taxation of Distributions.** Shareholders may be subject to U.S. federal, state, local, or non-U.S. income tax on distributions received from the WLSC, whether or not such distributions are reinvested. In certain cases, taxable income may be allocated to Shareholders even if no corresponding cash distributions are made. For example, in the case of investments involving original issue discount, market discount, or contingent debt instruments, the Company may recognize income for tax purposes without receiving cash, which could result in phantom income allocations to Shareholders.

Additionally, tax-exempt investors may be subject to unrelated business taxable income (UBTI) in connection with their investment, particularly if the Company invests in debt-financed assets.

**Distributions Upon Liquidation.** Upon the dissolution and winding up of the WLSC, the Manager shall proceed to liquidate the assets of the WLSC in an orderly manner. The proceeds from such liquidation shall be applied in the following order of priority:

- (i) First, to pay or provide for the payment of all debts and liabilities of the WLSC (including any expenses related to the liquidation process and obligations to third parties);
- (ii) Second, to establish such reserves as the Manager reasonably deems necessary for any contingent or unforeseen liabilities or obligations of the WLSC (with any unused portion of such reserves to be distributed at a later date as determined by the Manager);
- (iii) Third, to distribute to the Shareholders any unpaid Preferred Return, pro rata in accordance with their respective Capital Contributions;
- (iv) Fourth, to return to the Shareholders their Capital Contributions, pro rata; and
- (v) Finally, any remaining proceeds shall be distributed to the Manager as Carried Interest, in accordance with the provisions set forth in this Memorandum and the WLSC in the Company's Agreement.

No Shareholder shall have any recourse against the Manager for any loss of anticipated profits or distributions resulting from the liquidation of the WLSC in accordance with this section.

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## **VI. RELATED TRANSACTIONS AND CONFLICTS OF INTEREST**

As of the date of this Memorandum, there have been no transactions between the Company and the Manager other than those described in this Memorandum including the sponsoring of the Company.

The Manager may act in a similar capacity for, or hold interests in, other business entities, including other Shares of Westland World, Inc, which may engage in investment strategies or operations similar or vertical to those of the WLSC.

The Manager may also sponsor or manage future Shares or third-party investment vehicles that compete, directly or indirectly, with the WLSC Shares of the Company for opportunities or investor capital. As a result, conflicts of interest may arise with respect to investment allocation, resource sharing, time commitment, or competitive positioning.

The Manager will not be obligated to offer investment opportunities to the WLSC and may allocate such opportunities among affiliated entities in its sole discretion, provided that it acts in accordance with its fiduciary duties under Florida law and the WLSC in the Company's Agreement.

WLSC and its Manager intend to manage all conflicts of interest in a manner consistent with applicable law and industry standards. Investors should carefully review this Memorandum and the WLSC in the Company's Agreement and consult independent counsel before making an investment.

Attorneys, accountants, and other professionals retained by the Company may from time to time also represent the Manager, its Affiliates, or other related parties. Such multiple representations may result in potential conflicts of interest. In the event of a conflict that cannot be resolved through disclosure and mutual consent, such professionals may be required to withdraw from representing one or more of the affected parties with respect to the specific matter involved.

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## VII. SUITABILITY STANDARDS

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The Offering is being made by the WLSC Shares in reliance on the safe harbor exemption provided by Rule 506 of Regulation D under the Securities Act, and also in reliance upon the exemption from registration provided by Regulation S under the Securities Act for offers and sales made outside the United States to non-U.S. persons. The Offering is further made in reliance upon exemptions from registration provided by the applicable securities or “blue sky” laws of various states.

Each investor will be required to represent that the Securities are being acquired for the investor’s own account, for investment purposes only, and not with a view to resale or distribution, in whole or in part. Due to the speculative nature of the WLSC’ business and the lack of liquidity associated with the Securities, the purchase of Securities is suitable only for investors who have adequate financial resources and who can afford the complete loss of their investment.

Each investor subscribing under Regulation D will be required to complete the respective Subscription Agreement and an Investor Questionnaire (a form of which is attached hereto as EXHIBIT C), certifying that it is an “Accredited Investor,” as such term is defined in Rule 501 of Regulation D under the Securities Act. Investors subscribing under Regulation S must certify that they are not “U.S. persons”, as defined in Rule 902(k) of Regulation S, that they are acquiring the Securities in an offshore transaction as defined in Rule 902(h), and that they are in compliance with all applicable non-U.S. laws.

The suitability standards discussed below represent minimum suitability standards for prospective investors. Prospective investors are encouraged to consult their own investment or tax advisers, accountants, legal counsel, or other advisers to determine whether an investment in the Securities is appropriate. (See “II. RISK FACTORS”).

For the reasons described below and under “II. RISK FACTORS”, the purchase of the Securities should be considered a highly risky investment. A prospective investor, in determining whether the Securities are a suitable investment, should consider carefully that: (i) there will be a limited number of Securities sold; (ii) transferability thereof will be restricted by both the WLSC in the Company’s Agreement and applicable securities laws; (iii) no public market exists for the Securities, and a traditional public market is not expected to develop; and (iv) the Securities have not been registered under the Securities Act, and accordingly, they cannot be resold unless registered or pursuant to an available exemption.

All investors will be required to acknowledge in writing to the Company that they understand and accept that the Securities may not be resold except in compliance with the registration provisions of the Securities Act or a valid exemption, including but not limited to Rule 144, Section 4(a)(7), or Regulation S, as applicable, and subject to restrictions imposed by the securities laws of the jurisdiction in which they reside.

While the Company will not undertake to register the Securities under the Securities Act, it may, at its discretion, provide sufficient public information to permit resales of the Securities under Rule 144, including making available ongoing disclosures as required under Rule 144(a)(4) to enable holders to satisfy the requirements of that rule. In addition, subject to applicable law and the Manager’s discretion, the Company may support the listing of the Securities on registered Alternative Trading Systems (ATS), Over-the-Counter (OTC) platforms, or other private placement exchanges, to facilitate secondary sales exclusively among qualified investors.

Purchase of the Securities is suitable only for a person of economic means who has no need for liquidity in this investment and who has adequate means of providing for their current needs, even if investment in the Securities results in a total loss. Accordingly, no investor should purchase Securities if they cannot bear the risk of loss. An investment in the Securities is restricted to



Accredited Investors who have such business and financial experience that they are capable of evaluating the merits and risks of an investment in the Company and of protecting their interests in the transaction.

Securities Will Be Sold Only to Verified Accredited Investors (for U.S. Persons)

The Securities will be sold to U.S. Persons only if they qualify as “accredited investors” as defined under Regulation D, and the Company will require that each investor complete a questionnaire certifying its status as an Accredited Investor. (See “VIII. SUBSCRIPTION PROCEDURES”).

To be an Accredited Investor, you, or the entity through which you are investing must fall within any of the following categories at the time of the sale of the Securities to you:

- (i) 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, as amended; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940, as amended, 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 subdivisions, for the benefit of its employees, if the plan has total assets in excess of \$5.0 million; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended, 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 adviser, or if the employee benefit plan has total assets in excess of \$5.0 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (ii) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended;
- (iii) An organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; a corporation; a Massachusetts or similar business trust; a corporation company or a partnership; in each case, not formed for the specific purpose of acquiring the Securities and with total assets in excess of \$5.0 million;
- (iv) A director or executive officer of the WLSC;
- (v) A natural person who has an individual net worth (determined by subtracting total liabilities from total assets; but excluding the net value of such person’s primary residence)<sup>3</sup>, or joint net worth with such person’s spouse, in excess of \$1,000,000;
- (vi) 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;
- (vii) A trust, with total assets in excess of \$5.0 million, not formed for the specific purpose of acquiring the Securities whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act; or
- (viii) An entity in which all of the equity owners are Accredited Investors.

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<sup>3</sup> For purposes of determining the net value of the person’s primary residence, indebtedness secured by the person’s primary residence (i) within sixty (60) days of the date of the person’s purchase of the Securities, and/or (ii) in excess of the property’s estimated fair market value, must be treated as a liability in the net worth calculation.

**The suitability standards discussed herein are minimum requirements for prospective investors, and the satisfaction of these standards does not necessarily mean that the Securities are a suitable investment for as prospective investor.**

The Company reserves the right, in its sole discretion, to reject any potential investor, to require potential investors to furnish financial or other information before admission as a Shareholder, and to restrict the size of investments.

Offshore Investors (Regulation S)

Securities may also be offered to non-U.S. persons in offshore transactions pursuant to Regulation S under the Securities Act. In such cases, the investor must represent, warrant, and covenant that:

- (i) It is not a “U.S. person” as defined in Rule 902(k) of Regulation S;
- (ii) It is acquiring the Securities in an “offshore transaction” as defined in Rule 902(h);
- (iii) It is not acquiring the Securities for the account or benefit of any U.S. person;
- (iv) It will not offer, sell, pledge, or otherwise transfer the Securities in the United States or to a U.S. person unless the transfer is registered under the Securities Act or an exemption from registration is available;
- (v) It understands and agrees that the Securities are subject to resale restrictions under Regulation S, including the applicable distribution compliance period provided in Rule 903.

**Each non-U.S. investor will be required to provide certifications and documentation in the Subscription Agreement and related exhibits sufficient to demonstrate compliance with Regulation S.**

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## VIII. SUBSCRIPTION PROCEDURES

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To subscribe for Securities in the WLSC pursuant to this Offering, prospective investors will need to review and execute a copy of the Subscription Agreement, the Company's Agreement and the Investor Questionnaire.

Each prospective Shareholder must deliver to the WLSC a fully completed, dated, and signed Subscription Agreement, together with all required exhibits and any additional documentation requested by the Manager to satisfy applicable due diligence or regulatory requirements (the "Subscription Documents"), at least 48 hours prior to the applicable Closing.

Any Subscription Agreement that is submitted without all required information and supporting documentation will not be processed until completed, which may result in the prospective investor not being admitted to the WLSC until a subsequent Closing.

To enable the Company to verify each investor's eligibility under the applicable exemption from registration, prospective investors subscribing under Regulation D must provide documentation evidencing their status as "accredited investors" within the meaning of Rule 501 of Regulation D, including a completed Investor Questionnaire and any supporting materials requested by the Manager (such as financial statements, third-party verifications, or professional certifications, as applicable). Investors subscribing under Regulation S must provide certifications confirming that they are not "U.S. persons" within the meaning of Rule 902(k) of Regulation S, that they are acquiring the Securities in an "offshore transaction" as defined in Rule 902(h), and that they are in compliance with all applicable non-U.S. laws. Similarly, investors subscribing to Debt Notes must provide documentation as requested by the Manager to verify eligibility under Regulation D or Regulation S, as applicable, which may include representations regarding investor status, residency, and compliance with the relevant exemption.

The Manager may accept or reject any subscription, in whole or in part, in its sole discretion and for any reason, or may withdraw the Offering entirely at any time. In the event a subscription is not accepted, any Companies received from the prospective investor will be returned without interest or deduction.

All subscription amounts must be transferred to an account established by the Manager in the name of the Company WLSC (the "Subscription Account"), at a financial institution selected by the Manager. Until the relevant Closing or the termination of the Offering, the subscription amounts will be held in the Subscription Account for the benefit of the WLSC and the applicable subscribers.

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## **IX. AVAILABLE INFORMATION**

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Any documents or information concerning the WLSC which a prospective investor reasonably requests to inspect or have disclosed to it will be made available or disclosed, subject in appropriate circumstances to receipt by the WLSC of reasonable assurances that such documents or information will be maintained in confidence.

If you require additional information or have any questions, please contact: [leo@westland.com](mailto:leo@westland.com).

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## SCHEDULE 1

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### Schedule of Defined Terms

This Schedule contains the definitions of certain terms used in this Confidential Private Placement Memorandum. Terms used herein shall have the meanings set forth below and shall apply equally to both singular and plural forms. Capitalized terms used but not defined in this Exhibit shall have the meanings assigned to them in the relevant sections of the Agreement.

“**ABS**” means asset-backed securities.

“**Accredited Investors**” means investors who meet the qualifications set forth in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended.

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with such Person. For purposes of this definition, “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

“**Business Days**” means any day other than a Saturday, Sunday, or any other day on which banks are authorized or required to close in the city of Felton, Delaware.

“**Capital Commitments**” means the aggregate amount that a Shareholder has agreed to contribute to the WLSC, as set forth in such Shareholder’s Subscription Agreement, which amount may be drawn down from time to time pursuant to capital calls issued by the Manager.

“**Closing Conditions**” means all applicable conditions to the Closing as determined by the Manager, including the Manager’s acceptance of the investor’s Subscription Documents and satisfaction of any other requirements necessary to complete the Closing.

“**Contingencies**” means any unexpected or uncertain obligations or liabilities of the WLSC, including those arising from pending or potential litigation, regulatory developments, disputes, contract obligations, indemnification claims, or other events not foreseeable at the time capital is called or investments are made.

“**Company**” shall refer to Westland World, Inc, a Florida Corporation.

“**Company’s Agreement**” shall refer to Bylaws of Westland World, Inc, a Florida Corporation.

“**Equalization Payment**” means a payment required to be made by each Subsequent Closing Shareholder in connection with its Companyed Capital Commitments, intended to place all Shareholders on equal footing as if admitted at the First Closing.

“**Expenses**” means all reasonable, documented, out-of-pocket costs and expenses directly attributable to the organization, operation, investment activities, or liquidation of the WLSC, including, but not limited to, due diligence, legal, accounting, auditing, tax, regulatory compliance, valuation, administration, technology, third-party service providers, and transaction costs. Expenses shall also include any costs advanced by the Manager on behalf of the WLSC and reimbursed by the WLSC.

“**First Closing**” means the initial closing of the Offering, as determined by the Manager, upon which one or more investors are first admitted as Shareholders of the WLSC and their Capital Commitments are accepted.

“**Information**” means all confidential, proprietary, and non-public information contained in or accompanying this Memorandum, including, without limitation, the existence of the investment opportunity described herein, as well as any financial information, data, analyses, and projections relating to the Company.

“**Investment Objective**” refers to the primary goal of the WLSC, which is to generate stable returns for its Shareholders through the acquisition of real estate assets. The Company seeks to achieve this objective by purchasing interests in such receivables through inter-companies

transactions or structured participation agreements, rather than originating loans directly. Income is expected to be derived primarily from interest payments made on the underlying receivables, with distributions made to Shareholders on a regular basis. The Company will not be responsible for servicing, enforcing, or restructuring the receivables, which shall remain under the administration of the respective Originating Entities.

**“Investment Period”** means the period commencing on the date of the First Closing of the WLSC and ending on the earlier of (i) such date as determined by the Manager in its sole discretion, or (ii) the date on which the WLSC has invested all, or substantially all, of its committed capital (net of reserves). During the Investment Period, the Manager may initiate new investments on behalf of the WLSC. After the conclusion of the Investment Period, no new investments shall be initiated, although the Company may continue to make follow-on investments or Company Expenses, Reserves, Contingencies, or Tax obligations.

**“Manager”** refers to Westland World, Inc, also known as the Company, acting in its capacity as manager of the WLSC Shares. The Manager is responsible for providing management and administrative services to the Company, including, but not limited to, sourcing and evaluating investment opportunities, conducting due diligence on targeted investments, coordinating investor participation, and managing the Company’s investment portfolio. The Manager shall have full and exclusive authority to make all investment and operational decisions on behalf of the Company, including the ultimate authority to approve or reject investments.

**“Shareholders”** means those Persons whose subscriptions for Shares in the WLSC have been accepted and who have been admitted as Shareholders of the WLSC in accordance with the terms of the WLSC in the Company’s Agreement and applicable law. Each Shareholder shall have the rights and obligations set forth in the WLSC in the Company’s Agreement and as otherwise provided under applicable law.

**“Shareholdership Interests”** means the corporation company Shareholder interests in the WLSC issued to Shareholders in the form of Shares, entitling the holder to the rights and subjecting the holder to the obligations set forth in the WLSC in the Company’s Agreement and under applicable law.

**“Memorandum”** shall mean this Confidential Private Placement Memorandum, including all Exhibits, Schedules and any amendments hereto.

**“Offering”** means the WLSC’s offering of up to USD 20,000,000.00 of Securities to investors, pursuant to the terms and conditions set forth in this Memorandum.

**“Originating Entities”** means the designated WLSC of, or companies related to, the Company that originate or issue Real Estate Assets to be acquired by the WLSC. Such entities may include affiliated WLSC or entities under common control with the Company, and are responsible for the origination, structuring, or initial ownership of the receivables in which the Company invests.

**“Person”** means any individual, corporation, partnership, limited liability company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other legal or commercial entity.

**“Preferred Return”** means the priority distribution of cash interest on Investments to the Shareholders of the Company, equivalent to 15% per annum of the Capital Contributed by such Shareholders added to 30% of the result of assets attached to WLSC Preferred Shares, payable before any allocation of remaining investment interest to the Manager as Carried Interest.

**“Related Parties”** shall refer to any individual or entity that has a direct or indirect relationship with the WLSC that may give rise to potential conflicts of interest. This includes, but is not limited to, the Affiliates of the WLSC, or immediate family Shareholders of Shareholders or Manager.

**“Remaining Commitment”** means, with respect to any Shareholder, such Shareholder’s total Capital Commitment less the aggregate amount of capital contributions made by such Shareholder to the WLSC. Equalization Payments do not reduce a Shareholder’s Remaining Commitment.

**“Reserves”** means amounts retained or set aside by the WLSC, in the Manager’s discretion, for anticipated or contingent obligations, liabilities, follow-on investments, Fees, Expenses, or other costs and obligations of the WLSC, including those arising after the end of the Investment Period.

**“Securities”** means, collectively, the Shares offered by the WLSC.

**“Securities Act”** means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

**“Securities and Exchange Commission”** or **“SEC”** means the United States Securities and Exchange Commission, the federal agency responsible for administering and enforcing the federal securities laws of the United States, including the Securities Act of 1933 and the Securities Exchange Act of 1934, and for overseeing the regulation of securities markets, market participants, and investment vehicles.

**“Securities Exchange Act”** means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

**“Securities Holders”** means, collectively, the holders of WLSC Shares issued by the, each of whom has subscribed for and holds Securities pursuant to the terms of this Memorandum and the applicable governing documents, including the Subscription Agreement or the Loan Agreement, as applicable.

**“WLSC Agreement”** means the Income Company Separate WLSC Agreement entered into by and among the Manager and the Shareholders of the WLSC, as amended from time to time, which governs the rights, obligations, and duties of the Shareholders and the operation, governance, and management of the WLSC.

**“WLSC”, “WLSC”,** shall refer to Preferred Share WLSC issued by Westland World, Inc, a designated, a Florida Corporation Company.

**“Company”, “we”, “us”, or “our”** shall refer to and be used interchangeably to denote Westland World, Inc, a designated, a Florida Corporation Company.

**“Subscription Account”** refers to the bank account established by the Manager in the name of the WLSC at a financial institution selected by the Manager, into which all subscription amounts must be deposited. The Subscription Account is designated to hold Companies received from prospective Shareholders in connection with the Offering. Such Companies shall be held for the benefit of the WLSC and the applicable subscribers until the occurrence of a Closing or the termination of the Offering. If a subscription is not accepted, the corresponding Companies will be returned to the prospective Shareholder without interest or deduction.

**“Subscription Agreement”** means the agreement pursuant to which an investor subscribes for Shares in the Offering, substantially in the form attached hereto as Exhibit A, and which sets forth the terms and conditions of the subscription, including representations, warranties, and other provisions applicable to the Offering. The subscription for Shares shall only become effective upon acceptance of the Subscription Agreement by the Company.

**“Subscription Documents”** means the complete set of documents that each prospective Shareholder must submit to the WLSC in order to invest in the Shares. This includes a fully completed, dated, and signed Subscription Agreement, all required exhibits thereto, and any additional documentation that may be requested by the Manager to satisfy applicable due diligence, anti-money laundering, or other regulatory requirements.

**“Subscription Period”** means the period commencing upon the release of this Memorandum and ending on the earliest of: (i) the final closing date as determined by the Manager; (ii) the date on

which the maximum aggregate Capital Commitments have been received; or (iii) the date on which the Manager elects, in its sole discretion, to terminate the Offering.

**“Subsequent Closing Capital”** means the amount of capital contributed to the WLSC by Subsequent Closing Shareholders at a Subsequent Closing.

**“Subsequent Closing Shareholders”** means those investors who are admitted to the WLSC at any Subsequent Closing or who increase their Capital Commitments after the First Closing.

**“Subsequent Closings”** means any additional closings held after the First Closing and during the Subscription Period, at which new investors may be admitted to the WLSC or existing investors may increase their Capital Commitments.

**“Tax”** means any federal, state, local, foreign or other taxes, levies, duties, imposts, assessments, fees or other governmental charges (including interest, penalties or additions related thereto) payable or incurred by the WLSC, including any tax-related compliance costs or expenses related to the preparation and filing of tax returns or other regulatory reports, or tax-related withholding obligations of the Company or its Shareholders.

**“Undrawn Capital Commitment”** means, with respect to any Shareholder, the portion of such Shareholder’s total Capital Commitment that has not yet been called by the Manager and remains available for future capital calls.

**“Shares”** shall mean the Preferred Shares WLSC issued by Westland World, Inc, a designated, a Florida Corporation Company, representing an ownership interest therein.

**“U.S. Person”** means a person that falls within the definition set forth in Rule 902(k) of Regulation S under the U.S. Securities Act of 1933, as amended. This includes, but is not limited to, U.S. residents, entities organized under U.S. law, and certain accounts or trusts managed by U.S. persons, as further detailed in such rule.



**EXHIBIT A-1**

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**FORM OF SUBSCRIPTION AGREEMENT FOR U.S. PERSONS**

## **Subscription Agreement**

### **(Accredited Investors)**

**THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE OR OTHER SECURITIES AUTHORITIES. THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF FEDERAL AND STATE SECURITIES LAWS. THEY MAY NOT BE SOLD OR TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION TO THE REGISTRATION REQUIREMENTS OF THOSE SECURITIES LAWS.**

**THIS SUBSCRIPTION AGREEMENT DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO PURCHASE, ANY OF THE SECURITIES DESCRIBED HEREIN BY OR TO ANY PERSON IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL, STATE, OR FOREIGN SECURITIES AUTHORITIES, NOR HAVE ANY SUCH AUTHORITIES REVIEWED OR DETERMINED THE ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**

**INVESTMENT IN THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK. INVESTORS MUST RELY ON THEIR OWN ANALYSIS OF THE INVESTMENT TERMS AND CONDITIONS OF THE PROPOSED INVESTMENT AND THEIR OWN ASSESSMENT OF THE RISKS INVOLVED.**

The undersigned (the “Undersigned” or “Subscriber”) understands that **Westland World, Inc**, a corporation company organized under the laws of the State of Florida (the “Company”), is offering the purchase of its company Preferred Shares WLSC (“Shares” or “Securities”) in a private placement. This offering is made pursuant to the Private Placement Memorandum dated September 30<sup>th</sup>, 2025 (the “PPM”), all as more particularly described and set forth in the PPM. The Undersigned further understands that the offering is being made without registration of the Securities under the Securities Act of 1933, as amended (the “Securities Act”), or any securities law of any state of the United States or of any other jurisdiction and is being made to “accredited investors” (as defined in Rule 501 of Regulation D under the Securities Act).

1. Subscription. Subject to the terms and conditions hereof and the provisions of the PPM, the undersigned hereby irrevocable subscribes and purchases from the Company, and the Company shall sell and issue to the Undersigned Securities set forth in the signature section of this Subscription Agreement (the “Subscription Amount”). The Undersigned

acknowledges that the Securities will be subject to restrictions on transfer as set forth in this subscription agreement (the “Subscription Agreement” or “Agreement”).

2. Acceptance of Subscription and Issuance of Securities. It is understood and agreed that the Company shall have the sole right, at its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the Undersigned at the Closing referred to in Section 3 hereof. Subscriptions need not be accepted in the order received, and the Securities may be allocated among different subscribers. Notwithstanding anything in this Subscription Agreement to the contrary, the Company shall have no obligation to issue any of the Securities to any person who is a resident of a jurisdiction in which the issuance of Securities to such person would constitute a violation of the securities, “blue sky” or other similar laws of such jurisdiction (collectively referred to as the “State Securities Laws”).
3. Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place simultaneously with the execution of this Agreement on the date of this Agreement (the “Closing Date”).
4. Payment for Securities. Payment for the Securities shall be received by the Company from the Undersigned by wire transfer of immediately available Companies or other means approved by the Company at or prior to the Closing, in the Subscription Amount as set forth in the signature of this Subscription Agreement. The Company may deliver certificates representing the Securities to the Undersigned at the Closing bearing an appropriate legend referring to the fact that the Securities were sold in reliance upon an exemption from registration under the Securities Act.
5. Representations and Warranties of the Company. As of the Closing, the Company represents and warrants that:
  - a. The Company has been duly incorporated and is validly existing under the laws of Florida, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any authorizations, approvals, permits, and orders required by law for the conduct by the Company of its business as it is currently being conducted.
  - b. The Securities have been duly authorized and, when issued, delivered, and paid for in the manner set forth in this Subscription Agreement, will be validly issued, fully paid, and nonassessable, and will conform in all material respects to the description thereof set forth in the PPM.
  - c. There is no fact known to the Company (other than general economic conditions known to the public generally) that has not been disclosed in the PPM that could

reasonably be expected to materially and adversely affect the ability of the Company to perform its obligations pursuant to this Agreement and the issuance of the Securities.

- d. This Agreement has been duly executed and delivered by the Company and constitutes a legal and binding obligation of the Company enforceable in accordance with its terms.
  - e. The foregoing representations, warranties, and agreements are true, correct, and complete in all material respects, and shall survive the Closing and the issuance of Securities.
  - f. The Company is not obligated to pay any compensation or other fees, costs, or related expenditures in cash or securities to any underwriter, broker, agent, or other representative in connection with this Offering.
6. Representations and Warranties of the Undersigned. The Undersigned hereby represents and warrants to and covenants with the Company that:
- a. General.
    - i. The Undersigned has all requisite authority (and in the case of an individual, the capacity) to purchase the Securities, enter into this Subscription Agreement, and to perform all the obligations required to be performed by the Undersigned hereunder, and such purchase will not contravene any law, rule, or regulation binding on the Undersigned or any investment guideline or restriction applicable to the Undersigned.
    - ii. The Undersigned is a resident of the state set forth on the signature page hereto and is not acquiring the Securities as a nominee or agent or otherwise for any other person.
    - iii. The Undersigned will comply with all applicable laws and regulations in effect in any jurisdiction in which the Undersigned purchases or sells Securities and obtain any consent, approval, or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which the Undersigned is subject or in which the Undersigned makes such purchases or sales, and the Company shall not have any responsibility therefor.
  - b. Information Concerning the Company.
    - i. The Undersigned has received a copy of the PPM, the Undersigned has not been furnished any offering literature other than the PPM, and the Undersigned has relied only on the information contained therein.

- ii. The Undersigned understands and accepts that the purchase of the Securities involves various risks, including the risks outlined in the PPM and in this Subscription Agreement. The Undersigned represents that it is able to bear any loss associated with an investment in the Securities.
- iii. The Undersigned is familiar with the purposes of the PPM, all as generally described in the PPM. The Undersigned has had access to such information concerning the Company and the Securities as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Securities.
- iv. The Undersigned understands that, unless the Undersigned notifies the Company in writing to the contrary at or before the Closing, each of the Undersigned's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the Undersigned.
- v. The Undersigned acknowledges that the Company has the right in its sole and absolute discretion to abandon this private placement at any time prior to the completion of the offering. This Subscription Agreement shall thereafter have no force or effect, and the Company shall return the previously paid subscription price of the Securities, without interest thereon, to the Undersigned.
- vi. The Undersigned understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.
- vii. The Undersigned understands that, to the fullest extent permitted by applicable law, the Manager shall not be limited by any law nor hereafter in effect or customs limiting the investments that may be made or retained by entities similar to the Company, and the Manager shall have no liability even if the investment made in or concerning the real asset-backed receivables (as defined in the PPM) does not produce income or is of a character or in an amount not considered proper for the investment of Companies by entities similar to the Company.
- viii. The Undersigned has read and understood the Bylaws of the Corporation. The Undersigned agrees and understands that the Securities herein shall at all times be subject to the terms of the Corporation Company Bylaws.

ix. The Undersigned has had an opportunity to ask questions of, and receive answers from, the Manager of the Company concerning the Agreement, the exhibits and schedules attached hereto and thereto and the transactions contemplated by this Agreement, as well as the Company's business, management and financial affairs, which questions were answered to its satisfaction. The Undersigned represents and warrants that it has received all the information the Undersigned considers necessary or appropriate for deciding whether to purchase Securities. The Undersigned understands that such discussions, as well as any information issued by the Company, were intended to describe certain aspects of the Company's business and prospects but were not necessarily a thorough or exhaustive description.

c. Waiver of Conflict.

- i. The Undersigned acknowledges that the Manager of the Company has the authority to enter into transactions with entities that are controlled and/or managed by the Manager. The Undersigned understands that an investment in the Company presents a potential conflict of interest for the Manager.
- ii. The Undersigned has received adequate disclosure of this conflict and has read and understood the disclosures relating to the conflicts of interest set forth in the PPM.
- iii. The Undersigned voluntarily chooses to invest in the Company and expressly waives any claims arising therefrom, to the fullest extent permitted by applicable law.

d. Non-Reliance

- i. The Undersigned represents that it is not relying on (and will not at any time rely on) any communication (written or oral) of the Company, as investment advice or as a recommendation to purchase the Securities, it being understood that information and explanations related to the terms and conditions of the Securities and the other transaction documents that are described in the PPM shall not be considered investment advice or a recommendation to purchase the Securities, and that neither the Company nor any of its affiliates is acting or has acted as an advisor to the Undersigned in deciding to invest in the Securities. The Undersigned acknowledges that neither the Company nor any of its affiliates has made any representation regarding the proper characterization of the Securities for purposes of determining the Undersigned's authority to invest in the Securities.

- ii. The Undersigned confirms that the Company has not (A) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Securities or (B) made any representation to the Undersigned regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, the Undersigned is not relying on the advice or recommendations of the Company and the Undersigned has made its own independent decision that the investment in the Securities is suitable and appropriate for the Undersigned.
- iii. The Undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained in this Agreement, and hereby agrees to indemnify and hold harmless the Company and any affiliate of the Company, the Manager, and Shareholders of the Company, holders of Securities, associates, agents, and employees of the Company, and their affiliates, and any professional advisers to any of the above parties, from and against any and all loss, damage, or liability (including costs and reasonable attorneys' fees) due to or arising out of a breach of any representation, warranty, or acknowledgement of the Undersigned or failure to fulfill any obligation of the Undersigned, whether contained in this Agreement or in any other document completed as part of the sale of the Securities to the Undersigned, or arising out of the sale or distribution by the Undersigned of any securities in violation of the Securities Act or any applicable state securities laws. Notwithstanding any of the representations, warranties, acknowledgements, or agreements made herein by the Undersigned, the Undersigned does not hereby or in any other manner waive any rights granted to the Undersigned under federal or state securities laws.

e. Status of the Undersigned.

- i. The Undersigned has such knowledge, skill, and experience in business, financial and investment matters that the Undersigned is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of the Undersigned's own professional advisors, to the extent that the Undersigned has deemed appropriate, the Undersigned has made its own legal, tax, accounting, and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Subscription Agreement. The Undersigned has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and the Undersigned is able to bear the risks associated

with an investment in the Securities, and it is authorized to invest in the Securities.

- ii. The Undersigned is a resident of the United States and qualifies as an “accredited investor” as defined in Rule 501(a) under the Securities Act or is an entity that qualifies as an “accredited investor”. The Undersigned agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Securities. The Undersigned acknowledges that the Undersigned has completed the Investor Suitability Questionnaire contained in Appendix A and that the information contained therein is complete and accurate as of the date thereof and is hereby affirmed as of the date hereof. Any information that has been furnished or that will be furnished by the Undersigned to evidence its status as an accredited investor is accurate and complete and does not contain any misrepresentation or material omission.

f. Restrictions on Transfer or Sale of Securities.

- i. The Undersigned is acquiring the Securities solely for the Undersigned’s own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. The Undersigned understands that the Securities have not been registered under the Securities Act or any State Securities Laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the Undersigned and of the other representations made by the Undersigned in this Subscription Agreement. The Undersigned understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.
- ii. The Undersigned understands that the Securities are “restricted securities” under applicable federal securities laws and that the Securities Act and the rules of the U.S. Securities and Exchange Commission (the “Commission”) provide in substance that the Undersigned may dispose of the Securities only pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements of the Securities Act, and the Undersigned understands that the Company has no obligation or intention to register any of the Securities or the offering or sale thereof, or to take action so as to permit offers or sales pursuant to the Securities Act or an exemption from registration thereunder (including pursuant to Rule 144 thereunder). Accordingly, the Undersigned understands that under the Commission's rules, the Undersigned may



dispose of the Securities only in “private placements” which are exempt from registration under the Securities Act, in which event the transferee will acquire “restricted securities”, subject to the same limitations that apply to the Securities in the hands of the Undersigned. Consequently, the Undersigned understands that the Undersigned must bear the economic risks of the investment in the Securities for an indefinite period of time.

- iii. The Undersigned agrees: (A) that the Undersigned will not sell, assign, pledge, give, transfer, or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, unless the transaction is registered under the Securities Act and complies with the requirements of all applicable State Securities Laws, or the transaction is exempt from the registration provisions of the Securities Act and all applicable requirements of State Securities Laws; (B) that the certificates representing the Securities, if issued, will bear a legend making reference to the foregoing restrictions; and (C) that the Company and its affiliates shall not be required to give effect to any purported transfer of such Securities, except upon compliance with the foregoing restrictions.

7. Conditions to Obligations of the Undersigned and the Company. The obligations of the Undersigned to pay the Subscription Amount and of the Company to sell those Securities, are subject to the satisfaction at or prior to the Closing of the following conditions precedent: (1) the representations and warranties of the Company contained in Section 5 hereof and of the Undersigned contained in Section 6 hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made on and as of the Closing; and (2) Subscription Agreement has been accepted by the Company.
8. Obligations Irrevocable. The obligations of the Undersigned shall be irrevocable.
9. Default. If the Undersigned fails to perform its obligations hereunder within five (5) days after receipt of notice by the Company to the Undersigned of such failure, the Company may, at its sole option:
  - a. refuse to issue and deliver the Securities to the Undersigned; or
  - b. result in the reversion of all rights, title, and interest in the Securities to the Company and a rescission of the transactions contemplated hereby.

If either (a) or (b) above occurs, the Company shall have no liability to the Undersigned for:

- i. the failure of the Closing to occur, or
- ii. its failure to issue the Securities to the Undersigned.

10. Exempt Transactions. The Securities are being offered and sold in reliance on specific exemptions from the registration requirements of federal and state law and the representations of purchasers of Securities, warranties, agreements, acknowledgments and applicability of such exemptions and the suitability of these purchasers to acquire the Securities.
11. Legend. If issued, the certificates representing the Securities sold pursuant to this Subscription Agreement will be imprinted with a legend in substantially the following form:

“THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR SUCH OTHER APPLICABLE LAWS.”
12. Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.
13. Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.
14. Waiver, Amendment. Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged, or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.
15. No Third-Party Beneficiaries. Except as provided herein, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16. Assignability. Neither this Subscription Agreement nor any right, remedy, obligation, or liability arising hereunder or by reason hereof shall be assignable by either the Company or the Undersigned without the prior written consent of the other party, and any attempted assignment without such prior written consent shall be void.
17. Waiver of Jury Trial. The Undersigned irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of the transactions contemplated by this Subscription Agreement.
18. Submission to Jurisdiction. The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the United States District Court for the District of Florida or in the Court of Chancery of the State of Florida (or, if such court lacks subject matter jurisdiction, in the Superior Court of the State of Delaware), so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Florida. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding which is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by registered mail to the address set forth in the books and records of the Company shall be effective service of process for any suit, action, or other proceeding brought in any such court.
19. Governing Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
20. Section and Other Headings. The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.
21. Counterparts. This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.
22. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered or certified mail, return receipt requested, postage prepaid, or via e-mail with read receipt, to the addresses informed in the signature section of this Subscription Agreement (or such other address as either party shall have specified by notice in writing to the other).

23. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
24. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company and the Closing, (ii) changes in the transactions, documents and instruments described in the PPM which are not material, or which are to the benefit of the Undersigned, and (iii) the death or disability of the Undersigned.
25. Notification of Changes. The Undersigned hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the Closing of the purchase of the Securities pursuant to this Subscription Agreement which would cause any representation, warranty, or covenant of the Undersigned contained in this Subscription Agreement to be false or incorrect.
26. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this [●] of [●], 2025.

**INVESTOR** *(if an individual):*

**INVESTOR** *(if an entity):*

\_\_\_\_\_  
[First Name, MI, Last Name]

\_\_\_\_\_  
[Entity Name]

*By: [.] , I have the authority to bind the Company.*

**Subscription Selection:**

Equity

**Subscription Amount:**

US\$ [amount in numbers] ([amount in words])

**If entity, the State of Formation:\***

[.]

**If individual, the Place of Residence:\*\***

[.]

Identification Number:

[.]

**Investor's Address for Notices:**

[.]

**E-mail:**

[.]

**Telephone Number:**

[.]

**Attention:**

[Insert name of representative authorized to receive notice], [*title of representative*]

\*If **entity**, please provide copy of Articles or Certificate of Incorporation, bylaws, and board resolutions authorizing the corporation's investment in the Company.

\*\*If **individual**, please provide a copy of your valid identification document and proof of residence.

**Additional Owner Information:**

Information for  Co-Owner  Trustee  Minor  Authorized Signor  Other

Please provide the below information for each co-owner/ minor/ custodian/ trustee or authorized signor on the account.

Residential/Permanent address is required (we cannot accept a PO Box or a rural route number).

**Name:**

**Street Address:**

**E-mail/ Mobile Phone:**

**If entity, the State/Country of Formation:**

**If individual residing in the U.S., Place of Residence:**

Proof of Residence:

**If individual residing outside of the U.S., Country of Residence:**

Passport Number and  
Country of Issuance:

The Company is required to obtain, and very certain information from you or persons on your behalf. We may also ask to see other identifying documents. If you do not provide the information, the Company may not be able to issue you any Securities.

By signing the Subscription Agreement, you agree to provide this information and confirm that this information is true and correct. If we are unable to verify your identity, or that of another person(s) authorized to act on your behalf, or if we believe we have identified potentially criminal activity, we reserve the right to take action as we deem appropriate.

*[Signature page of the Subscription Agreement executed by [•] dated as of [•], 2025].*

**ACCEPTANCE OF SUBSCRIPTION** (To be filled out **only** by a representative of the Company)

The Company hereby accepts the above application for subscription for Securities.

Dated: [●] of [●], 2025.

**The Company:**

**WESTLAND WORLD, INC - COMPANY**

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By: Leonardo Fuzzaro

Its: Authorized Representative

## APPENDIX A

### WESTLAND WORLD, INC

To: Prospective purchasers of corporation company Shares, (“Shares” or “Securities”) offered by **WESTLAND WORLD, INC** (the “Company”)

Re: **Requirement to Submit an Investor Questionnaire**

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The Securities are offered in the United States to “accredited investors,” pursuant to Rule 506(c) of Regulation D under the Securities Act of 1933, as amended. The purpose of the attached Accredited Investor Representation Letter (the “Letter”) is to collect information from you to determine whether you are an Accredited Investor and otherwise meet the suitability criteria established by the Company for investing in the Securities.

As part of verifying your status as an Accredited Investor, you may be asked to submit supporting documentation as described in the Letter. You must fully complete and sign the Letter, and deliver all required supporting documentation, before the Company will consider your proposed investment.

**By submitting the Letter, you agree to provide all required supporting documentation within thirty (30) days after the date that you submit the Letter.**

All of your statements in the Letter and all required supporting documentation delivered by you or on your behalf in connection with the Letter (collectively, the “Investor Information”) will be treated confidentially. However, you understand and agree that the Company may present the Investor Information to such parties as it deems appropriate to establish that the issuance and sale of the Securities (a) is exempt from the registration requirements of the Securities Act or (b) meets the requirements of applicable state securities laws.

You understand that the Company will rely on your representations and other statements and documents included in the Investor Information in determining your status as an Accredited Investor, your suitability for investing in the Securities and whether to accept your subscription for the Securities.

The Company reserves the right, in its sole discretion, to verify your status as an Accredited Investor using any other methods that it may deem acceptable from time to time. However, you should not expect that the Company will accept any other such method. The Company may refuse to accept your request for investment in the Securities for any reason or for no reason.

*[remainder of this page intentionally left blank]*

**Investor Questionnaire**



**WESTLAND WORLD, INC**

ATTN: Leonardo Fuzzaro

**390 N Orange Av. Suite 2300 Orlando FL 32801**

Dear **WESTLAND WORLD, INC**,

I am submitting this Accredited Investor Representation Letter (the “Letter”) in connection with the offering of the Corporation Preferred Shares WLSC, (“Shares” or “Securities”) of **WESTLAND WORLD, INC** (the “Company”). I understand that the Securities are being sold only to accredited investors (“Accredited Investors”) as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”).

I hereby represent and warrant to the Company that I qualify as an Accredited Investor on the basis that:

*(You **must** choose Part A or B below and check the applicable boxes.)*

A. I am a **NATURAL PERSON** and:

*(An investor using this Part A must check box (1), (2), (3), (4), (5), (6) or (7).)*

(1) **Income Test:** My individual income exceeded \$200,000 in each of the two most recent years or my joint income together with my spouse or spousal equivalent (as defined in Rule 501(j) under the Securities Act) (“**Spousal Equivalent**”) exceeded \$300,000 in each of those years;

**and**

I reasonably expect to earn individual income of at least \$200,000 this year or joint income with my spouse or Spousal Equivalent of at least \$300,000 this year.

To support the representation in A(1) above:

*(You **must** check box (a), (b) or (c).)*

(a) I will deliver to the Company copies of Form W-2, Form 1099, Schedule K-1 of Form 1065 or a filed Form 1040 for each of the two most recent years showing my income or my joint income with my spouse or Spousal Equivalent as reported to the Internal Revenue Service for each of those years. I understand that I may redact such documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm annual income.

**OR**

- (b) My salary or my joint salary with my spouse or Spousal Equivalent is publicly available information that has been reported in a document made available by the U.S. government or any state or political subdivision thereof (for example, reported in a filing with the Securities and Exchange Commission) and I will deliver to the Company copies of such publicly available materials identifying me or me and my spouse or Spousal Equivalent by name and disclosing the relevant salary information for each of the two most recent years.

**OR**

- (c) In accordance with the procedures described below under the heading “Independent Third-Party Verification,” I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney or certified public accountant to deliver to the Company written confirmation of my status as an Accredited Investor based on my individual income or my joint income together with my spouse or Spousal Equivalent.

- (2) **Net Worth Test:** My individual net worth, or my joint net worth together with my spouse or Spousal Equivalent, exceeds \$1,000,000.

For these purposes, “net worth” means the excess of:

- my total assets at fair market value (including all personal and real property, but excluding the estimated fair market value of my primary residence)
- minus**
- my total liabilities.

For these purposes, “liabilities”:

- exclude any mortgage or other debt secured by my primary residence in an amount of up to the estimated fair market value of that residence; but
- include any mortgage or other debt secured by my primary residence in an amount in excess of the estimated fair market value of that residence.

For these purposes, “joint net worth” can be the aggregate net worth of me and my spouse or Spousal Equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard does not require that the securities be purchased jointly.

I confirm that my total individual liabilities, or my total joint liabilities together with my spouse or Spousal Equivalent, do not exceed

\$ \_\_\_\_\_. I represent that all liabilities necessary to determine my individual net worth, or my joint net worth together with my spouse or Spousal Equivalent, for the purpose of determining my status as an Accredited Investor are reflected in the dollar amount in the preceding sentence.

In addition, I confirm that I have not incurred any incremental mortgage or other debt secured by my primary residence in the 60 days preceding the date of this Letter, and I will not incur any incremental mortgage or other debt secured by my primary residence prior to the date of the closing for the sale of the Securities. I agree to promptly notify the Company if, between the date of this Letter and the date of the closing for the sale of the Securities, I incur any incremental mortgage or other debt secured by my primary residence. *(NOTE: If the representation in the first sentence of this paragraph is untrue or becomes untrue prior to the date of the closing for the sale of the Securities, you may still be able to invest in the Securities. However, you must first contact the Company for additional instructions on how to calculate your net worth for purposes of this offering.)*

To support the representations in Part A(2) above:

*(You **must** check box (a) or (b).)*

(a) I will deliver to the Company:

(i) Copies of bank statements, brokerage statements, other statements of securities holdings, certificates of deposit, tax assessments and/or appraisal reports issued by independent third parties that show my individual assets or my joint assets together with my spouse or Spousal Equivalent;

**and**

(ii) A copy of a consumer credit report for me (or copies of consumer credit reports for me and my spouse or Spousal Equivalent) issued by TransUnion, Equifax or Experian.

I understand that each document described in paragraphs (i) and (ii) above must be dated no earlier than three months prior to the date of the closing for the sale of the Securities. I understand that I may redact any of these documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm net worth.

**OR**

- (b) In accordance with the procedures described below under the heading “Independent Third-Party Verification,” I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney or certified public accountant to deliver to the Company written confirmation of my status as an Accredited Investor based on my individual net worth or my joint net worth together with my spouse or Spousal Equivalent.
- (3) **Company Insider:** I am a director or executive officer or manager of the Company or a director or executive officer or general partner of the manager of the Company.
- (4) **Professional Certifications, Designations and Other Credentials.** I hold in good standing one or more of the following certifications, designations and/or credentials:
  - (a) Licensed General Securities Representative (WLSC 7);
  - (b) Licensed Investment Adviser Representative (WLSC 65); and/or
  - (c) Licensed Private Securities Offerings Representative (WLSC 82).
- (5) **Knowledgeable Employee.** I am a “knowledgeable employee” (as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940, as amended (the “Investment Company Act”)) of the Company.

B. I am a **LEGAL ENTITY** that is:

*(An investor using this Part B must check at least one box below. NOTE: An investor that checks any of boxes B(1) through B(18) must contact the Company for additional instructions.)*

- (1) A bank as defined in Section 3(a)(2) of the Securities Act, or any 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.
- (2) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.

- (3) An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 (“Advisers Act”) or registered pursuant to the laws of a state.
- (4) An investment adviser relying on the exemption from registering with the SEC under Section 203(l) or (m) of the Advisers Act.
- (5) An insurance company (as defined in Section 2(a)(13) of the Securities Act).
- (6) An investment company registered under the Investment Company Act.
- (7) A business development company as defined in Section 2(a)(48) of the Investment Company Act.
- (8) A private business development company as defined in Section 202(a)(22) of the Advisers Act.
- (9) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or 301(d) of the Small Business Investment Act of 1958.
- (10) A Rural Business Investment Company (as defined in Section 384A of the Consolidated Farm and Rural Development Act).
- (11) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000.
- (12) A 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.
- (13) An employee benefit plan within the meaning of the Employment Retirement Income Security Act of 1974 (the “ERISA”) if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of the ERISA, 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, the investment decisions are made solely by persons that are Accredited Investors.
- (14) A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a “sophisticated person” as described in Rule 506(b)(2)(ii) under the Securities Act.
- (15) An entity in which all of the equity owners are Accredited Investors.

*(NOTE: If box (15) is checked, each equity owner of the entity must individually complete and submit to the Company its own copy of this Letter.)*

- (16) An entity, of a type not listed above, not formed for the specific purpose of acquiring the Securities, owning “investments” (as defined in Rule 2a51-1(b) under the Investment Company Act) in excess of \$5,000,000.
- (17) A “family office” (as defined in Rule 202(a)(11)(G)-1 under the Advisers Act), (i) with assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the Securities, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment (a “Family Office”).
- (18) A “family client” (as defined in Rule 202(a)(11)(G)-1 under the Advisers Act) of a Family Office whose prospective investment in the Company is directed by such Family Office pursuant to Part B(17)(iii) above.

### **INDEPENDENT THIRD-PARTY VERIFICATION**

*(NOTE: An investor should only complete this section if, in Part A(1)(c) or A(2)(b) above, you have agreed to arrange for a third party to deliver written confirmation of your status as an Accredited Investor.)*

To verify my status as an Accredited Investor, I hereby request that the Company or its agent contact:

Name: \_\_\_\_\_

Firm name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

- registered broker-dealer
- SEC-registered investment adviser
- licensed attorney
- certified public accountant

*(NOTE: You must check one of the boxes above. If none are applicable, then you may not rely on independent third-party verification and you must instead directly submit to the Company*

*copies of the other supporting documentation described in Part A(1)(a), A(1)(b) or A(2)(a) above.)*

I understand that the Company will send to the person or firm named above a Verification Letter substantially in the form attached as Annex A. I have informed the person or firm named above that the Company will contact them to verify my status as an Accredited Investor and I hereby authorize the Company and its agents to communicate with the person or firm named above to obtain such verification.

**I understand that I am solely responsible for paying any fees charged by the person or firm named above in connection with verifying my status as an Accredited Investor.**

### **SUPPORTING DOCUMENTATION**

Within 30 days after the date that I submit this Letter to the Company, I will deliver to the Company or arrange to have delivered to the Company on my behalf, all required supporting documentation.

All supporting documentation must be submitted to the Company either electronically, in PDF form, to [insert email address] or by mail or overnight service to 1201 Orange Street, Suite 700, Wilmington, Delaware 19801.

I understand that the Company may request additional supporting documentation from me in order to verify my status as an Accredited Investor and I hereby agree to promptly provide any such additional supporting documentation.

I further understand that, even if I complete and execute this Letter and provide all additional supporting documentation requested by the Company, the Company may in its sole discretion refuse to accept my subscription for the Securities for any reason or for no reason.

### **RELIANCE ON REPRESENTATIONS**

I understand that the Company and its counsel are relying upon my representations in the Letter and upon the supporting documentation to be delivered by me or on my behalf in connection with the Letter (collectively, the “Investor Information”). I agree to indemnify and hold harmless the Company and its respective directors, officers, representatives and agents, and any person who controls any of the foregoing, against any and all loss, liability, claim, damage and expense (including attorneys’ fees) arising out of or based upon any misstatement or omission in the Investor Information or any failure by me to comply with any covenant or agreement made by me in the Investor Information.

### **SHARING OF INVESTOR INFORMATION**

I understand and agree that the Company may present the Investor Information to such parties as it deems appropriate to establish that the issuance and sale of the Securities (a) is exempt from the registration requirements of the Securities Act or (b) meets the requirements of applicable state securities laws.

**INVESTOR'S SIGNATURE AND CONTACT INFORMATION**

Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_

**SPOUSE/SPOUSAL EQUIVALENT'S SIGNATURE AND CONTACT INFORMATION**

*(NOTE: The investor's spouse or Spousal Equivalent need only sign this letter if the investor is a natural person proving its accredited investor status based on **joint income or joint net worth** with the spouse or Spousal Equivalent under Part A(1)(a) or Part A(2)(a). A spouse or Spousal Equivalent who signs this letter makes all representations set out in this letter, including those relating to joint income or joint net worth, as applicable, on a joint and several basis.)*

Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_





## ANNEX A

### Form of Independent Third-Party Verification Letter

[FIRM NAME OR INDIVIDUAL NAME OF INDEPENDENT THIRD PARTY]

[ADDRESS FOR INDEPENDENT THIRD PARTY]

Dear [Mr./Mrs.] [NAME]:

Your client, [NAME OF PROSPECTIVE INVESTOR] (the “Prospective Investor”), has asked us to contact you directly to request that you verify the Prospective Investor's status as an “accredited investor” (an “Accredited Investor”) as that term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”). We are requesting this verification to ensure that the Prospective Investor is eligible to participate in a placement of securities (the “Offering”) by **WESTLAND WORLD, INC** (the “Company”) that is only open to Accredited Investors.

Based on representations made to us by the Prospective Investor, we understand that you are [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney/a certified public accountant]. We further understand that the Prospective Investor qualifies as an Accredited Investor based on [his/her] [income/net worth] (calculated pursuant to Rule 501(a) under the Securities Act), and that you have undertaken an independent analysis of the Prospective Investor's status as an Accredited Investor at least once during the three-month period preceding the date of this letter.

Kindly check box (a) or (b) below and complete the blank, as applicable:

(a) I am [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which I am admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of my residence or principal office]. I have taken reasonable steps to verify that the Prospective Investor is an Accredited Investor based on [his/her] [income/net worth] (whether individually or together with [his/her] spouse or spousal equivalent (as defined in Rule 501(j) under the Securities Act) and, based on those steps, I have determined that the Prospective Investor is an Accredited Investor. The most recent date as of which I have made such determination is \_\_\_\_\_ . To my knowledge after reasonable investigation, no facts, circumstances or events have arisen after that date that lead me to believe that the Prospective Investor has ceased to be an Accredited Investor. I acknowledge that the Company will rely on this letter in determining the Prospective Investor's eligibility to participate in the Offering and I consent to such reliance.

(b) I cannot confirm the Prospective Investor's status as an Accredited Investor.

Once completed, please sign below and submit a copy of the countersigned letter to **WESTLAND WORLD, INC** by (a) emailing it in PDF form to [leo.fuzaro@westlandworld.com](mailto:leo.fuzaro@westlandworld.com) or (b) mailing it to 390 N Orange Ave, Suite 2300, Orlando, Florida, EUA.

Sincerely,

**WESTLAND WORLD, INC**

By: \_\_\_\_\_

Name: Leonardo Fuzzaro

Title: Legal Representative

Date:

Countersigned:

[FIRM NAME]

By: \_\_\_\_\_

Name:

Title:

Date:

cc: [NAME OF PROSPECTIVE INVESTOR]

*(NOTE: If you prefer to use a different form of documentation to confirm the Prospective Investor's status as an Accredited Investor, please submit your alternative form of verification to WESTLAND WORLD, INC using one of the methods listed in the last full paragraph above. Note that if you use a different form of verification, it must be signed and dated and include, at a minimum: (a) confirmation of your status as [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which you are admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of your residence or principal office]; (b) a statement that you have taken reasonable steps to verify that the Prospective Investor qualifies as an Accredited Investor based on [his/her] [income/net worth]; (c) a statement that, based on those steps, you have determined that the Prospective Investor is an Accredited Investor; (d) the date as of which you most recently made that determination; (e) a statement that, to your knowledge after reasonable investigation, no facts, circumstances or events have arisen after that date that lead you to believe that the Prospective Investor has ceased to be an Accredited Investor; and (f) an acknowledgement that the Company will rely on your letter in determining the Prospective Investor's eligibility to participate in the Offering and your consent to such reliance. The Company reserves the right to reject any alternative form of verification letter in its sole discretion.)*



**EXHIBIT A-2**

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**FORM OF SUBSCRIPTION AGREEMENT FOR NON - U.S. PERSONS**

## **Subscription Agreement**

### **(Foreign Subscribers)**

**THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE OR OTHER SECURITIES AUTHORITIES. THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF FEDERAL AND STATE SECURITIES LAWS. THEY MAY NOT BE SOLD OR TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION TO THE REGISTRATION REQUIREMENTS OF THOSE SECURITIES LAWS.**

**THIS SUBSCRIPTION AGREEMENT DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO PURCHASE, ANY OF THE SECURITIES DESCRIBED HEREIN BY OR TO ANY PERSON IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL, STATE, OR FOREIGN SECURITIES AUTHORITIES, NOR HAVE ANY SUCH AUTHORITIES REVIEWED OR DETERMINED THE ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**

**INVESTMENT IN THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK. INVESTORS MUST RELY ON THEIR OWN ANALYSIS OF THE INVESTMENT TERMS AND CONDITIONS OF THE PROPOSED INVESTMENT AND THEIR OWN ASSESSMENT OF THE RISKS INVOLVED.**

The undersigned (the “Undersigned” or “Subscriber”) understands that **WESTLAND WORLD, INC**, a corporation organized under the laws of the State of Florida (the “Company”), is offering the purchase of its corporation Preferred Shares WLSC (“Shares” or “Securities”) in a private placement. This offering is made pursuant to the Private Placement Memorandum dated September 30<sup>th</sup>, 2025 (the “PPM”), all as more particularly described and set forth in the PPM. The Undersigned further understands that the offering is being made without registration of the Securities under the Securities Act of 1933, as amended (the “Securities Act”), or any securities law of any state of the United States or of any other jurisdiction and is being made to non-U.S. persons in accordance with Regulation S under the Securities Act.

27. Subscription. Subject to the terms and conditions hereof and the provisions of the PPM, the undersigned hereby irrevocable subscribes and purchases from the Company, and the Company shall sell and issue to the Undersigned Securities set forth in the signature section of this Subscription Agreement (the “Subscription Amount”). The Undersigned

acknowledges that the Securities will be subject to restrictions on transfer as set forth in this subscription agreement (the “Subscription Agreement” or “Agreement”).

28. Acceptance of Subscription and Issuance of Securities. It is understood and agreed that the Company shall have the sole right, at its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the Undersigned at the Closing referred to in Section 3 hereof. Subscriptions need not be accepted in the order received, and the Securities may be allocated among different subscribers. Notwithstanding anything in this Subscription Agreement to the contrary, the Company shall have no obligation to issue any of the Securities to any person who is a resident of a jurisdiction in which the issuance of Securities to such person would constitute a violation of the securities, “blue sky” or other similar laws of such jurisdiction.
29. Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place simultaneously with the execution of this Agreement on the date of this Agreement (the “Closing Date”).
30. Payment for Securities. Payment for the Securities shall be received by the Company from the Undersigned by wire transfer of immediately available Companies or other means approved by the Company at or prior to the Closing, in the Subscription Amount as set forth in the signature of this Subscription Agreement. The Company may deliver certificates representing the Securities to the Undersigned at the Closing bearing an appropriate legend referring to the fact that the Securities were sold in reliance upon an exemption from registration under the Securities Act.
31. Representations and Warranties of the Company. As of the Closing, the Company represents and warrants that:
  - a. The Company has been duly incorporated and is validly existing under the laws of Florida, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any authorizations, approvals, permits, and orders required by law for the conduct by the Company of its business as it is currently being conducted.
  - b. The Securities have been duly authorized and, when issued, delivered, and paid for in the manner set forth in this Subscription Agreement, will be validly issued, fully paid, and nonassessable, and will conform in all material respects to the description thereof set forth in the PPM.
  - c. There is no fact known to the Company (other than general economic conditions known to the public generally) that has not been disclosed in the PPM that could

reasonably be expected to materially and adversely affect the ability of the Company to perform its obligations pursuant to this Agreement and the issuance of the Securities.

- d. This Agreement has been duly executed and delivered by the Company and constitutes a legal and binding obligation of the Company enforceable in accordance with its terms.
- e. The foregoing representations, warranties, and agreements are true, correct, and complete in all material respects, and shall survive the Closing and the issuance of Securities.
- f. The Company is not obligated to pay any compensation or other fees, costs, or related expenditures in cash or securities to any underwriter, broker, agent, or other representative in connection with this Offering.

32. Representations and Warranties of the Undersigned. The Undersigned hereby represents and warrants to and covenants with the Company that:

a. General.

- i. The Undersigned has all requisite authority (and in the case of an individual, the capacity) to purchase the Securities, enter into this Subscription Agreement, and to perform all the obligations required to be performed by the Undersigned hereunder, and such purchase will not contravene any law, rule, or regulation binding on the Undersigned or any investment guideline or restriction applicable to the Undersigned.
- ii. The Undersigned will comply with all applicable laws and regulations in effect in any jurisdiction in which the Undersigned purchases or sells Securities and obtain any consent, approval, or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which the Undersigned is subject or in which the Undersigned makes such purchases or sales, and the Company shall not have any responsibility therefor.
- iii. The Undersigned agrees to execute and deliver such documents as may be reasonably requested by the Company with respect to the Undersigned's subscription for the Securities or the Undersigned's ownership of the Securities.

b. Information Concerning the Company.



- i. The Undersigned has received a copy of the PPM, the Undersigned has not been furnished any offering literature other than the PPM, and the Undersigned has relied only on the information contained therein.
- ii. The Undersigned understands and accepts that the purchase of the Securities involves various risks, including the risks outlined in the PPM and in this Subscription Agreement. The Undersigned represents that it is able to bear any loss associated with an investment in the Securities.
- iii. The Undersigned is familiar with the purposes of the PPM, all as generally described in the PPM. The Undersigned has had access to such information concerning the Company and the Securities as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Securities.
- iv. The Undersigned understands that, unless the Undersigned notifies the Company in writing to the contrary at or before the Closing, each of the Undersigned's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the Undersigned.
- v. The Undersigned acknowledges that the Company has the right in its sole and absolute discretion to abandon this private placement at any time prior to the completion of the offering. This Subscription Agreement shall thereafter have no force or effect, and the Company shall return the previously paid subscription price of the Securities, without interest thereon, to the Undersigned.
- vi. The Undersigned understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.
- vii. The Undersigned understands that, to the fullest extent permitted by applicable law, the Manager shall not be limited by any law nor hereafter in effect or customs limiting the investments that may be made or retained by entities similar to the Company, and the Manager shall have no liability even if the investment made in or concerning the real asset-backed receivables (as defined in the PPM) does not produce income or is of a character or in an amount not considered proper for the investment of Companies by entities similar to the Company.
- viii. The Undersigned has read and understood the Corporation Company Agreement. The Undersigned agrees and understands that the Securities

herein shall, at all times, be subject to the terms of the Corporation Company Agreement.

- ix. The Undersigned has had an opportunity to ask questions of, and receive answers from, the Manager of the Company concerning the Agreement, the exhibits and schedules attached hereto and thereto and the transactions contemplated by this Agreement, as well as the Company's business, management and financial affairs, which questions were answered to its satisfaction. The Undersigned represents and warrants that it has received all the information the Undersigned considers necessary or appropriate for deciding whether to purchase Securities. The Undersigned understands that such discussions, as well as any information issued by the Company, were intended to describe certain aspects of the Company's business and prospects but were not necessarily a thorough or exhaustive description.

c. Waiver of Conflict.

- i. The Undersigned acknowledges that the Manager of the Company has the authority to enter into transactions with entities that are controlled and/or managed by the Manager. The Undersigned understands that an investment in the Company presents a potential conflict of interest for the Manager.
- ii. The Undersigned has received adequate disclosure of this conflict and has read and understood the disclosures relating to the conflicts of interest set forth in the PPM.
- iii. The Undersigned voluntarily chooses to invest in the Company and expressly waives any claims arising therefrom, to the fullest extent permitted by applicable law.

d. Non-Reliance

- i. The Undersigned represents that it is not relying on (and will not at any time rely on) any communication (written or oral) of the Company, as investment advice or as a recommendation to purchase the Securities, it being understood that information and explanations related to the terms and conditions of the Securities and the other transaction documents that are described in the PPM shall not be considered investment advice or a recommendation to purchase the Securities, and that neither the Company nor any of its affiliates is acting or has acted as an advisor to the Undersigned in deciding to invest in the Securities. The Undersigned acknowledges that neither the Company nor any of its affiliates has made

any representation regarding the proper characterization of the Securities for purposes of determining the Undersigned's authority to invest in the Securities.

- ii. The Undersigned confirms that the Company has not (A) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Securities or (B) made any representation to the Undersigned regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, the Undersigned is not relying on the advice or recommendations of the Company and the Undersigned has made its own independent decision that the investment in the Securities is suitable and appropriate for the Undersigned.
- iii. The Undersigned acknowledges and understands the meaning and legal consequences of the representations and warranties contained in this Agreement, and hereby agrees to indemnify and hold harmless the Company and any affiliate of the Company, the Manager, and Shareholders of the Company, holders of Securities, associates, agents, and employees of the Company, and their affiliates, and any professional advisers to any of the above parties, from and against any and all loss, damage, or liability (including costs and reasonable attorneys' fees) due to or arising out of a breach of any representation, warranty, or acknowledgement of the Undersigned or failure to fulfill any obligation of the Undersigned, whether contained in this Agreement or in any other document completed as part of the sale of the Securities to the Undersigned, or arising out of the sale or distribution by the Undersigned of any securities in violation of the Securities Act or any applicable state securities laws. Notwithstanding any of the representations, warranties, acknowledgements, or agreements made herein by the Undersigned, the Undersigned does not hereby or in any other manner waive any rights granted to the Undersigned under federal or state securities laws.

e. Status of the Undersigned.

- i. The Undersigned has such knowledge, skill, and experience in business, financial and investment matters that the Undersigned is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of the Undersigned's own professional advisors, to the extent that the Undersigned has deemed appropriate, the Undersigned has made its own legal, tax, accounting, and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Subscription Agreement. The Undersigned has considered the suitability

of the Securities as an investment in light of its own circumstances and financial condition and the Undersigned is able to bear the risks associated with an investment in the Securities, and it is authorized to invest in the Securities.

- ii. The Undersigned is neither a U.S. person nor acquiring the Securities for the account or benefit of any U.S. person. The Undersigned, if other than a natural person, was not formed for the purpose of acquiring the Securities.

A. The Undersigned understands that a “U.S. person”, as defined by Regulation S, includes: (a) any natural person resident in the United States; (b) any partnership or corporation organized or incorporated under the laws of the United States; (c) any estate of which any executor or administrator is a “U.S. person”; (d) any trust of which any trustee is a “U.S. person”; (e) any agency or branch of a foreign entity located in the United States; (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a “U.S. person”; (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if any individual) resident in the United States; and (h) any partnership or corporation organized or incorporated under the laws of a jurisdiction other than the United States which was formed by a “U.S. person” principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of Regulation D promulgated under the Act) who are not natural persons, estates or trusts.

- iii. The Undersigned is making this subscription from their residence or offices at the address set forth below. The Undersigned understands that the exemption afforded by Regulation S requires that the purchasers of the securities not be in the United States when the offer is made. The purchase of the Securities hereunder by the Undersigned is in accordance with all securities and other laws of the jurisdiction in which it is incorporated or legally resident. This Agreement has not been executed or delivered by the Undersigned in the United States.

f. Restrictions Regarding the Securities Offered.

- i. The Undersigned is acquiring the Securities solely for the Undersigned’s own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. The Undersigned will not offer or sell the Undersigned (which term shall include any pre-arrangement for a purchase by a U.S. person or other

person in the U.S.) directly or indirectly, in the United States or to any natural person who is a resident of the United States or to any other U.S. person or for the account or benefit of any U.S. person (other than a “distributor”, as defined in Regulation S) unless registered under the Securities Act and all applicable state laws or an exemption from the registration requirements of the Securities Act and similar state laws is available. The Undersigned will not engage in hedging transactions with regard to the Securities unless in compliance with the Securities Act.

- ii. The Undersigned is aware that the Securities have not been registered under the Securities Act, or any state securities laws or regulations in reliance upon the exemption set forth in Section 4(2) of the Securities Act and safe-harbor set forth in Regulation S adopted under the Securities Act that provides certain offerings conducted outside the United States are not subject to the registration requirements of the Securities Act, and similar exemptions under state law. The Undersigned will not offer or sell the Securities unless they are registered or are exempt from registration under the Securities Act and any applicable state securities laws or regulations. The Undersigned understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.
- iii. The Undersigned understands that the Securities are “restricted securities” under applicable federal securities laws and that the Securities Act and the rules of the U.S. Securities and Exchange Commission (the “Commission”) provide in substance that the Undersigned may dispose of the Securities only pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements of the Securities Act, and the Undersigned understands that the Company has no obligation or intention to register any of the Securities or the offering or sale thereof, or to take action so as to permit offers or sales pursuant to the Securities Act or an exemption from registration thereunder. Accordingly, the Undersigned understands that under the Commission's rules, the Undersigned may dispose of the Securities only in “private placements” which are exempt from registration under the Securities Act, in which event the transferee will acquire “restricted securities”, subject to the same limitations that apply to the Securities in the hands of the Undersigned. Consequently, the Undersigned understands that the Undersigned must bear the economic risks of the investment in the Securities for an indefinite period of time.

- iv. The Undersigned agrees: (A) that the Undersigned will not sell, assign, pledge, give, transfer, or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, unless the transaction is registered under the Securities Act and complies with the requirements of all applicable laws, or the transaction is exempt from the registration provisions of the Securities Act and all applicable requirements of the relevant laws; (B) that the certificates representing the Securities, if issued, will bear a legend making reference to the foregoing restrictions; and (C) that the Company and its affiliates shall not be required to give effect to any purported transfer of such Securities, except upon compliance with the foregoing restrictions.
33. Conditions to Obligations of the Undersigned and the Company. The obligations of the Undersigned to pay the Subscription Amount and of the Company to sell those Securities, are subject to the satisfaction at or prior to the Closing of the following conditions precedent: (1) the representations and warranties of the Company contained in Section 5 hereof and of the Undersigned contained in Section 6 hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made on and as of the Closing; and (2) Subscription Agreement has been accepted by the Company.
34. Obligations Irrevocable. The obligations of the Undersigned shall be irrevocable.
35. Default. If the Undersigned fails to perform its obligations hereunder within five (5) days after receipt of notice by the Company to the Undersigned of such failure, the Company may, at its sole option:
  - a. refuse to issue and deliver the Securities to the Undersigned; or
  - b. result in the reversion of all rights, title, and interest in the Securities to the Company and a rescission of the transactions contemplated hereby.If either (a) or (b) above occurs, the Company shall have no liability to the Undersigned for:
  - i. the failure of the Closing to occur, or
  - ii. its failure to issue the Securities to the Undersigned.
36. Exempt Transactions. The Securities are being offered and sold in reliance on specific exemptions from the registration requirements of federal and state law and the representations of purchasers of Securities, warranties, agreements, acknowledgments and applicability of such exemptions and the suitability of these purchasers to acquire the Securities.
37. Legend. If issued, the certificates representing the Securities sold pursuant to this Subscription Agreement will be imprinted with a legend in substantially the following form:

“THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR SUCH OTHER APPLICABLE LAWS.”

38. Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.
39. Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.
40. Waiver, Amendment. Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged, or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.
41. No Third-Party Beneficiaries. Except as provided herein, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
42. Assignability. Neither this Subscription Agreement nor any right, remedy, obligation, or liability arising hereunder or by reason hereof shall be assignable by either the Company or the Undersigned without the prior written consent of the other party, and any attempted assignment without such prior written consent shall be void.
43. Waiver of Jury Trial. The Undersigned irrevocably waives any and all rights to trial by jury with respect to any legal proceeding arising out of the transactions contemplated by this Subscription Agreement.
44. Submission to Jurisdiction. The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection

with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the United States District Court for the District of Florida or in the Court of Chancery of the State of Florida (or, if such court lacks subject matter jurisdiction, in the Superior Court of the State of Delaware), so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding which is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by registered mail to the address set forth in the books and records of the Company shall be effective service of process for any suit, action, or other proceeding brought in any such court.

45. Governing Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. Section and Other Headings. The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.
47. Counterparts. This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.
48. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered or certified mail, return receipt requested, postage prepaid, or via e-mail *with* read receipt, to the addresses informed in the signature section of this Subscription Agreement (or such other address as either party shall have specified by notice in writing to the other).
49. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
50. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company and the Closing, (ii) changes in the transactions, documents and instruments described in the PPM which are not material, or which are to the benefit of the Undersigned, and (iii) the death or disability of the Undersigned.
51. Notification of Changes. The Undersigned hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the Closing of the purchase of the



Securities pursuant to this Subscription Agreement which would cause any representation, warranty, or covenant of the Undersigned contained in this Subscription Agreement to be false or incorrect.

52. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this [●] of [●], 2025.

**INVESTOR** (if an individual):

**INVESTOR** (if an entity):

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[First Name, MI, Last Name]

---

[Entity Name]

By: [.]

Its: [.]

**Subscription Selection:**

Equity

**Subscription Amount:**

US\$ [amount in numbers] ([amount in words])

**If entity, the Country of Formation:**

[.]

**If individual, Country of Residence:**

[.]

Passport Number and Country of Issuance:

[.]

**Investor's Address for Notices:**

[.]

**E-mail:**

[.]

**Telephone Number:**

[.]

**Attention:**

[Insert name of representative authorized to receive notice], [title of representative]

\*If **entity**, please provide copy of Articles or Certificate of Incorporation, bylaws, and board resolutions authorizing the entity's investment in the Company.

\*\*If **individual**, please provide a copy of your valid identification document and proof of residence.

**Additional Owner Information:**

Information for  Co-Owner  Trustee  Minor  Authorized Signor  Other

Please provide the below information for each co-owner/ minor/ custodian/ trustee or authorized signor on the account.

Residential/Permanent address is required (we cannot accept a PO Box or a rural route number).

**Name:**

**Street Address:**

**E-mail/ Mobile Phone:**

**If entity, the State/Country of Formation:**

**If individual residing in the U.S., Place of Residence:**

Proof of Residence:

**If individual residing outside of the U.S., Country of Residence:**

Passport Number and Country of Issuance:

The Company is required to obtain, and very certain information from you or persons on your behalf. We may also ask to see other identifying documents. If you do not provide the information, the Company may not be able to issue you any Securities.

By signing the Subscription Agreement, you agree to provide this information and confirm that this information is true and correct. If we are unable to verify your identity, or that of another person(s) authorized to act on your behalf, or if we believe we have identified potentially criminal activity, we reserve the right to take action as we deem appropriate.

*[Signature page of the Subscription Agreement executed by [•] dated as of [•], 2025].*

**ACCEPTANCE OF SUBSCRIPTION**

(To be filled out **only** by a representative of the Company)

The Company hereby accepts the above application for subscription for Securities.

Dated: [●] of [●], 2025.

**The Company:**

**WESTLAND WORLD, INC - COMPANY**

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By: Leonardo Fuzzaro

Its: Authorized Representative

**EXHIBIT B**

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**BYLAWS WESTLAND WORLD, INC**

**CORPORATE BYLAWS OF  
WESTLAND WORLD INC.**

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**ARTICLE 1. Offices of the corporation.**

**Section 1. Principal Office.** The principal office of the corporation is preliminary located at **390 N Orange Av. Suite 2300 Orlando FL 32801**, and other offices of the corporation shall be at the locations, within or without the corporation's state of incorporation (the "State"), as the directors may specify from time to time. The secretary of this corporation will keep a copy of the corporation's Articles of Incorporation (or similar incorporating document), these bylaws, minutes of directors' and shareholders' meetings, stock certificates and stubs, a register of the documents, names and interests of the corporation's shareholders, and other corporate records and documents at the principal preliminary office.

**Section 2. Registered Agent.** For receipt of official legal and tax correspondence from the State of Incorporation, the appointed registered agent of the corporation is the Company Director Leonardo Ferreira, and this appointment shall be maintained in accordance with the requirements of the State of Incorporation.

**ARTICLE 2. SHAREHOLDER'S MEETINGS.**

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**Section 1. Annual meeting.** One annual meeting of shareholders shall be held annually before the end of each fiscal year of the corporation as determined by the board of directors.

**Section 2. Special meetings.** Special meetings of the shareholders for any purpose or purposes permitted by law may be called by the President and CEO of the corporation. Such meetings shall also be called by the President and CEO at the request of the shareholders of not less than half of the outstanding shares of the corporation entitled to vote at the meeting.

**Section 3. Location.** Meetings of the shareholders may be held at the Corporation principal office in the State of Florida or at any location designated by the Chairman of the Board of directors.

**Section 4. Notice.** Notices of meetings, annual or special, must be given in writing by electronic mail to shareholders entitled to vote at the meeting by the President and CEO. Notices of shareholders' meetings must be given either personally, electronic mail or by first-class mail or other means of written communication, addressed to the shareholder at the address of the shareholder appearing on the stock register of the corporation or given by the shareholder to the corporation for the purpose of notice. Notice of a shareholders' meeting must be given to each shareholder no less than one week prior to the meeting. This notice will state the place, date, and hour of the meeting or if the meeting will be held by video conference call, and the general nature of the business to be transacted. The notice of an annual meeting and any special meeting at which directors are to be elected will include the names of the nominees that, at the time of the notice, the board of directors intends to present for election.

**Section 5. Waiver of Notice.** Any shareholder may waive notice of any meeting before or after the meeting. Such waiver must be in writing or pdf file, signed by the shareholder and sent by electronic mail for inclusion in the minutes of the meeting.

**Section 6. Quorum and voting.** Every shareholder entitled to vote is entitled to one vote for each share held, except as otherwise provided by law. A shareholder entitled to vote may vote part of his or her shares in favor of a proposal and refrain from voting the remaining shares or vote them against the proposal. If a shareholder fails to specify the number of shares he or she is affirmatively voting, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares the shareholder is entitled to vote. Except as otherwise required by applicable law, a majority of 51% of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the shareholders. Each outstanding share entitled to vote shall be entitled to one vote upon each matter voted on at a meeting of shareholders. Except as otherwise required by applicable law, the vote of a majority of 51% of the shareholders present in person or by proxy at a meeting at which a quorum is present shall be the act of the shareholders.

**Section 7 Proxies.** At meetings of the shareholders, a shareholder may vote in person or by proxy executed in writing in compliance with applicable law and filed with the corporation at or before the time of the meeting.

**Section 8. Informal action by shareholders.** Any action required or permitted by law to be taken by the shareholders at a meeting may be taken without a meeting if the President and CEO consents in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote at a meeting.

### **ARTICLE 3. DIRECTORS.**

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**Section 1. General powers.** The business and affairs of the corporation shall be managed by the board of directors.

**Section 2. Initial directors.** The initial board of directors shall be comprised of the following initial directors:

**ABRUZZO LLC**

**LEONARDO FUZARO FERREIRA**

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**President & CEO**

390 N Orange Av, Suite 2300

Orlando, FL 32801

## **GROWIX INNOVATION LLC**

### **LEANDRO FUZARO FERREIRA**

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#### **CFO & Treasurer**

390 N Orange Av, Suite 2300

Orlando, FL 32801

## **GATE369 LLC**

#### **Sandro Monteiro Fortuna Rocha**

#### **Director & CDO**

390 N Orange Av, Suite 2300

Orlando, FL 32801

**Section 3. Number.** The number of directors constituting the board of directors shall be not less than one nor more than nine. Within such limits, the number may be fixed or changed from time to time by the vote of a majority of the directors.

**Section 4. Election and Tenure of Office.** The directors are elected at the annual meeting of the shareholders and hold office for three years until the next annual meeting and until their successors have been elected and qualified.

**Section 5. Regular meetings.** Regular meetings of the board of directors shall be held after the initial annual meeting of shareholders. The board of directors may, by resolution, provide for additional regular meetings of the board by video conference call.

**Section 6. Special meetings.** Special meetings of the directors for any purpose or purposes permitted by law may be called by the corporation President and CEO or by request from any two directors to the Presidente and CEO who will determine the date, time and location for the meeting with a week in advance notice by electronic mail.

**Section 7. Notice.** Notices of meetings, annual or special, must be given in writing by electronic mail to directors by the Presidente and CEO or, if there is no such officer, by any director or shareholder. Notices of directors' meetings must be given either personally, by electronic mail or by first-class mail or other means of written communication, addressed to the director at the address of the director appearing on the records of the corporation or given by the director to the corporation for the purpose of notice. Notice of a directors' meeting will be given to each director



at least one week prior to the meeting, unless a greater period is required under the state corporation statutes for giving notice of a meeting. This notice will state the place, date, and hour of the meeting and the general nature of the business to be transacted. The notice of an annual meeting and any special meeting at which directors are to be elected will include the names of the nominees that, at the time of the notice, the board of directors intends to present for election

**Section 8. Waiver of Notice.** Any director may waive notice of any meeting before or after the meeting. Such waiver must be in writing signed by the director and delivered by electronic mail to the President and CEO of the corporation for inclusion in the minutes of the meeting.

**Section 9. Quorum and voting.** Except as otherwise required by applicable law, a majority of 51% of the directors shall constitute a quorum at a meeting of the directors. Each director shall be entitled to one vote upon each matter voted on at a meeting of the directors. Except as otherwise required by applicable law, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

**Section 10. Informal action by directors.** Any action required or permitted by law to be taken by the directors at a meeting may be taken without a meeting if the President and CEO consents in writing, setting forth the action so taken, shall be signed by all of the directors entitled to vote at a meeting.

**Section 11. Resignation, vacancies, and removal.** Any director may resign, effective on giving written notice to the Chairman of the board of directors or to the President and CEO, unless the notice specifies a later time for the effectiveness of the resignation. If the resignation is effective at a later time, a successor may be elected to take office when the resignation becomes effective. Directors may be removed from office by the board of directors, and vacancies may be filled, in any manner allowed by applicable law.

#### **ARTICLE 4. OFFICERS.**

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**Section 1. Number.** The officers of the corporation shall be a Chairman of the board, President and CEO, a Secretary and COO, and a Treasurer and CDO, which are appointed by the board of directors, with the optional appointment of one or more Directors at the discretion of the board. The board of directors may appoint such other additional officers as it may see fit from time to time. Subject to contractual agreements approved by the board of directors, officers of the corporation shall serve at the pleasure of the board of directors, and shall have the authority and duties specified from time to time by the board of directors, and shall receive salary and benefits as may be approved by the board.

**Section 2. Chairman, President and CEO.** The Chairman, President and CEO has general supervision, direction, and control of the day-to-day business and affairs of the corporation. The President and CEO presides at all meetings of the shareholders and directors and is an ex officio member of all the standing committees, including any executive committee of the board, and has the general powers and duties of management usually vested in the office of President or Chief Executive Officer of a corporation and other powers and duties as may from time to time be prescribed by the board of directors or these bylaws.

**Section 3. Treasurer and CDO.** The treasurer will keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation together with the President and CEO. The treasurer and the

President and CEO will sign the corporation bank account and deposit and authorize the deposit of monies and other valuables in the name and to the credit of the corporation with the depositories designated by the board of directors. The President and CEO alone or together with the treasurer and CDO will disburse the funds of the corporation regular operation, payments and financial obligations including in payment of the just demands against the corporation; will render to the President and CEO, whenever requested, an account of all transactions and of the financial condition of the corporation; and have such other powers and perform such other duties as may from time to time be prescribed by the board of directors.

**Section 4. Secretary and COO.** The corporate secretary and COO will keep, or cause to be kept, at the principal office of the corporation, a book of minutes of all meetings of directors and shareholders. The minutes will state the time and place of holding of all meetings; whether regular or special, if special, how called or authorized; the notice given or the waivers of notice received; the names of those present at directors' meetings; the number of shares present or represented at shareholders' meetings; and an account of the proceedings. The secretary and COO will keep, or cause to be kept, at the principal office of the corporation, or at the office of the corporation's transfer agent, a share register, showing the names of the shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for shares, and the number and date of cancellation of every certificate surrendered for cancellation. The secretary and COO will keep, or cause to be kept, at the principal office of the corporation, the original or a copy of the bylaws of the corporation, as amended or otherwise altered to date, certified by the secretary and COO. The secretary and COO will give, or cause to be given, notice of all meetings of shareholders and directors required to be given by law or by the provisions of these bylaws, and will prepare, or cause to be prepared, if necessary, an alphabetical listing of shareholders for inspection prior to and at meetings of shareholders as required these bylaws. The secretary and COO have charge of the corporation payroll administration together with the President and CEO, and has such other powers and may perform such other duties as may from time to time be prescribed by the board or these bylaws.

## **ARTICLE 5. BOOKS AND RECORDS.**

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**Section 1. Books and records.** The corporation shall create and maintain such books and records, including minutes of meetings, stock ledgers, and financial records, as may be required by law and any such additional records as may be specified by the directors and officers from time to time. The books should be created in two original versions, one should be kept at the principal office and one should be kept with the President and CEO.

**Section 2. Inspection by shareholders.** To the extent required by applicable law, and to the additional extent permitted from time to time by the board of directors, shareholders shall have the right to inspect the books and records of the corporation upon request to be sent to the secretary and COO with two weeks in advance of such desired inspection. No originals or copies of corporate confidential documents, financial statements or bank statements will be provided to shareholders, however, if an inspection is requested by a shareholder, the access to the required information will be provided at the corporation principal office.

**ARTICLE 6. MISCELLANEOUS.**

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**Section 1. Share certificates.** Shareholders of the corporation shall be entitled to one certificate representing shares owned by such shareholders. Share certificates shall be in the form specified from time to time by the board of directors.

**Section 1.A. WLSC Preferred Shares.** Preferred Shareholders of the corporation that only participate on the results of all assets acquired with money contribution of those shareholders in preference of common shareholders in results up to 15% p.a. added of 30% of equity results of the assets attached to the WLSC Preferred Shares.

**Section 2. Dividends and distributions.** The board of directors may from time to time declare, and the corporation may pay, dividends on outstanding shares of the corporation, subject to limitations provided by law and the articles of incorporation of the corporation.

**Section 3. Regular and executive committees.** The board of directors may designate one or more regular committees to report to the board on any area of corporate operation and performance. To the extent allowed under state corporate statutes, the board of directors also may designate and delegate specific decision-making authority to one or more executive committees, each consisting of two or more directors, that have the authority of the board of directors to approve corporate decisions in the specific areas designated by the board of directors.

**Section 4. Seal.** The board of directors will adopt a corporate seal.

**Section 5. Fiscal year.** The fiscal year of the corporation shall be the period designated by the board of directors.

**Section 6. Amendment.** These bylaws may be amended from time to time by the board of directors in the manner permitted by applicable law.

**Amendment/Resolution**

Resolved, that effective as of September 9, 2025 **Gustavo Solon** is hereby removed as Chairman of the Board and as President & Chief Executive Office of the Corporation.

**CERTIFICATION:**

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The foregoing bylaws are certified to be the bylaws of the corporation as adopted by the board of directors on the 11<sup>th</sup> day of November, 2024 Revised September 9, 2025.

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## **EXHIBIT 1**

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### **DEFINITIONS**

This Exhibit contains the definitions of certain terms used in this Agreement. Terms used herein shall have the meanings set forth below and shall apply equally to both singular and plural forms. Capitalized terms used but not defined in this Exhibit shall have the meanings assigned to them in the relevant sections of the Agreement.

“**Act**” refers to the Florida Company Act, as amended from time to time.

“**Accredited Investors**” means investors who meet the qualifications set forth in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended.

“**Additional Capital Contribution**” shall have the meaning defined in Section 3.5.

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with such Person. For purposes of this definition, “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

“**Agreement**” means this Corporation Company Bylaws of Westland World, Inc, a designated, a Florida Corporation Company, as may be amended, restated, supplemented, or otherwise modified from time to time.

“**Available Proceeds**” refers to all proceeds of the WLSC, from whatever source, including, but not limited to, proceeds from operations, investments or sale of WLSC Subsidiaries or other assets and securities less an amount reasonably necessary for the payment of the WLSC’s liabilities, development and operating expenses, reasonable reserves, contingencies, anticipated obligations and other obligations (including for the avoidance of doubt, the Management Fee and other WLSC Expenses) and the maintenance of adequate working capital for the continued conduct of the WLSC’s business, each as determined by the Manager in its discretion. For the avoidance of doubt, Available Proceeds do not include Capital Contributions.

“**Bank Account**” or “**Bank Accounts**” shall have the meaning in Section 7.4.

“**Business Days**” means any day other than a Saturday, Sunday, or any other day on which banks are authorized or required to close in the city of Felton, Delaware.

“**Capital Account**” means, with respect to each Shareholder or transferee, the separate account maintained by the WLSC in accordance with the provisions of Section 704 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, including Treasury Regulation Section 1.704-1(b)(2)(iv). Each Capital Account shall be (i) increased by the amount of Capital Contributions made by such Shareholder or transferee, and by such Shareholder’s or transferee’s share of Net Profits and any items of income or gain allocated to such Shareholder or transferee, and (ii) decreased by the amount of distributions made to such Shareholder or transferee and such Shareholder’s or transferee’s share of Net Losses and any items of loss or deduction allocated to such Shareholder or transferee, all as determined in accordance with the terms of this Agreement and applicable Treasury Regulations..

**“Capital Call”** means a request made by the Manager (or on its behalf) from time to time, in accordance with this Agreement, for all or a portion of the Shareholders’ Capital Commitments to be contributed to the WLSC.

**“Capital Commitments”** means the aggregate amount that a Shareholder has agreed to contribute to the WLSC, as set forth in such Shareholder’s Subscription Agreement, which amount may be drawn down from time to time pursuant to capital calls issued by the Manager.

**“Capital Contribution”** means with respect to each Shareholder the aggregate capital contributions of such Shareholder.

**“Carried Interest”** has the meaning set forth in Section 6.9.

**“Cause”** shall mean: (a) repeated failure of a Manager to perform substantially his duties, which failure, whether committed willfully or negligently, has continued unremedied for more than thirty (30) days after the WLSC has provided written notice thereof; (b) fraud or embezzlement; (c) material dishonesty or breach of fiduciary duty against the WLSC; (d) willful misconduct or gross negligence which is injurious to the WLSC; (e) any conviction of, or the entering of a plea of guilty or nolo contendere to, a crime that constitutes a felony or that involves moral turpitude, or any willful or material violation by the Manager of any federal, state, or foreign securities laws; (f) any conviction of any other criminal act or act of material dishonesty, disloyalty, or misconduct by a Manager that has a material adverse effect on the property, operations, business, or reputation of the WLSC; or (i) the material breach by one of the Manager of any covenant hereto undertaken.

**“Certificate of Cancellation”** pertains to the legal document filed with the Secretary of State to formally dissolve the WLSC.

**“Company”** refers to of Westland World, Inc, a designated, a Corporation Company formed in the State of Florida.

**“Defaulting Shareholder”** means any Shareholder who fails to contribute all or any portion of its Capital Commitment in accordance with the terms of this Agreement, including failure to Company a Capital Call within the applicable time period and Grace Period.

**“Expenses”** has the meaning set forth in Section 6.6.

**“First Closing”** means the initial closing of the Offering, as determined by the Manager, upon which one or more investors are first admitted as Shareholders of the WLSC and their Capital Commitments are accepted.

**“GAP Insurance”** means Guaranteed Asset Protection insurance, a policy that covers the difference (“gap”) between the actual cash value of a vehicle and the outstanding balance on the loan or lease, in the event the asset is declared a total loss due to theft or accident. GAP Insurance protects the lender’s or lessor’s collateral position and is typically required in auto and truck finance transactions.

**“Grace Period”** means the five (5) Business Day period following the delivery of written notice by the Manager to a Defaulting Shareholder during which the Defaulting Shareholder may

cure its failure to Company the applicable Capital Call by making full payment of the Unpaid Capital Commitment.

“**GPS**” means Global Positioning System and refers to a tracking device installed in a vehicle or equipment serving as collateral for a loan or lease. The use of GPS allows lenders or lessors to locate and recover the asset in case of default. For purposes of this Agreement, “GPS Required” means that the asset must be equipped with an operational GPS device as a condition of the Company’s investment.

“**Investments**” means any and all interests acquired, directly or indirectly (including through subsidiaries or other Persons), in receivables, portfolio loans, asset-backed securities, or other debt instruments backed by real assets, including but not limited to auto loans, truck leases, construction loan receivables, and similar asset-backed obligations.

“**CA**” shall pertain to the Corporation Company Bylaws of the Company.

“**Loan-to-Cost**” or “**LTC**” means the ratio (expressed as a percentage) of the principal amount of a loan to the total cost of acquiring or developing the real estate project or property that serves as collateral. Total cost includes acquisition price, construction or renovation expenses, and related development costs. LTC is a common metric in real estate finance used to assess credit risk and project feasibility.

“**Loan-to-Value**” or “**LTV**” means the ratio (expressed as a percentage) of the principal amount of a loan to the appraised or estimated value of the collateral securing such loan, as determined at the time of origination or acquisition. For purposes of vehicle financing, the value is typically determined using published vehicle valuation guides such as those provided by NADA.

“**Manager**” refers to Westland World, Inc, a designated, a Florida Corporation Company, a duly organized in Florida, with address at 390 N Orange Ave, Suite 2300, Orlando, Florida, EUA.

“**Shareholder**” and “**Shareholders**” have the meaning set forth in the Preamble.

“**NADA**” means the National Automobile Dealers Association, a U.S.-based trade organization that publishes the NADA Official Used Car Guide and related data services. These publications are widely used in the automotive finance industry to determine the fair market value of vehicles for purposes such as financing, insurance, and collateral evaluation.

“**New Shareholder**” or “**New Shareholders**” have the meaning set forth in Section 2.9.

“**Noteholder**” and “**Noteholders**” shall have the meaning set forth in Section 3.6.

“**Originating Entities**” means the designated WLSC of, or companies related to, the Company that originate or issue Real Asset-Backed Receivables to be acquired by the WLSC. Such entities may include affiliated WLSC or entities under common control with the Company, and are responsible for the origination, structuring, or initial ownership of the receivables in which the Company invests.

“**Person**” means any individual, corporation, partnership, limited liability company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other legal or commercial entity.



**“Preferred Return”** has the meaning set forth in Section 5.1.1 (i).

**“Receivables”** means the contractual rights to receive payments of principal and/or interest from borrowers or obligors in respect of loans, leases, installment contracts, or other credit arrangements, including but not limited to, auto loans, truck leases, and real estate-backed instruments, whether secured or unsecured. Receivables may be acquired directly or indirectly through other entities and include both whole loans and participations therein.

**“Securities Act”** means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

**“WLSC”**, **“WLSC”**, shall refer to Preferred Shares WLSC issued by Westland World, Inc, a designated, a Florida Corporation Company.

**“Company”**, **“we”**, **“us”**, or **“our”** shall refer to and be used interchangeably to denote Westland World, Inc, a designated, a Florida Corporation Company.

**“Transfer”** shall mean the transfer of Shares. shall mean any sale, assignment, pledge, or other disposition, whether voluntary or involuntary, by operation of law or otherwise, of Shares.

**“U.S. Person”** means a person that falls within the definition set forth in Rule 902(k) of Regulation S under the U.S. Securities Act of 1933, as amended. This includes, but is not limited to, U.S. residents, entities organized under U.S. law, and certain accounts or trusts managed by U.S. persons, as further detailed in such rule.

**“Shares”** has the meaning set forth in Section 2.1.

**“Unpaid Capital Commitment”** means the portion of a Shareholder’s Capital Commitment that remains unpaid after the applicable due date set forth in a Capital Call notice delivered pursuant to this Agreement.

**EXHIBIT D**

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**FORM OF INVESTOR QUESTIONNAIRE**

## Investor Questionnaire

### WESTLAND WORLD, INC - COMPANY

ATTN: Leonardo Fuzzaro

**390 N Orange Av. Suite 2300 Orlando FL 32801**

Dear Westland World, Inc Company,

I am submitting this Accredited Investor Representation Letter (the “Letter”) in connection with the offering of the corporation Preferred Shares WLSC, (“Shares” or “Securities”) of Westland World, Inc (the “Company”). I understand that the Securities are being sold only to accredited investors (“Accredited Investors”) as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”).

I hereby represent and warrant to the Company that I qualify as an Accredited Investor on the basis that:

*(You **must** choose Part A or B below and check the applicable boxes.)*

A. I am a **NATURAL PERSON** and:

*(An investor using this Part A must check box (1), (2), (3), (4), (5), (6) or (7).)*

(1) **Income Test:** My individual income exceeded \$200,000 in each of the two most recent years or my joint income together with my spouse or spousal equivalent (as defined in Rule 501(j) under the Securities Act) (“**Spousal Equivalent**”) exceeded \$300,000 in each of those years;

**and**

I reasonably expect to earn individual income of at least \$200,000 this year or joint income with my spouse or Spousal Equivalent of at least \$300,000 this year.

To support the representation in A(1) above:

*(You **must** check box (a), (b) or (c).)*

(a) I will deliver to the Company copies of Form W-2, Form 1099, Schedule K-1 of Form 1065 or a filed Form 1040 for each of the two most recent years showing my income or my joint income with my spouse or Spousal Equivalent as reported to the Internal Revenue Service for each of those years. I understand that I may redact such documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm annual income.

**OR**

- (b) My salary or my joint salary with my spouse or Spousal Equivalent is publicly available information that has been reported in a document made available by the U.S. government or any state or political subdivision thereof (for example, reported in a filing with the Securities and Exchange Commission) and I will deliver to the Company copies of such publicly available materials identifying me or me and my spouse or Spousal Equivalent by name and disclosing the relevant salary information for each of the two most recent years.

**OR**

- (c) In accordance with the procedures described below under the heading “Independent Third-Party Verification,” I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney or certified public accountant to deliver to the Company written confirmation of my status as an Accredited Investor based on my individual income or my joint income together with my spouse or Spousal Equivalent.

- (2) **Net Worth Test:** My individual net worth, or my joint net worth together with my spouse or Spousal Equivalent, exceeds \$1,000,000.

For these purposes, “net worth” means the excess of:

- my total assets at fair market value (including all personal and real property, but excluding the estimated fair market value of my primary residence)
- minus**
- my total liabilities.

For these purposes, “liabilities”:

- exclude any mortgage or other debt secured by my primary residence in an amount of up to the estimated fair market value of that residence; but
- include any mortgage or other debt secured by my primary residence in an amount in excess of the estimated fair market value of that residence.

For these purposes, “joint net worth” can be the aggregate net worth of me and my spouse or Spousal Equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard does not require that the securities be purchased jointly.

I confirm that my total individual liabilities, or my total joint liabilities together with my spouse or Spousal Equivalent, do not exceed

\$ \_\_\_\_\_. I represent that all liabilities necessary to determine my individual net worth, or my joint net worth together with my spouse or Spousal Equivalent, for the purpose of determining my status as an Accredited Investor are reflected in the dollar amount in the preceding sentence.

In addition, I confirm that I have not incurred any incremental mortgage or other debt secured by my primary residence in the 60 days preceding the date of this Letter, and I will not incur any incremental mortgage or other debt secured by my primary residence prior to the date of the closing for the sale of the Securities. I agree to promptly notify the Company if, between the date of this Letter and the date of the closing for the sale of the Securities, I incur any incremental mortgage or other debt secured by my primary residence. *(NOTE: If the representation in the first sentence of this paragraph is untrue or becomes untrue prior to the date of the closing for the sale of the Securities, you may still be able to invest in the Securities. However, you must first contact the Company for additional instructions on how to calculate your net worth for purposes of this offering.)*

To support the representations in Part A(2) above:

*(You **must** check box (a) or (b).)*

(a) I will deliver to the Company:

(i) Copies of bank statements, brokerage statements, other statements of securities holdings, certificates of deposit, tax assessments and/or appraisal reports issued by independent third parties that show my individual assets or my joint assets together with my spouse or Spousal Equivalent;

**and**

(ii) A copy of a consumer credit report for me (or copies of consumer credit reports for me and my spouse or Spousal Equivalent) issued by TransUnion, Equifax or Experian.

I understand that each document described in paragraphs (i) and (ii) above must be dated no earlier than three months prior to the date of the closing for the sale of the Securities. I understand that I may redact any of these documents to avoid disclosing personally identifiable information, such as Social Security numbers, that is not necessary to confirm net worth.

**OR**

- (b) In accordance with the procedures described below under the heading “Independent Third-Party Verification,” I will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney or certified public accountant to deliver to the Company written confirmation of my status as an Accredited Investor based on my individual net worth or my joint net worth together with my spouse or Spousal Equivalent.
- (3) **Company Insider:** I am a director or executive officer or manager of the Company or a director or executive officer or general partner of the manager of the Company.
- (4) **Professional Certifications, Designations and Other Credentials.** I hold in good standing one or more of the following certifications, designations and/or credentials:
  - (a) Licensed General Securities Representative (WLSC 7);
  - (b) Licensed Investment Adviser Representative (WLSC 65); and/or
  - (c) Licensed Private Securities Offerings Representative (WLSC 82).
- (5) **Knowledgeable Employee.** I am a “knowledgeable employee” (as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940, as amended (the “Investment Company Act”)) of the Company.

B. I am a **LEGAL ENTITY** that is:

*(An investor using this Part B must check at least one box below. NOTE: An investor that checks any of boxes B(1) through B(18) must contact the Company for additional instructions.)*

- (1) A bank as defined in Section 3(a)(2) of the Securities Act, or any 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.
- (2) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.

- (3) An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 (“Advisers Act”) or registered pursuant to the laws of a state.
- (4) An investment adviser relying on the exemption from registering with the SEC under Section 203(l) or (m) of the Advisers Act.
- (5) An insurance company (as defined in Section 2(a)(13) of the Securities Act).
- (6) An investment company registered under the Investment Company Act.
- (7) A business development company as defined in Section 2(a)(48) of the Investment Company Act.
- (8) A private business development company as defined in Section 202(a)(22) of the Advisers Act.
- (9) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or 301(d) of the Small Business Investment Act of 1958.
- (10) A Rural Business Investment Company (as defined in Section 384A of the Consolidated Farm and Rural Development Act).
- (11) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000.
- (12) A 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.
- (13) An employee benefit plan within the meaning of the Employment Retirement Income Security Act of 1974 (the “ERISA”) if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of the ERISA, 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, the investment decisions are made solely by persons that are Accredited Investors.
- (14) A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a “sophisticated person” as described in Rule 506(b)(2)(ii) under the Securities Act.
- (15) An entity in which all of the equity owners are Accredited Investors.

*(NOTE: If box (15) is checked, each equity owner of the entity must individually complete and submit to the Company its own copy of this Letter.)*

- (16) An entity, of a type not listed above, not formed for the specific purpose of acquiring the Securities, owning “investments” (as defined in Rule 2a51-1(b) under the Investment Company Act) in excess of \$5,000,000.
- (17) A “family office” (as defined in Rule 202(a)(11)(G)-1 under the Advisers Act), (i) with assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the Securities, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment (a “Family Office”).
- (18) A “family client” (as defined in Rule 202(a)(11)(G)-1 under the Advisers Act) of a Family Office whose prospective investment in the Company is directed by such Family Office pursuant to Part B(17)(iii) above.

### **INDEPENDENT THIRD-PARTY VERIFICATION**

*(NOTE: An investor should only complete this section if, in Part A(1)(c) or A(2)(b) above, you have agreed to arrange for a third party to deliver written confirmation of your status as an Accredited Investor.)*

To verify my status as an Accredited Investor, I hereby request that the Company or its agent contact:

Name: \_\_\_\_\_

Firm name: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

- registered broker-dealer
- SEC-registered investment adviser
- licensed attorney
- certified public accountant

*(NOTE: You must check one of the boxes above. If none are applicable, then you may not rely on independent third-party verification and you must instead directly submit to the Company*



*copies of the other supporting documentation described in Part A(1)(a), A(1)(b) or A(2)(a) above.)*

I understand that the Company will send to the person or firm named above a Verification Letter substantially in the form attached as Annex A. I have informed the person or firm named above that the Company will contact them to verify my status as an Accredited Investor and I hereby authorize the Company and its agents to communicate with the person or firm named above to obtain such verification.

**I understand that I am solely responsible for paying any fees charged by the person or firm named above in connection with verifying my status as an Accredited Investor.**

### **SUPPORTING DOCUMENTATION**

Within 30 days after the date that I submit this Letter to the Company, I will deliver to the Company or arrange to have delivered to the Company on my behalf, all required supporting documentation.

All supporting documentation must be submitted to the Company either electronically, in PDF form, to [insert email address] or by mail or overnight service to 1201 Orange Street, Suite 700, Wilmington, Delaware 19801.

I understand that the Company may request additional supporting documentation from me in order to verify my status as an Accredited Investor and I hereby agree to promptly provide any such additional supporting documentation.

I further understand that, even if I complete and execute this Letter and provide all additional supporting documentation requested by the Company, the Company may in its sole discretion refuse to accept my subscription for the Securities for any reason or for no reason.

### **RELIANCE ON REPRESENTATIONS**

I understand that the Company and its counsel are relying upon my representations in the Letter and upon the supporting documentation to be delivered by me or on my behalf in connection with the Letter (collectively, the "Investor Information"). I agree to indemnify and hold harmless the Company and its respective directors, officers, representatives and agents, and any person who controls any of the foregoing, against any and all loss, liability, claim, damage and expense (including attorneys' fees) arising out of or based upon any misstatement or omission in the Investor Information or any failure by me to comply with any covenant or agreement made by me in the Investor Information.

### **SHARING OF INVESTOR INFORMATION**

I understand and agree that the Company may present the Investor Information to such parties as it deems appropriate to establish that the issuance and sale of the Securities (a) is exempt from the registration requirements of the Securities Act or (b) meets the requirements of applicable state securities laws.

**INVESTOR'S SIGNATURE AND CONTACT INFORMATION**

Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_

**SPOUSE/SPOUSAL EQUIVALENT'S SIGNATURE AND CONTACT INFORMATION**

*(NOTE: The investor's spouse or Spousal Equivalent need only sign this letter if the investor is a natural person proving its accredited investor status based on **joint income or joint net worth** with the spouse or Spousal Equivalent under Part A(1)(a) or Part A(2)(a). A spouse or Spousal Equivalent who signs this letter makes all representations set out in this letter, including those relating to joint income or joint net worth, as applicable, on a joint and several basis.)*

Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_



## ANNEX A

### Form of Independent Third-Party Verification Letter

[FIRM NAME OR INDIVIDUAL NAME OF INDEPENDENT THIRD PARTY]

[ADDRESS FOR INDEPENDENT THIRD PARTY]

Dear [Mr./Mrs.] [NAME]:

Your client, [NAME OF PROSPECTIVE INVESTOR] (the “Prospective Investor”), has asked us to contact you directly to request that you verify the Prospective Investor's status as an “accredited investor” (an “Accredited Investor”) as that term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”). We are requesting this verification to ensure that the Prospective Investor is eligible to participate in a placement of securities (the “Offering”) by **WESTLAND WORLD, INC** (the “Company”) that is only open to Accredited Investors.

Based on representations made to us by the Prospective Investor, we understand that you are [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney/a certified public accountant]. We further understand that the Prospective Investor qualifies as an Accredited Investor based on [his/her] [income/net worth] (calculated pursuant to Rule 501(a) under the Securities Act), and that you have undertaken an independent analysis of the Prospective Investor's status as an Accredited Investor at least once during the three-month period preceding the date of this letter.

Kindly check box (a) or (b) below and complete the blank, as applicable:

(a) I am [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which I am admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of my residence or principal office]. I have taken reasonable steps to verify that the Prospective Investor is an Accredited Investor based on [his/her] [income/net worth] (whether individually or together with [his/her] spouse or spousal equivalent (as defined in Rule 501(j) under the Securities Act) and, based on those steps, I have determined that the Prospective Investor is an Accredited Investor. The most recent date as of which I have made such determination is \_\_\_\_\_ . To my knowledge after reasonable investigation, no facts, circumstances or events have arisen after that date that lead me to believe that the Prospective Investor has ceased to be an Accredited Investor. I acknowledge that the Company will rely on this letter in determining the Prospective Investor's eligibility to participate in the Offering and I consent to such reliance.

(b) I cannot confirm the Prospective Investor's status as an Accredited Investor.

Once completed, please sign below and submit a copy of the countersigned letter to WESTLAND WORLD, INC by (a) emailing it in PDF form to [leo.fuzaro@westlandworld.com](mailto:leo.fuzaro@westlandworld.com) or (b) mailing it to 390 N Orange Ave, Suite 2300, Orlando, Florida, EUA.

Sincerely,

**WESTLAND WORLD, INC**

By: \_\_\_\_\_

Name: Leonardo Fuzzaro

Title: Legal Representative

Date:

Countersigned:

[FIRM NAME]

By: \_\_\_\_\_

Name:

Title:

Date:

cc: [NAME OF PROSPECTIVE INVESTOR]

*(NOTE: If you prefer to use a different form of documentation to confirm the Prospective Investor's status as an Accredited Investor, please submit your alternative form of verification to WESTLAND WORLD, INC using one of the methods listed in the last full paragraph above. Note that if you use a different form of verification, it must be signed and dated and include, at a minimum: (a) confirmation of your status as [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which you are admitted to practice/a certified public accountant duly registered and in good standing under the laws of the jurisdiction of your residence or principal office]; (b) a statement that you have taken reasonable steps to verify that the Prospective Investor qualifies as an Accredited Investor based on [his/her] [income/net worth]; (c) a statement that, based on those steps, you have determined that the Prospective Investor is an Accredited Investor; (d) the date as of which you most recently made that determination; (e) a statement that, to your knowledge after reasonable investigation, no facts, circumstances or events have arisen after that date that lead you to believe that the Prospective Investor has ceased to be an Accredited Investor; and (f) an acknowledgement that the Company will rely on your letter in determining the Prospective Investor's eligibility to participate in the Offering and your consent to such reliance. The Company reserves the right to reject any alternative form of verification letter in its sole discretion.)*



**EXHIBIT E**

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**BIOGRAPHY OF MANAGER**

## LEONARDO FUZARO

### 1. Leadership & Academic Roles

- President and Founder of Life House Church, which spans multiple countries including the USA, Brazil, and Italy—he has steered the organization since around February 2014.
- President and Chancellor of Life House Christian University, a faith-based institution located in Orlando, Florida, offering accredited theological and professional programs (from certificates all the way to doctoral degrees) with online, hybrid, and on-campus learning formats .

### 2. Education & Specialized Training

- Holds an honorary doctorate (Dr.h.c.) in Psychology from Faculdade Einstein.
- Earned a Bachelor of Arts (BA) from Faculdade Pitágoras.
- Completed a Postgraduate Degree at Facuminas.
- Additional certifications include:
  - Faith International Training School
  - Sarasota Christian Counseling School.
- Also studied Family Systems Therapy (Terapia Familiar Sistêmica) at Facuminas Pós-Graduação.

### 3. Professional Experience & Ministry Focus

- Prior to founding Life House Church, he served as Head of the Portuguese-Speaking Ministry at Faith Fellowship Ministries World Outreach Center from May 2010 to February 2014.
- His tenure at Life House Church has now spanned over 11 years, evidencing deep-rooted ministry leadership.

### 4. Theological & Psychological Emphasis

- Described as a theologian, with particular expertise in Christian psychology—a unique blend reflected in both his doctoral studies and pastoral approach.



**EXHIBIT F**

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**TAX INFORMATION**

**EXHIBIT F  
TAX INFORMATION**

This is a summary of relevant income tax topics in connection with your investment in the Company.

The U.S. tax treatment of returns from a partnership investment vehicle depends primarily on the investor’s tax residency status and the character of the income.

- U.S. resident investors are subject to flow-through taxation on both equity and debt returns. Income retains its character at the partner level and is taxed at ordinary income or capital gains rates, depending on its nature and holding period. Interest is generally taxed at ordinary rates.
- Non-U.S. resident investors face a distinct set of rules:
  - Equity returns that are effectively connected with a U.S. trade or business (Effective Connected Income – ECI) are subject to U.S. income tax at graduated rates for individuals (10% to 37%) and 21% rate for corporations and require annual tax filings.
  - Capital gains from the sale of U.S. partnership interests are generally taxable if the partnership is engaged in a U.S. trade or business or if it holds U.S. real property (FIRPTA applies).
  - Interest income is subject to 30% withholding unless reduced by treaty or exempt under the portfolio interest exemption.

	<b>US Resident Investor</b>	<b>Non US Resident Investor</b>
Effectively connected Income - ECI	<ul style="list-style-type: none"> <li>▪ Taxed at ordinary rates or capital gains (depending on the holding period and nature of activity).</li> <li>▪ Flow-through taxation applies (schedule K-1)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Individuals - Tax withholding at 37% flat rate. Then, may file Form 1040 NR to be taxed at graduated rates (10% to 37%).</li> <li>▪ Corporations - Tax withholding at 21% flat corporate rate. Must file Form 1120-F. Branch Profits Tax (30%) may apply to foreign corporations, unless reduced by treaty.</li> <li>▪ FIRPTA (tax withholding at 15%) may apply if real estate, on gross proceeds.</li> </ul>
Return of Capital – distribution or dissolution	<ul style="list-style-type: none"> <li>▪ Amounts above basis are treated as capital gain: Individuals - Short-term are taxed at ordinary income rates (10% to 37%); and Long-term are taxed at lower rates (0%, 15% or 20%). Corporations are taxed at 21% corporate rate/</li> </ul>	<ul style="list-style-type: none"> <li>▪ Amounts above basis are treated as capital gain: Individuals are taxed at ordinary income rates (10% to 37%); and Branch Profits Tax (30%) may apply to foreign corporations, unless reduced by treaty.</li> </ul>
Interest	<ul style="list-style-type: none"> <li>▪ Interest income taxed at ordinary income tax rates</li> </ul>	<ul style="list-style-type: none"> <li>▪ Generally subject to 30% withholding tax (or lower treaty rate) for individuals or foreign corporation; may be exempt if portfolio interest exemption applies</li> </ul>

Portfolio Interest	Debt	<ul style="list-style-type: none"><li>▪ Taxed at ordinary income rates</li></ul>	<ul style="list-style-type: none"><li>▪ May qualify for exemption (0% withholding), if structured properly and not a related party</li></ul>
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