Shareholders' agreement

Agreement between shareholders for the regulation of

JV Ltd

Dated: ../../….

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JV Ltd

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This agreement is dated: ../../….

The Company is: JV Ltd (the “Company")

The Company's registered office is: 20 Wenlock Road, London, N1 7GU

The Shareholders are:

Shareholder name 1. Alcmaria Ltd
Shareholder name 2.
Shareholder name 3.
Shareholder name 4.
Shareholder name 5.
Shareholder name 6.
Shareholder name 7.

The background to this agreement is:

A. JV Ltd is a private limited company, number 12345678, incorporated in England and Wales on Date

B. The parties have agreed these terms in order to regulate the relationship between them.

These are the terms of the agreement:

1. Definitions

These definitions apply unless the context requires a different interpretation:

Act: means the Companies Act 2006 and any subsequent additions, amendments or related regulations.

Articles: means articles of association of the Company.

Business: means the business of 68209 - Other letting and operating of own or leased real estate

Confidential Information: means all information, including:

personal data, as defined in applicable law, owned by any data subject whom a party to this agreement may contact in relation to the subject matter of this agreement or the business of the Company.

information which may give a commercially competitive advantage to any other person. It includes among other things:

information about staff, their performance and their personal contact information,

data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer relationships, customer profiles, sales estimates, business plans;

information created or arising from this agreement;

information owned by a third party and in respect of which a party has an obligation of non-disclosure;

information, comment or implication published on any Internet social medium;

data or information relating to processes, formulae, procedures, designs, drawings, apparatus, specifications, and all other scientific and regulatory data;

information about the Intellectual Property and the know-how of the Company.

It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course of business so far as that information is disclosed in those circumstances.

Director: means a director of the Company.

Fair Price: means the price of Sale Shares or Transfer Shares certified by a valuation of the property on expenses of the seller, plus remaining loan for the selling shareholder, plus remaining profit after taxes

Intellectual Property: means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions.

Transfer Date: means a date when a shareholder transfers shares, whether or not that transfer complies with the provisions of this agreement.

2. Interpretation

In this agreement unless the context otherwise requires:

2.1. A reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.

2.2. Any reference to a person made in the agreement is to be understood as being gender-neutral.

2.3. A reference to a person or party includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.

2.4. A reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context otherwise requires. The schedules form part of this agreement.

2.5. The headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.

2.6. Unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.

2.7. Any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.

2.8. Any obligation of any person arising from this agreement may be performed by any other person.

2.9. A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, belief or awareness that person would have if that person had made reasonable inquiries.

2.10. A reference to an act or regulation includes new law of substantially the same intent as the act or regulation referred to.

2.11. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Relationship of parties

3.1. Nothing in this agreement shall create a partnership or agency or the relationship of employer and employee between any of the parties, though such relationships may be created by other means.

3.2. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, the party does not rely on any representation, warranty or other term not forming part of this agreement.

3.3. Each shareholder undertakes to use best endeavours at all times to promote the interests, reputation and business of the Company.

4. Shareholders' details

The shareholders in the Company are:

Name of shareholder	**Number of shares**
Shareholder name 1. Alcmaria Ltd	20%
Shareholder name 2.	
Shareholder name 3.	
Shareholder name 4.	
Shareholder name 5.	
Shareholder name 6.	
Shareholder name 7.	

5. Completion

The parties agree to give effect to this agreement immediately and in particular:

5.1. to conduct such business of the Company and sign such resolutions and minutes as may be necessary to provide for this agreement to become entirely effective; and

5.2. the Company shall not be obliged to issue shares to a shareholder unless payment of the specified price is made in respect of all of the shares which that shareholder has agreed to take up.

6. Special voting rights

6.1. Every reference on this agreement to a percentage of voting rights shall be construed as a reference to rights and percentages of the total number of issued shares, and not merely the number present and voting.

6.2. A shareholder shall be treated as present, provided that shareholder present either in person, by proxy, by alternate director or at a distance if the meeting so takes place.

6.3. The foregoing provision does not apply to a vote on any issue not specifically mentioned in this agreement.

6.4. In the event that a vote on any matter to which this Agreement applies results in an equal division of votes (a “tie”), such that no majority is achieved, the vote of Alcmaria Ltd shall be decisive and shall constitute the determining vote for the purposes of resolving such matter.

6.6. The exercise of the casting vote by Alcmaria Ltd in accordance with this clause shall be final and binding on all shareholders and the Company.

7. Appointment and removal of Directors

7.1. Each shareholder who owns at least 4,9 % of the voting shares of the Company may be a director or may appoint a director. A shareholder need not do so.

7.2. If a shareholder shall reduce holding of voting shares so that the residual holding is less than 4,9 % of all the voting shares of the Company, then that shareholder will resign as a Director and the provisions of paragraphs 23 and 24 shall apply.

7.3. To nominate some person other than a shareholder, a shareholder shall write to the directors to state shareholder’s wish and nomination. The directors shall immediately call a meeting with usual notice. At the meeting, in order to appoint a new director, at least 60 % of all shareholders shall vote in favour of the person nominated.

7.4. A Director may be removed by a vote to that effect at any meeting of the Company provided that a Director specifically nominated by a shareholder may be removed only if that shareholder votes in favour of the removal.

8. Duties of Directors

8.1. After completion of this agreement, the Company shall immediately enter into a service contract with each Director.

8.2. The Directors of the Company and their principal duties will be:

Marieke van Haastrecht (Maiden name Poetsema), will be responsible for all operational and executive work for JV Ltd. She will process e-mail and correspondence, check rental income, safe relevant files, arrange quarterly reporting, make payments, prepare bookkeeping for yearly reporting of the Ltd and work together with 3rd parties for the purpose of real estate portfolio management. She will also demonstrate her approach and share her knowledge with other directors or shareholders of the company.

Jacco van den Brink and A.A.M (Lonneke) Kemper, will be responsible for monitoring the processes.

8.3. Home Office Expenses

Each Director shall be entitled to claim from the Company a home office allowance as reimbursement for expenses incurred in managing and administering the affairs of the Company from their home address. The parties acknowledge that HM Revenue & Customs ("HMRC") currently permits directors and employees who work from home to receive a home working allowance of up to £6 per week without the requirement to provide supporting evidence of actual costs incurred.

Notwithstanding the above, the Directors agree that, for the purposes of the Company, the maximum amount that may be claimed under this arrangement shall be limited to £100 per Director per calendar year. Such reimbursement shall be treated as a business expense of the Company and may be paid without the requirement to provide supporting evidence of actual costs, provided that the Director performs duties for the Company from their home address and the amount claimed does not exceed £100 per year.

9. Proxy votes

9.1. Any action or decision which may be taken by a shareholder at any time, may be taken by a proxy, appointed by that shareholder.

9.2. A shareholder may not appoint more than one proxy.

9.3. No person may act as proxy until the principal shareholder has given seven days notice of proxy appointment in hard or soft copy to the Company.

10. Company's obligations

The Company undertakes with each of the shareholders to:

10.1. carry on the Business efficiently;

10.2. ensure that any decision reasonably likely to affect the Business (apart from day to day administration) is taken by the Directors or by the shareholders in general meeting;

10.3. maintain insurances appropriate and usual for the Business and assets;

10.4. buy, sell and deal at all times and in all circumstances at the best price and on most favourable terms reasonably available;

10.5. keep accurate accounts and records of the Company and the Business and to make all information of every sort available to the Directors, in every case within a timescale appropriate to the subject matter;

10.6. provide each shareholder within 9 months of the end of each financial year with unaudited management accounts for that year;

10.7. Schedule a phone call or online meeting at the request of any shareholder to discuss daily business, operations, and to-dos. These meetings will be held a maximum of once per quarter, unless otherwise agreed upon by the shareholders

10.8. deliver to each shareholder as promptly as reasonably practicable such additional financial or other information as may be requested by that shareholder upon giving reasonable prior written notice; and

10.9. prepare such accounts in respect of each accounting reference period as are required by statute and procure that such accounts are audited and submitted to the shareholders within 3 months after the end of the relevant accounting reference period.

11. Shareholders' obligations

11.1. The shareholders agree to exercise their powers in relation to the Company to procure that the Company complies with the letter and the spirit of its obligations under this agreement.

11.2. Each shareholder undertakes with each of the other parties that whilst a shareholder remains a party to this agreement a shareholder will not cast any of the voting rights exercisable in respect of any of shares, under the instruction of any other person.

12. Actions requiring 60% shareholder consent by law

The following actions shall not be taken without the consent of shareholders who together hold at least 60% of the share capital of the Company:

12.1. change the name of the Company;

12.2. change the Articles of the Company; and

12.3. pass any resolution for winding-up the Company when it is not insolvent.

13. Dividend policy and procedure

The shareholders shall ensure that the Directors comply with the following provisions:

13.1. Dividends shall be paid only in accordance with the Act and the Articles.

13.2. The Company may by ordinary resolution declare dividends.

13.3. A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors.

13.4. No dividend shall be paid until the accounts of the Company have shown that all directors loans to the company have been fully repaid and are no longer outstanding.

14. Other matters requiring shareholders' consent

The following matters require the consent of shareholders who together hold at least 60 % of the share capital of the Company:

14.1. capitalise, repay or distribute money or credit from its reserves or any of its distributable profits, by dividend or otherwise;

14.2. to change the financial year of the Company or make any change to the accounting policies and principles adopted by the Company;

14.3. to permit the registration (upon subscription or transfer) of any person as a shareholder of the Company;

14.4. in any way change the quantity, structure, value, or rights of or attaching to, any share or security of the Company or grant any option over any share or security;

14.5. change any contractual arrangement with any Director or shareholder from that existing upon completion of the terms of this agreement;

14.6. except in emergency, appoint a new director, dismiss a Director or change the allocation of duties from one Director to another;

14.7. sell, transfer, lease, license or in any way dispose of the Business's undertaking or freehold or leasehold property;

14.8. buy any new business or company or make a substantial investment in business of a type different from the Business or change the nature or scope of the Business or start any new business or new project; and

14.9. other than in the normal course of business, sell or otherwise dispose of any intellectual property rights of the Company.

15. Existing Intellectual Property

15.1. Schedule [1] of this agreement correctly records the ownership of Intellectual Property owned by any IP shareholder.

15.2. Nothing in this agreement shall prevent a shareholder from entering into an arm's length agreement with the Company for use of Intellectual Property.

16. New Intellectual Property

16.1. Each shareholder understands that whilst associated with the Company, a shareholder may discover or create Intellectual Property. Each shareholder now agrees that if a shareholder is or becomes involved in any way with the creation or improvement or discovery of Intellectual Property the shareholder will:

16.1.1 do utmost to ensure that the Company acquires or retains the rights in that property;

16.1.2 inform the Company reasonably soon after any such creation or discovery; and

16.1.3 provide to the Company whatever full code, passwords, specification, description, text or drawings as are together necessary to enable the Intellectual Property to be used, registered or protected by the Company.

16.2. To make this effective each shareholder now undertakes to do whatever is reasonably necessary or desirable to enable the Intellectual Property to be transferred into the name of the Company or otherwise to secure ownership by the Company.

16.3. If Intellectual Property owned by a shareholder and used by the Company with the shareholder's permission, is incorporated into an object or product which is clearly different from its original form, then the shareholder who owns that intellectual property is deemed to have no claim on the new intellectual property formed, in part at least, from the original.

16.4. This paragraph does not apply to Intellectual Property created by a shareholder in connection with a business which is not related to the Business of the Company and not competitive with it.

17. Assets introduced by a shareholder

17.1. This paragraph does not apply to Intellectual Property.

17.2. This paragraph applies to those assets and also to any other assets owned by a shareholder, which are used by the Company from time to time.

17.3. Unless a clear intention of gift is shown, all such assets shall remain the property of the shareholder who owns them.

17.4. Any financial contribution from a shareholder to the Company, whether in the form of cash, property, or other assets, shall be considered a loan to the Company and an asset of that shareholder, at an annual interest rate of not exceeding 4%. The terms of such loan shall be governed by an addendum on the original loan agreement between the investing shareholders and the Company. [R1]

17.5. Each shareholder, who has permitted assets of any description to be used by the Company, hereby grants a licence to the Company for its continued use of the assets. This licence:

is limited to use by the Company in its own business;

prohibits reproduction in any form, of the asset licensed; and

shall terminate at any time on giving three months' notice in writing to the Company's Directors.

18. Confidentiality

18.1. Each shareholder agrees and undertakes that a shareholder will:

18.1.1 not remove from Company's premises or copy or allow anyone else to copy from any document, computer disk, tape or other tangible item which contains any Confidential Information except as may be necessary in the course of work for the Company;

18.1.2 in respect of any part of the Confidential Information of the Company, from today until the expiry of five years from the termination of this agreement, keep it secret and not divulge or make it known to anyone nor use it for the benefit of any other person; and

18.1.3 comply with the law regarding protection, disclosure, and processing of personal information.

18.2. This paragraph does not apply to disclosure:

18.2.1 made with the consent of the proper officers of the Company or under the authority of the Directors or by order of the court;

18.2.2 of information or knowledge which comes into the public domain otherwise than by reason of default; or

18.2.3 as may be necessary in the course of work for the Company.

19. General provisions relating to shares

19.1. No party shall assign, mortgage, charge, or otherwise encumber, any share or other rights or obligations under this agreement without the prior written consent of other shareholders together holding 60% of shares of the Company.

19.2. A shareholder may freely dispose of some or all of shares to [spouse or life partner of at least three years, or to child, or to the trustees of a trust in which that person / any of those people is/are named exclusively, as beneficiaries].

19.3. A shareholder may at any time transfer all or part of shares to another shareholder at such price as the two shareholders shall agree as long as the buying shareholders' shares do not exceed 50% of the companies shares after the transfer.

20. Exit provision: co-operate to find buyer

It is a condition of this agreement that each party will co-operate with all other parties and use their reasonable endeavours to either:

20.1. Sell / refinance assets that are held in the company, repay directors loans and divide all remaining credit / debit pro-rata amongst shareholders

OR

20.2. procure some other avenue whereby any shareholder may dispose of shares at a Fair Price and sell their shares to other shareholders of the company

OR

20.3. procure some other avenue whereby any shareholder may dispose of shares at a Fair Price.

21. Share sale by single shareholder

21.1. In this paragraph:

Sale Notice: means a notice given by a shareholder to the Company, specifying in respect of the Sale Shares, the information set out below.

Sale Price: means the price specified in a Sale Notice.

Sale Shares: means the shares which a shareholder wishes to sell.

21.2. If a shareholder (the 'Seller') wishes to sell all or any of shares, that shareholder must first offer them to the existing shareholders by giving a Sale Notice to the Company. The Sale Notice must specify:

21.2.1 the number of Shares;

21.2.2 the Sale Price per share, at which the Sale Shares are offered for sale;

21.2.3 whether any third party has indicated a willingness to buy the Sale Shares within the period of 3 months prior to the date of the Sale Notice and if so the date of that indication;

21.2.4 the identity of any such third party and (if it is a company) the person(s) believed by the Seller to control that company;

21.2.5 all other terms relating to the proposed transaction; and

21.2.6 conformation that the prospective buyer agrees to enter into this agreement.

21.3. If the Seller asserts that the Sale Price is also a Fair Price, then the offer must be accompanied by a letter from the auditor / accountant confirming that.

21.4. The Sale Notice shall be conditional only upon acceptances being received for all of the Sale Shares.

21.5. The Sale Notice shall not be revocable except with the consent of the Directors and shall constitute the Company the agent of the Seller for the sale of the Sale Shares.

21.6. Promptly after the Sale Notice is received, the Directors shall send a copy of the Sale Notice to each shareholder and a notice as to the number of such shares a shareholder may buy, being a number in proportion to the shares already held by that shareholder.

21.7. A shareholder wishing to accept any or all of the shares offered to that shareholder shall give written notice of acceptance to the Seller and to the Company within 30 days of receipt of the Sale Notice or notification of the Fair Price. Payment of the Sale Price shall be tendered with the notice of acceptance.

21.8. If such notice is not received by the Company within 30 days, that shareholder is deemed to have declined the offer.

21.9. A notice of acceptance shall be irrevocable and shall give rise to a legally binding and unconditional contract between the Seller and the buying shareholder, conditional only upon acceptances being received for all of the Sale Shares.

21.10. The Sale Shares shall be sold free from all charges and with full title guarantee at the Sale Price and together with all rights attaching to the Sale Shares on or after the date of the Sale Notice.

21.11. In exchange for the Sale Price, the Seller shall deliver to each buying shareholder a signed share transfer form in respect of the Sale Shares bought by the Seller together with the share certificate(s) for the Sale Shares.

21.12. If the Seller fails to comply with the procedure set out above, the Company may act as agent of the Seller without confirmation or further instruction.

21.13. If in respect of all or any Sale Shares the Seller's offer lapses or is declined by the shareholders, then the Seller shall be entitled to transfer the entire legal and beneficial interest in all of the Sale Shares to the person specified in the Sale Notice.

21.14. No transfer to a third party shall be accepted by the Company until the transferee has covenanted with the remaining shareholder to perform all the obligations of the transferor under this agreement.

22. Procedure after transfer

If, at any time, and for any reason, a shareholder ceases to be a shareholder, that shareholder will immediately:

22.1. resign as a Director of the Company and from any other office connected with the affairs of the Company without compensation for loss of office;

22.2. immediately transfer to whomever the Company directs, any shares in any company held by that shareholder as nominee of the Company;

22.3. irrevocably authorise the Company to appoint some other person to sign resignations on behalf of that shareholder;

22.4. not from that time represent to anyone that the shareholder is still a Director or shareholder of the Company or associated with it;

22.5. return to the Company without request all property owned by the Company whether or not such property to have value;

22.6. delete all Confidential Information from any computer disks, tapes or other media; and

22.7. not contact or communicate with any customer, supplier, or employee of the Company.

If a shareholder fails to comply with any provision of this paragraph where compliance could be achieved by the signing of some document or doing of something by someone else, then that shareholder now irrevocably authorises the Company to appoint some person in the name and behalf of that shareholder to sign any document or do any such thing (without prejudice to any claims which a shareholder may have against the Company arising out of this agreement or its transfer).

23. Shareholder's continuing rights and obligations

23.1. This agreement shall be binding upon the successors and permitted assignees of each shareholder.

23.2. The rights and obligations of a shareholder shall cease on the Transfer Date, except that the following obligations shall remain in full force and effect:

23.2.1 any right or obligation arising from this agreement and outstanding and unsatisfied at the Transfer Date; and

23.2.2 any right or obligation arising from a shareholder’s employment by the Company or connection with it.

24. Restrictions on shareholder after transfer

Each shareholder agrees that:

24.1. after the Transfer Date, the shareholder will continue to acknowledge the ownership by the Company of any Intellectual Property rights of the Company at any time the Company may call upon that shareholder to do so;

24.2. the provisions of this paragraph are fair and reasonably required for the protection of the Company.

25. Transfer of shares on death or incapacity

In this paragraph:

PR: Means the personal representatives or other person in control of the affairs of a shareholder as a result of the happening of a Relevant Event. Specifically in relation to this company, for the current shareholders: first in line, the life partner of longer than 3 years (and in a registered partnership with shareholder). Second in Line: the child(ren) of the shareholder.

Relevant Date: means the date of a Relevant Event.

Relevant Event: means any one of:

the death of a shareholder; or

the registration of a lasting power of attorney in respect of the health and care or financial affairs of a shareholder; or

the certification of a shareholder as a patient as defined by section 145 (1) of the Mental Health Act 1983.

Relevant Shares: means shares which are owned by a shareholder whose affairs become subject to a Relevant Event.

25.1. A PR must, as soon as this provision comes to the notice, notify the Directors of a Relevant Event whereupon the following provisions shall take effect.

25.2. Relevant Shares shall not be re-registered in the name of any person unless the PR agrees to, and partakes in, the following procedure.

25.3. Notice of a Relevant Event by a PR shall be irrevocable and shall be deemed to constitute an unconditional offer for sale of the Relevant Shares at the Fair Price in accordance with the procedure here set out.

25.4. Promptly after notice of a Relevant Event has been received by the Directors, the auditors of the Company shall be instructed to determine the Fair Price of the Relevant Shares. The cost of such work shall be payable by the PR.

25.5. Any such offer shall be deemed to have been made:

25.5.1 to the Company which shall have the right to accept any or all of the Relevant Shares (if it is lawfully able to do so) by written notice given by it to all shareholders within 14 days of the notification of the value of the Relevant Shares; or

25.5.2 if or to the extent that any offer made to the Company is not accepted, then to all shareholders in proportion to the number of shares owned by them at the date of the Relevant Event.

25.6. A shareholder wishing to accept any or all of the shares offered to that shareholder shall give written notice of acceptance to the Company within 21 days of the notification of the Fair Price. If such notice is not received by the Company within 21 days, that shareholder is deemed to have declined the offer.

25.7. A notice of acceptance shall be irrevocable and shall give rise to a legally binding and unconditional contract between the Company or the person giving it and the PR whereby the PR shall transfer to the Company or the shareholder the appropriate shares and the Company or the shareholder shall pay the Fair Price.

25.8. If neither the Company nor the shareholders accept the offer to buy the Relevant Shares, then the Company shall buy the shares within six months of the offer having been made at the price of 90% of the Fair Price.

26. Transfer of shares on bankruptcy

If a bankruptcy order is made against any shareholder, the remaining shareholders shall offer to buy the shares of the bankrupt shareholder from that shareholder's trustee on the following terms:

26.1. The remaining shareholders shall appoint one of their number to negotiate with the trustee.

26.2. The price offered shall be the minimum price reasonably obtainable.

26.3. As between the remaining shareholders, each shall be entitled to buy shares pro rata with existing holding, so as to preserve the proportions held by them.

26.4. If any remaining shareholder does not wish to buy proportionate number of shares, a shareholder need not do so. If a shareholder does not, the shares that would have constituted that shareholder's entitlement shall be offered pro rata to the then remaining shareholders.

27. Conflict with the Articles

If any conflict arises between this agreement and the Articles of the Company, then:

27.1. as between the shareholders, this agreement shall prevail; and

27.2. the shareholders shall procure whatever modification is necessary to the Articles to cure the conflict.

28. Miscellaneous matters

28.1. No amendment or variation to this agreement is valid unless in writing, signed by each of the parties or authorised representative.

28.2. This agreement may be executed in multiple counterparts. All such counterparts when executed will be deemed to be an original, all of which will constitute one and the same agreement.

28.3. In the event of a dispute arising out of this agreement the parties undertake to attempt to settle it through professional mediation before commencing litigation.

28.4. If the extent only, of any part or provision of this agreement is held to be unlawful, void or unenforceable, then that part or provision shall be deemed to be reduced so far as to permit it to become valid and enforceable without affecting the remainder of the agreement.

28.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

28.6. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.

28.7. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts or otherwise.

28.8. Any communication to be served on either party shall be sent by hand or by first class post or recorded delivery or by email and shall be deemed to have been delivered if by hand on the day of delivery, if by post within 72 hours of posting or 48 hours if sent by email to the correct email address.

28.9. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and the parties agree that any dispute arising from it shall be litigated only in that country.

Signed by Marieke Poetsema, a director, duly authorised on behalf of the Company

Signed by shareholder name 1. Alcmaria Ltd

Signed by shareholder name 2.

Signed by shareholder name 3.

Signed by shareholder name 4.

Signed by shareholder name 5.

Signed by shareholder name 6.

Signed by shareholder name 7.

Schedule 1: Existing IP owned by IP shareholder

Knowledge of real estate portfolio management:

- Checklists
- Tutorials
- Templates
- Schedules
- Documents
- Other intellecetual property
- etc etc

Provided for by any of the directors or shareholders, may be used for other purposes than for the Company, without limits.

]Schedule 2: Ownership of assets used by the Company

All finances provided to the company by a director / shareholder is considered a directors / shareholders loan to the company against 4% yearly interest. The repayment of loan and the payment of the interests as agreed in loan agreement, holds a first charge above all dividend, sale, profit or settlements amongst shareholders.

Exact assets purchased on behalf of the Ltd from the Ltd's funds, will be determined in the loan agreements,