STRANDPARK PROPERTIES LIMITED

JOINT VENTURE AND PROFIT SPLIT AGREEMENT

DETAILS OF INVESTMENT

- Project Address: ______________________________________
- Effective Date: ____

1. THE PARTIES.

This Joint Venture and Profit Split Agreement (the "Agreement") is made by and between
A. OPERATING PARTNER (The Company/Borrower):

Strandpark Properties Limited , located at 68 Grafton Way, London, United Kingdom, W1T 5DS. The Operating Partner is responsible for managing, executing, and completing the Project.

B. CAPITAL PARTNER (The Investor/Lender):
Investor Name:______________________
Located at:_________________________ The Capital Partner is providing the required financing for the Project.

2. PURPOSE.

The Parties hereby agree to enter into a joint venture (the "Joint Venture") for the sole purpose of rehabilitating, and ultimately selling the property located at the Project: ____________________________________ (the "Project Property").

3. CAPITAL CONTRIBUTIONS.

A. Capital Partner Contribution: The Capital Partner has provided the Principal Amount of $___________ to the Operating Partner, as further evidenced and secured by the Secured Promissory Note of even date herewith. This amount is used for the rehabilitation of the Project Property.

B. Operating Partner Contribution: The Operating Partner contributes all necessary management, skill, labor, and services required to complete the rehabilitation and sale of the Project Property.

4. PRINCIPAL GUARANTEE AND COST OVERRUNS.

A. **No Additional Capital Calls:** The Operating Partner is **solely responsible for any cost overruns**, protecting the investor from being asked for further funds beyond the initial $____________ commitment.

B. **Guaranteed Payout Date: The investor must be paid out on the agreed date regardless of the outcome of the project.** In the event the End Buyer fails to close immediately following the property rehab completion, **Strandpark Properties Limited** (The Operating Partner) is contractually obligated to pay the investor their full Return on Investment and Initial Investment on the exact date agreed upon by the investor and StrandPark Properties, as stipulated in this Joint Venture Contract Agreement. **This serves as a principal guarantee and ensures the investor is paid on schedule regardless of the final sale timeline.**

5. PROJECT EXPENSES AND REIMBURSEMENT.

All expenses related to the Project (including but not limited to, rehabilitation costs, and sales commissions) shall be paid from the Gross Sale Price of the Project Property.

6. DEFINITION OF NET PROFIT.

"Net Profit" shall be calculated as:

{Gross Sale Price} - {Total Project Costs}

Where Total Project Costs include:

a. The repayment of the Capital Partner's original Principal Amount ($____________).

b. All costs of, rehabilitation, maintenance, and sale (e.g., closing costs, agent commissions, taxes, insurance, utilities, etc.).

7. PROFIT DISTRIBUTION (________ SPLIT).

Following the successful sale and closing of the project property, the distribution of proceeds shall occur in the following order:

A. **Return of Capital:** The Capital Partner shall receive 100% of their original Principal Amount (**$______________**).

B. Profit Split: Any remaining funds (the Net Profit) shall be distributed as follows:

i. Operating Partner: ________ percent (_____%) of the Net Profit.

ii. Capital Partner: ____________ percent (______%) of the Net Profit.

The distribution of the Capital Partner’s Principal Amount (Section 7.A.) and their share of the Net Profit (Section 7.B.ii.)

constitutes the "accrued interest/return" payment referenced in the Secured Promissory Note.

8. MANAGEMENT AND CONTROL.

The Operating Partner shall have sole responsibility and authority for the day-to-day management, budgeting, rehabilitation work, and sale of the Project Property, including the exclusive right to negotiate the final sale price, provided such sale is commercially reasonable.

9. TERM AND TERMINATION.

This Agreement shall commence on the Effective Date and shall terminate immediately upon the completion of the Project, the full distribution of all proceeds, and the termination of the Secured Promissory Note.

IN WITNESS WHEREOF, the Parties have executed this Joint Venture and Profit Split Agreement as of the Effective Date.

Sign:

________________________ ________________________

Tahrintorn S Salim,

MGR, Strandpark Properties.