STRANDPARK PROPERTIES

JOINT VENTURE INVESTMENT AGREEMENT

Fixed-Date Investment Repayment and Return Agreement



Prepared for completion and signature by the Parties

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Fixed-Date Investment Repayment and Return Agreement

Agreement Date: _____

This Joint Venture Investment Agreement ("Agreement") is entered into by and between the following parties:

1. PARTIES TO THE AGREEMENT

1.1 Operating Partner

Legal Business Name: _____

Trading Name: StrandPark Properties

Company Registration Number: _____

Authorized Representative: _____

Hereinafter referred to as the "Operating Partner."

1.2 Capital Partner / Investor

Full Legal Name: _____

Mailing Address: _____

Email Address: _____

Hereinafter referred to as the "Capital Partner" or "Investor."

The Operating Partner and Capital Partner are collectively referred to as the "Parties."

2. PURPOSE AND NATURE OF THE JOINT VENTURE

2.1 The purpose of this Agreement is to establish the terms under which the Capital Partner provides investment capital for the residential property renovation project identified in this Agreement.

2.2 The Operating Partner shall coordinate and manage the agreed project activities, including renovation planning, contractor coordination, construction oversight, project management, and sale-related coordination, as applicable to the project.

2.3 The Capital Partner provides the agreed investment capital, while the Operating Partner contributes its project management, renovation coordination, operational services, and other agreed responsibilities.

2.4 The Parties acknowledge that the joint venture involves a real estate project. However, the repayment obligation expressly set out in Section 5 is a separate contractual obligation and is not conditional upon the successful sale of the property.

2.5 Nothing in this Agreement shall be interpreted as postponing the fixed repayment date merely because the property renovation, marketing, sale, or closing takes longer than anticipated.

3. PROJECT INFORMATION

Property Address: _____

City, State, ZIP Code: _____

Property Purchase Price / As-Is Value: $_____

Estimated After-Repair Value (ARV): $_____

Agreed Renovation Budget: $_____

Expected End-Buyer Purchase Price, if applicable: $_____

Expected Project Start Date: _____

Expected Renovation Completion Date: _____

Expected Sale or Closing Date: _____

Title / Escrow Company, if applicable: _____

Party Holding Any Buyer Deposit: _____

The above project details identify the intended investment project. They do not change the repayment terms expressly agreed to in Section 5.

4. INVESTMENT AMOUNT AND AGREED RETURN

The Parties agree to the following specific financial terms:

A. Initial Investment Capital: $_____

B. Agreed Return on Investment (ROI): ____ %

C. Agreed Return Amount: $_____

D. Total Fixed Repayment Amount: $_____

The Total Fixed Repayment Amount shall equal the Initial Investment Capital plus the Agreed Return Amount.

Calculation:

Initial Investment Capital: $_____

Plus Agreed Return Amount: $_____

TOTAL AMOUNT DUE: $_____

Investment Funding Date: _____

Exact Fixed Repayment Date: _____

Payment Due Time and Time Zone, if applicable: _____

The Parties must complete and verify all financial fields before signing. The agreed percentage, return amount, total repayment amount, and repayment date must be consistent throughout this Agreement and any related promissory note.

5. FIXED-DATE REPAYMENT OBLIGATION

5.1 Express Contractual Commitment

In consideration of the Capital Partner providing the Initial Investment Capital, the Operating Partner expressly agrees to pay the Capital Partner the full Total Fixed Repayment Amount stated in Section 4 on or before the Exact Fixed Repayment Date specified in this Agreement.

The Total Fixed Repayment Amount consists of:

1. Repayment of 100% of the Initial Investment Capital; and

2. Payment of the Agreed Return on Investment.

Both amounts shall be due in accordance with the same fixed repayment obligation.

5.2 Payment Is Not Conditional Upon the Property Sale

The Parties expressly agree that the Operating Partner’s payment obligation is not conditional upon the property being renovated, sold, or closed by the end-buyer before the Exact Fixed Repayment Date.

The following circumstances shall not, by themselves, extend or postpone the agreed repayment date:

- Renovation delays or contractor delays;
- A change in the expected project completion date;
- An end-buyer failing to close or delaying closing;
- A delayed property sale;
- Sale proceeds being less than expected;
- A change in the expected property value; or
- The project generating less profit than anticipated.

The Operating Partner remains contractually obligated to pay the Total Fixed Repayment Amount on the agreed date, subject to applicable law and any valid written amendment signed by both Parties.

5.3 No Automatic Extension

The Exact Fixed Repayment Date may be changed only through a written amendment expressly identifying the revised date and signed by both Parties.

A telephone conversation, text message, anticipated closing date, contractor delay, or verbal request for additional time shall not, by itself, amend the repayment date.

5.4 Nature of the Commitment

The fixed-date payment commitment is an express contractual obligation of the Operating Partner. It is not merely an estimate of the expected sale proceeds or a statement that payment will be attempted if the project succeeds.

6. OPERATING PARTNER RESPONSIBILITIES

The Operating Partner shall be responsible for the agreed project management activities, including:

1. Coordinating renovation work and contractors.

2. Monitoring the project budget and schedule.

3. Coordinating construction activities and reporting material project developments.

4. Maintaining appropriate project records and documenting agreed expenses.

5. Coordinating marketing, buyer communication, and sale-related activities where applicable.

6. Providing reasonable updates and relevant project documentation to the Capital Partner.

7. Meeting its contractual obligations under this Agreement, including the fixed-date repayment obligation in Section 5.

Agreed Budget-Overrun Responsibility: _____

The Capital Partner shall not be required to contribute additional capital beyond the Initial Investment Capital specified in Section 4.

The Operating Partner's responsibility for managing the project and its obligation to make the fixed repayment are distinct contractual obligations.

7. CAPITAL PARTNER RESPONSIBILITIES

The Capital Partner agrees to:

1. Provide the Initial Investment Capital in the agreed amount and by the agreed funding date.

2. Supply accurate information reasonably required to document the investment.

3. Review project information and communicate reasonable questions or concerns.

8. PROPERTY SALE, PROJECT EXPENSES, AND SALE PROCEEDS

8.1 The Operating Partner may use property sale proceeds to pay legitimate project expenses, settlement expenses, and other properly documented costs associated with the project.

8.2 The Parties acknowledge that the timing and amount of property sale proceeds may vary.

8.3 The calculation of project profit is separate from the Total Fixed Repayment Amount stated in Section 4.

8.4 The Operating Partner shall not interpret a shortage of sale proceeds, an unsuccessful sale, or a loss on the project as automatically cancelling or postponing its fixed-date repayment obligation.

8.5 Any buyer deposit, earnest money deposit, escrow arrangement, title company, or other security arrangement shall be identified accurately in the relevant project documentation. The existence of a buyer deposit shall be represented as security for the Capital Partner.

9. RECORDS, REPORTING, AND DUE DILIGENCE

The Operating Partner shall maintain reasonable records relating to the project, including applicable renovation costs, contractor expenses, sale documentation, and settlement information.

Upon reasonable request, the Operating Partner shall provide available project records relevant to the Capital Partner's investment, subject to applicable confidentiality obligations and third-party restrictions.

The Parties may attach supporting documents, including:

- Project budget and renovation breakdown;
- Property purchase or control documentation;
- End-buyer purchase and sale agreement, if applicable;
- Buyer deposit or escrow confirmation, if applicable;
- Renovation schedule;
- Relevant property photographs; and
- Any separately executed promissory note or security agreement.

Attachments shall be identified by title and date and incorporated into this Agreement only to the extent the Parties expressly agree.

10. RISK DISCLOSURE AND REPRESENTATIONS

10.1 The Capital Partner acknowledges that real estate renovation projects involve operational, market, contractor, property-condition, and transaction risks.

10.2 The Operating Partner shall not knowingly provide materially false project information or misrepresent the status of a buyer contract, deposit, title arrangement, renovation, or sale.

10.3 The Parties acknowledge that the Operating Partner's obligation to pay the Total Fixed Repayment Amount on the Exact Fixed Repayment Date is a contractual obligation under this Agreement.

10.4 The fixed repayment terms are expressly stated in Sections 4 and 5.

10.5 Nothing in this Agreement waives any rights or remedies that cannot lawfully be waived.

11. DEFAULT AND REMEDIES

11.1 Failure to pay the full Total Fixed Repayment Amount by the Exact Fixed Repayment Date shall constitute a payment default, subject to any applicable mandatory legal requirements.

11.2 Upon default, the Capital Partner may pursue the remedies available under this Agreement and applicable law.

No blank provision in this section shall be interpreted as authorizing an unlawful charge or eliminating rights provided by applicable law.

12. GOVERNING LAW AND DISPUTE RESOLUTION

Governing State / Country: _____

County or Venue, if applicable: _____

The Parties intend that this Agreement be interpreted under the governing law validly selected above.

13. GENERAL PROVISIONS

13.1 **Amendments.** Any amendment must be in writing and signed by both Parties.

13.2 **Entire Agreement.** This Agreement supersedes prior discussions and understandings concerning the same subject matter to the extent permitted by law.

13.3 **Severability.** If a provision is held unenforceable, the remaining provisions shall continue to apply to the extent legally permitted.

13.4 **No Waiver.** Failure to enforce a provision on one occasion shall not automatically waive the right to enforce it later.

13.5 **Assignment.** Neither Party may assign its rights or obligations without the other Party's written consent, except as otherwise permitted by applicable law or expressly agreed in writing.

13.6 **Electronic Signatures and Counterparts.** The Parties may sign counterparts and use electronic signatures to the extent permitted by applicable law.

13.7 **Independent Review.** Each Party acknowledges the opportunity to seek independent legal and financial advice before signing.

14. ACKNOWLEDGMENT OF THE FIXED PAYMENT TERMS

By signing below, the Parties acknowledge that they have reviewed and agreed to the specific financial terms in Section 4 and the fixed-date repayment obligation in Section 5.

The Operating Partner expressly acknowledges that the agreed Total Fixed Repayment Amount consists of the Initial Investment Capital plus the Agreed Return on Investment and that the payment is due on the Exact Fixed Repayment Date stated in this Agreement.

The Parties further acknowledge that the fixed repayment date is not automatically extended because the property sale is delayed, the end-buyer fails to close, or the project generates less profit than anticipated.

The Parties intend these provisions to be read consistently with the rest of the Agreement.

15. SIGNATURES

OPERATING PARTNER

Legal Business Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

CAPITAL PARTNER / INVESTOR

Full Legal Name: _____

Signature: _____

Date: _____