**INVESTMENT AGREEMENT**

This Investment  Agreement ("Agreement") is entered into on the July 25,  2025, by and between:

[redacted]

○ Passport Number: [redacted]

○ Date and Place of Birth: [redacted]

hereinafter referred to as "the First Party."

**Roots villa 1 DAO LLC:**

○ Represented by an Authorized Person, [redacted]

○ Passport Number: [redacted]

○ Date and Place of Birth: [redacted]

○ Hereinafter referred to as "the Second Party."

Collectively, they are referred to as "the Parties."

**ARTICLE 1 - STATEMENT**

1.1 The Second Party agrees to invest funds into the construction of the property known as **"Roots Villa 1"**, located in the Province of Bali, Gianyar Regency, Tegallalang District, Tegallalang Village, on a land plot of 475.53 m².
1.2 The purpose of this Agreement is to define the terms and conditions of the Second Party's investment, the rights to the property, and the obligations of the First Party related to the use of these investment funds.

**ARTICLE 2 - SERVICES**

2.1 The first party agrees to utilize these investment funds for the construction of "Roots Villa 3", which includes the following:

2.1.1  Transfer to the second party of the lease rights to a 475.53 m² land plot, namely:

- A part of a plot of land with Certificate of Ownership Number: 03149/Desa Tegallalang, located in Tegallalang Village, Tegallalang District, Gianyar Regency, Bali Province, with boundaries and location as detailed in the Measurement Letter dated 11-09-2014 (eleventh of September, two thousand fourteen), Number: 01896/TEGALLALANG/2014, registered in the name of: ANAK AGUNG RAI ANTARA YASA; and
- A part of a plot of land with Certificate of Ownership Number: 05432/Desa Tegallalang, located in Tegallalang Village, Tegallalang District, Gianyar Regency, Bali Province, with boundaries and location as detailed in the Measurement Letter

dated 27-10-2023 (twenty-seventh of October, two thousand twenty-three), Number: 04293/TEGALLALANG/2023, registered in the names of: I WAYAN LAS, I MADE SUNARTA, and I WAYAN GUNAWAN;

which land is granted for use by the First Party for a period of 30 (thirty) years, in accordance with the applicable laws and agreements.

2.1.2 Organizing and assuming full responsibility for the construction of the villa on the specified land plot.
2.1.3 Obtaining all necessary permits and documents required for the Second Party's full use of the villa.

2.2 Construction

The First Party commits to managing the construction of the object in accordance with the agreed design, floor plans, landscape plans, and other documentation provided and approved by the Second Party. This includes:

● Independently entering into a construction agreement with a contractor.
● Fully supervising the construction process until the completion and formal acceptance of the object by the Second Party.
● Managing warranty services for the object and rectifying any defects within one year after the transfer of the object to the Second Party.
● Covering all costs related to the contractor's work and other construction expenses.

2.3 Leasehold

● The First Party undertakes to ensure that the Second Party enters into a lease agreement for the land plot designated for the construction of the facility within one month from the date of signing this Agreement and receipt of the first payment.
● The size of the land plot and the leasehold term will be clearly defined in the Leasehold Agreement and verified by a Notary.
● The start date of the leasehold, as recorded in the Leasehold Agreement verified by a Notary, will align with the date the client signs the agreement. The leasehold term will conclude on June 10, 2055.

2.4 Furniture

The First Party undertakes to fully equip the object with the furniture and equipment listed in the attachment to this contract. A separate supplementary agreement specifying the detailed list and conditions shall be concluded between the Parties in the future after the commencement of construction.

**ARTICLE 3 – PROJECT LOCATION**

3.1 The Project Management Services described in this Agreement will be provided for the project located in the Province of Bali, Gianyar Regency, Tegallalang District, Tegallalang Village.

3.2 Villa No. 1, as shown on the Roots complex site plan, is the subject of this Agreement, and the said site plan is attached hereto and forms an integral part of this Agreement.

**ARTICLE 4 – DURATION**

4.1 Term of the contract

The Investment Agreement shall be provided from the date of signing this Agreement and shall remain in effect until the completion and transfer of the constructed property to the Second Party, which shall take place no later than the fourth quarter of 2026, but in any case shall continue until both Parties have fully fulfilled their respective obligations under this Investment Agreement.

4.2 Extension of Duration

If project completion is delayed due to unforeseen circumstances, the First Party will notify the Second Party as soon as possible. The period of performance of the contract will be extended to reflect the estimated time of completion of the project without additional payments.

**ARTICLE 5 – PAYMENT PLAN**

5.1 Total Project Price

The total price for the project is:

● IDR 4,926,780,000 (Four billion nine hundred twenty-six million seven hundred eighty thousand); equal with USD 303,000 (Three hundred three thousand US dollars); or equal with USDT 303,000 (Three hundred three thousand USDT).

5.2 Payment Schedule

● Deposit and payment plan:

The total contract amount is USD 303,000 (Three hundred three thousand US dollars), or approximately IDR 4,926,780,000 (Four billion nine hundred twenty-six million seven hundred eighty thousand Indonesian Rupiahs). Payments shall be made according to the following milestones:

1. 30% (USD 90,900 / IDR 1,478,034,000) – Upon contract signing .
2. 20% (USD 60,600 / IDR 985,356,000) – until September 25, 2025
3. 25% (USD 75,750 / IDR 1,231,695,000) – until December 25, 2025
4. 20% (USD 60,600 / IDR 985,356,000) – until March 25, 2026
5. 5% (USD 15,150 / IDR 246,339,000) – until June 25, 2026

5.3 Payment Details

All payments as stated above should be transferred by the Second Party to the First Party using the following account details:

● Cryptocurrency:

○ USDT TRC20 (Tron)

○ Crypto Wallet: TC4Y8NRJGzQybzy9ogPG8nvkLALa8ftrqZ

**ARTICLE 6 – RESPONSIBILITIES OF THE FIRST PARTY**

The responsibilities of the First Party are as follows:

● Provide the design, floor plan, landscape plan, and list of furniture and equipment for confirmation by the Second Party within 2 (two) months of signing this Investment Agreement.
● Create and share digital records of the Project and provide the Second Party with updates on the Project's progress.
● Keep the Second Party informed promptly of all significant developments in the Project.
● Advise the Second Party on any defects arising or found during the warranty period and supervise remedial works performed by the contractor.
● Notify the Second Party upon completion of the Project and invite the Second Party to perform a joint inspection within 14 (fourteen) days following completion. If the Second Party is unable to perform the joint inspection with the First Party, the Second Party shall authorize the First Party to conduct the review.
● Pay all costs to contractors for the implementation of the Project.
● Ensure that the Second Party is entitled to warranties for the quality of the construction works and the materials used, as provided by the general contractor and the respective manufacturers or suppliers, at no additional cost to the Second Party, provided that any requested repairs fall within the scope of such warranties
● Assist the Second Party with any future leasehold extensions, modifications, or related discussions with the landlord. The First Party will provide full assistance for these matters without charging any additional commission or fees.

**ARTICLE 7 – RESPONSIBILITIES OF THE SECOND PARTY**

The responsibilities of the Second Party are as follows:
● Confirm the design, floor plan, landscape plan, list of furniture, and equipment for the Project to the First Party within 2 (two) months of signing this Project Management Agreement.
● Make payments according to the Payment Plan.
● Inform the First Party in advance about possible delays, no later than 7 (seven) days before the payment due date, and discuss a new payment date with the First Party.

**ARTICLE 8 – RIGHTS OF THE FIRST PARTY**

The rights of the First Party under this Agreement are as follows:
● Taking into account the preferences of the Second Party, fully decide on the specifications of the Project.
● Communicate and coordinate with all contractors to discuss Project progress.

● Receive payments on time from the Second Party, as outlined in Article 5 of this Agreement.

**ARTICLE 9 – RIGHTS OF THE SECOND PARTY**

● The rights of the Second Party under this Agreement are as follows:
● The Second Party may, at any time, enter the Project area to review the progress of the project, provided that advance notice is given to the First Party.
● The Second Party may request an update on the progress of the Villa project at any time.

**ARTICLE 10 – REPRESENTATION AND WARRANTIES**

The Parties mutually represent and warrant the following:
● Both the First and Second Party agree to maintain strict confidentiality regarding all data and information received under this Agreement. Neither Party shall disclose any confidential information to third parties, except where required by law or if the information is publicly available.
● Neither Party shall transfer or assign any part of their rights or obligations under this Agreement to any other Party without prior written consent from the other Party.
● The Second Party agrees to allow the appointed Notary, agreed upon by both Parties, to hold the Deed of Lease Rights Transfer until all payments specified in Article 5 have been made. The Second Party further agrees not to transfer the lease to any other party until all payments have been fulfilled.
● All aspects related to the design, floor plan, landscape, furniture, and equipment as agreed upon by both Parties will be described in an appendix. This appendix shall form an inseparable part of this Agreement, and both Parties are obligated to sign it within two (2) months of signing this Project Management Agreement.
● The First party guarantees that all costs related to obtaining the SLF (Certificate of Completion of Construction) and other necessary documentation in accordance with the applicable legislation, as well as the performance of construction work for this purpose (including as required by competent authorities), are entirely borne by the First party.
● The First party guarantees that all claims from third parties (including competent authorities) regarding the availability of permit documentation during construction, its obtaining, completeness, and compliance with the applicable legislation will be resolved by and at the expense of the First party.
● The First party guarantees that the complete set of construction documentation for the Project, including but not limited to the SLF (Certificate of Completion of Construction), will be obtained after the completion of construction work in the manner and within the deadlines established by the applicable legislation.

**ARTICLE 11 – DISPUTE RESOLUTION**

● This Agreement shall be governed by and construed under the laws of the Republic of Indonesia.
● The Parties agree to resolve any disputes, uncertainties, or issues not addressed in this

Agreement amicably and in good faith.
● If an amicable resolution cannot be reached, the Parties agree that any disputes shall be resolved at the Denpasar District Court in Bali, which shall serve as the exclusive legal domicile for such matters.

**ARTICLE 12 – FORCE MAJEURE**

● Neither Party shall be liable for delays, costs, losses, or expenses caused by force majeure events. These include, but are not limited to, pandemics, fires, strikes, floods, riots, wars, terrorism, government regulations or policies, or any other events beyond the Parties' reasonable control. This also covers conditions such as prolonged periods of rain that render the construction site inaccessible or unworkable.

**ARTICLE 13 – MISCELLANEOUS**

● This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, and assigns. If either Party passes away, this Agreement shall remain in full force and effect between the surviving Party and the heirs of the deceased, or between the heirs of both Parties in the event both pass away.
● Any matters not sufficiently addressed in this Agreement, or any changes to its provisions, shall be documented in a separate addendum, which will be signed by both Parties and deemed an integral part of this Agreement.
● If any provision of this Agreement is deemed invalid or prohibited by law, such invalidity shall not affect the enforceability of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Investment Agreement in two (2) original copies, each having the same legal effect, after carefully reviewing and understanding its contents. The Agreement is signed by the Parties on the date stated at the beginning of this document.

**Signed by:**

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|---|---|
| **First Party:**<br>[redacted]<br>Phone: [redacted]<br>E-mail: [redacted]<br>[redacted] | **Second Party:**<br>**Roots villa 1 DAO LLC**<br><br>**Andrii Fedosov** ____________ |

Amendment to Investment Agreement № 1 dated 25 July 2025


| **First Party:** | **Second Party:** |
| --- | --- |
| [redacted] | **Andrii Fedosov** ____________ |

Amendment to Investment Agreement № 2 dated 25 July 2025


| **First Party:** | **Second Party:** |
|---|---|
| [redacted] | **Andrii Fedosov** |