10/10/2025

INVESTMENT AGREEMENT

Between “The 2K Project Ltd & Investor”

Document Version: 1.0

Prepared by: Earl Thomas

Confidential

Contents

The 2K Project Ltd Investment Agreement

1. The Parties

This Agreement is made on (date ,by and between:

- **The 2K Project Ltd:** A private company limited by shares, registered in England and Wales under company number [Insert Company Number], with its principal office at 11 Sutton Road, St Albans, Hertfordshire, AL1 5JQ. Contact: earl.thomas@hotmail.co.uk | Tel: 07985 425428.
- **The Investor:** [Full Legal Name], residing at [Investor Address], contactable via [Investor Email] and [Investor Telephone Number]. The Investor's next of kin is [Name & Telephone Number].

1.2. Commencement Date and Term

This Agreement will begin on. date and will remain in effect for a fixed term of one (3 or 5) year, concluding on. date , unless extended or terminated as outlined in Clause 9.

1.3. Investment Amount

The Investor commits to investing a sum of £0,000 (thirty thousand pounds sterling) in The 2K Project Ltd. This amount must be paid in full to the designated bank account before the start of the Contract Period.

1.4. Payment Instructions

- Recipient: The 2K Project Ltd
- Bank: Lloyds Bank
- Sort Code: 30-99-50
- Account Number: 61532668
- Reference: [Investor Full Name]

The Investor must use their full legal name as the payment reference. The payment should be made via secure transfer. The 2K Project Ltd will issue confirmation of receipt within five (5) working days.

1.5. Investor Banking Details (for Return of Funds)

- Bank Name: [Investor's Bank Name]
- Sort Code: [Investor's Sort Code]
- Account Number: [Investor's Account Number]

The Investor has responsibility for the accuracy of these details and must notify The 2K Project Ltd in writing of any changes at least 28 days before any scheduled payment.

Important Information

This Agreement sets forth legally binding terms and conditions for participation in The 2K Project Ltd investment programme. Once both parties have signed and dated this Agreement, it becomes a binding contract under the laws of England and Wales.

If any part of this Agreement is unclear, the Investor is strongly encouraged to seek independent legal advice from a qualified solicitor or legal practitioner before signing.

2. Definitions

- 2.1"We", "Us", "Our": Refers to The 2K Project Ltd, a private company limited by shares, registered in England and Wales.
- 2.2 "You", "Your", "Investor": Refers to the individual entering into this Agreement with The 2K Project Ltd for the purpose of making a financial investment.
- 2.3 "Investment": The capital sum paid by the Investor to The 2K Project Ltd under this Agreement, with a minimum threshold of £0,000 unless otherwise agreed in writing.
- 2.4 "Yield": The return on investment, expressed as a percentage of the original Investment, subject to the terms in Clause 11.
- 2.5 "Profit and Loss Report": A financial statement prepared by The 2K Project Ltd detailing income, expenses, and net profit for the investment period.
- 2.6 "Contract Period": The fixed term of one (1) year starting on. date , and ending on date , unless extended or terminated in line with this Agreement.
- 2.7 "Project Period": The period during which the Investor remains contractually engaged with The 2K Project Ltd, including any renewal or rolling investment programme.
- 2.8 "Consultation": A scheduled meeting (via Zoom or other format) for the Investor to ask questions about the investment, performance, or future opportunities.
- 2.9 "Investor Application": The completed and signed contract submitted by the Investor, with the full investment amount, and accepted by The 2K Project Ltd upon countersignature and confirmation email.
- 2.10 "Termination": The end of contractual obligations under this Agreement, whether by expiry, notice, or breach, as further defined in Clauses 9 and 12.
- 2.11: All references to persons include individuals, corporate entities, and partnerships. Words importing the singular include the plural and vice versa. References to any gender are gender neutral.
- 2.12 "Director(s)": Individuals formally appointed to the board of The 2K Project Ltd, or those granted written authority by board resolution or power of attorney to act on behalf of the company in contractual matters.
- 2.13 "Investor": Any individual or entity who enters into this Agreement with The 2K Project Ltd, having completed all onboarding steps, including identity verification and payment of the agreed amount. Investors are classified as "silent investors" and have no operational control or voting rights in the company.
- 2.14 "Initial Investment" or "Original Investment": The capital sum of £0,000 paid by the Investor at the start of the Contract Period, which may be varied by written agreement or supplemented by additional investments in future projects, subject to acceptance by The 2K Project Ltd.
- 2.15 "Continuous Annual Investment Programme": A rolling investment arrangement where the Investor chooses to continue beyond the initial one-year Contract Period. Continuation

must be confirmed in writing by the Investor at least 30 days prior to the end of the current term, subject to acceptance by The 2K Project Ltd.

- 2.16 “Investment Application”: The formal submission of this signed Agreement by the Investor, with full payment of the Initial Investment into the designated bank account. Acceptance only occurs upon countersignature by an authorised Director and written confirmation to the Investor.
- 2.17 “Percentage”: The agreed rate of return on the Initial Investment, expressed as a percentage of the original sum. For example, a 10% yield on £2,000 is £200. The applicable rate is defined in Clause 11 and may change based on market conditions or Bank of England base rate movements.

2.1. Contact and Interpretation

- 2.1.1 “Project Email”: The designated email address for contractual correspondence, currently earl.thomas@hotmail.co.uk. The Company may update this address with at least fourteen (14) days’ written notice.
- 2.1.2 “Principal Office Address”: The registered business address at 11 Sutton Road, St Albans, Hertfordshire, AL1 5JQ. Changes will be communicated in writing within fourteen (14) days.
- 2.1.3 “date ”: 23:59 on the final day of the applicable notice period, after a valid termination notice per Clause 9. The standard notice period is ninety (90) days unless otherwise agreed.

2.2. Interpretation

- 2.2.1 “Person” includes individuals, corporate entities, partnerships, and any legally recognised organisation.
- 2.2.2 Singular includes plural and vice versa.
- 2.2.3 Gender references are gender neutral.
- 2.2.4 Headings are for convenience only and do not affect interpretation.
- 2.2.5 Obligations not to do something include preventing others from acting on the party’s behalf.
- 2.2.6 Legislation or regulation references include amendments, replacements, or successor provisions.
- 2.2.7 This Agreement is in English. In the event of conflict with any translation, the English version prevails.

3. Relationship of the Parties

3.1 Independent Parties

This Agreement does not create a partnership, joint venture, agency, fiduciary, or employer-employee relationship. Each party acts independently and not as an agent or representative of the other.

3.2 Entire Agreement

This document is the full agreement between the parties and supersedes prior discussions, representations, and agreements. Amendments must be in writing and signed by both parties.

3.3 Investor Conduct

The Investor acknowledges their status as a silent investor and will not act in any way that could harm the reputation or operations of The 2K Project Ltd. The Investor will not represent themselves as having the authority to bind or speak for the company.

4. Bank Details and Payment Instructions

- 4.1 The Investor must provide accurate and current bank account details for payments due under this Agreement. Updates must be submitted in writing and confirmed in line with Clause 4.3.
- 4.2 The 2K Project Ltd is not liable for losses resulting from incorrect or outdated bank details provided by the Investor. If funds are misdirected, recovery is the Investor's responsibility unless returned by the receiving bank.
- 4.3 To update bank details, the Investor must send written confirmation to earl.thomas@hotmail.co.uk at least twenty-eight (28) days before any scheduled payment. Updates are only accepted when acknowledged in writing by The 2K Project Ltd.
- 4.4 All bank details will be handled in accordance with data protection laws, including the UK GDPR. The 2K Project Ltd will take reasonable steps to ensure secure storage and processing of this information.
- 4.5 Payment receipt will be confirmed within five (5) working days, with notification sent to the designated project email. Any delays or issues will be communicated promptly.

5. Investment Term

This Agreement is for a fixed term of one (1) year from 1 November 2025 to 1 November 2026. Each Investor must contribute at least £0,000. A two-year investment applies only where a separate agreement or renewal has been entered into.

6. Completion of Investment Application

- 6.1 The 2K Project Ltd is not obliged to accept any investment application unless the full minimum investment of £0,000 has been received in cleared funds. Investments in multiple units or tiers require full payment for all options. Partial payments lead to rejection of the application.
- 6.2 If an application is submitted after the official start date of date, the Investor must pay any administrative or late entry fees as determined by The 2K Project Ltd. Acceptance is at the sole discretion of the Directors and subject to written confirmation.

7. Purpose and Governance

- 7.1 This Agreement defines the legally binding terms, obligations, and parameters for investment between the Investor and The 2K Project Ltd, governing rights, responsibilities, and conduct during the Contract Period.
- 7.2 The Investor may not use the name, branding, or identity of The 2K Project Ltd in any private, commercial, or promotional activity without prior written consent, to protect the company's reputation and business arrangements.
- 7.3 This Agreement is governed by the laws of England and Wales. Both parties submit to the exclusive jurisdiction of the courts of England and Wales for any dispute or claim arising from this Agreement.
- 7.4 The 2K Project Ltd will keep complete and accurate records of all investor contributions, transactions, and correspondence, stored securely at the Principal Office Address and managed in line with data protection laws. Investors may request access to their records in writing, subject to verification and reasonable notice.

8. Data Protection

- 8.1 The 2K Project Ltd is the Data Controller for all personal information collected and processed under this Agreement, handling all data in accordance with the UK GDPR and the Data Protection Act 2018.
- 8.2 A Privacy Notice detailing the categories of personal data held, the lawful basis for processing, retention periods, and third-party sharing will be provided to the Investor upon signing and made available upon request.
- 8.3 Where consent is required for specific processing (e.g., marketing or third-party sharing), The 2K Project Ltd will seek the Investor’s explicit written consent, which may be withdrawn at any time by written notice.
- 8.4 The Investor may request access to their personal data held by The 2K Project Ltd. Requests must be in writing and specify the information sought. Subject to verification, requested data will be provided within one (1) month of receipt, delivered securely in accordance with data protection standards.

9. Mutual Agreement

- 9.1 All Investors are classified as silent investors, with no authority or rights in the day-to-day operations, management, or strategic direction of The 2K Project Ltd.

- 9.2 The Investor's contribution is solely for participation in designated projects. This Agreement does not grant shares, equity ownership, or voting rights in the company.
- 9.3 The 2K Project Ltd may terminate this Agreement for material misconduct by the Investor, including breach of confidentiality, reputational harm, or violation of contractual obligations. In such cases, the original investment will be refunded, less any costs or fees incurred by the company as a direct result of the misconduct. Termination will be confirmed in writing and supported by evidence.
- 9.4 The Investor is responsible for understanding and managing any tax implications arising from their investment. The 2K Project Ltd does not provide tax advice; Investors are advised to seek independent professional guidance.

10. Changes to this Agreement

- 10.1 The 2K Project Ltd may amend this Agreement to comply with:
  - (a) Any applicable UK or European legislation or taxation requirements;
  - (b) Orders, judgments, or directives issued by UK courts;
  - (c) Any other applicable law, regulation, or statutory obligation.
- 10.2 In the event of required changes, The 2K Project Ltd will provide at least fourteen (14) days' written notice to the Investor, including a summary of the change, the reason for it, and any impact on the Investor's rights or obligations.
- 10.3 If a proposed change materially affects the Investor's return, contractual obligations, or ability to participate, the Investor may object or seek clarification in writing within seven (7) days of notice. The 2K Project Ltd will respond in writing and may offer the Investor the option to terminate the Agreement without penalty.

11. Return Percentage and Investment Continuation

- 11.1 The return percentage may be adjusted if the Bank of England base rate changes by more than 0.5 percentage points. Any adjustment will be communicated in writing with supporting financial rationale.
- 11.2 If the base rate changes by more than 0.5 percentage points more than fourteen (14) days before the end of any month, the revised percentage will apply from the first day of the following month.
- 11.3 No payments will be made until. date , at which time the Investor will receive their original investment (£0,000) plus a 20% yield (£0,000), unless otherwise agreed in writing. Investors may choose to reinvest by submitting a renewal application no later than date .
- 11.4 The 2K Project Ltd may terminate this Agreement for material breach, reputational harm, or misconduct by the Investor, confirmed in writing and supported by evidence. Only the original investment will be returned, less any documented costs incurred by the company.
- 11.5 If The 2K Project Ltd incurs a net operating loss during the investment year, the yield may be deferred and paid within the following twelve (12) months, based on audited financial statements.
- 11.6 Investors may not withdraw funds during the Contract Period. Exceptions may be made in cases of documented financial hardship, subject to board approval and written agreement.
- 11.7 Investors may be invited to participate in new investment opportunities during the Contract Period, with eligibility and terms communicated separately.

- 11.8 The initial investment of £0,000 will only be returned by date if specified in a separate agreement. This clause should be clarified or removed if it conflicts with Clause 11.3.
- 11.9 Investors wishing to continue beyond Year 1 must confirm in writing to the project email by. date . Failure to do so will be treated as opting out of the renewal programme.
- 11.10 The 2K Project Ltd will aim to return the original investment by the end of date , unless deferred under Clause 11.5.
- 11.11 The Investor may not sell, assign, or transfer their investment to any third party. Such action constitutes a breach and triggers Clause 25.3.
- 11.12 Unless terminated for breach or misconduct, the original investment will be returned free from charges, deductions, or penalties.
- 11.13 The Directors of The 2K Project Ltd may terminate any rolling investment programme by giving three (3) months' written notice to the Investor.

12. Dispute Resolution

- 12.1 Any dispute under this Agreement must be submitted in writing to the 2K Project Team at the designated email. A meeting will be convened within fourteen (14) working days to review the matter, and the Investor may attend or submit evidence.
- 12.2 If dissatisfied with the 2K Project Team's decision, the Investor may escalate the matter to the Director(s), whose decision is final and binding within the scope of this Agreement.
- 12.3 These procedures do not prevent either party from seeking independent legal advice or pursuing external dispute resolution, including mediation or court proceedings, as appropriate.

13. Continuing Rights and Obligations

- 13.1 After the Expiry Date, all rights and obligations cease except as provided in Clause 13.2.
- 13.2 Any outstanding or unresolved obligations or entitlements continue until satisfied, including confidentiality, tax reporting, and resolution of pending disputes or transactions.

14. Effect of Death and Incapacity

- 14.1 In the event of the Investor's death, the next of kin or legal representative must notify The 2K Project Ltd in writing and provide a certified death certificate. Outstanding financial yields will be paid to the personal representative or Executor within sixty (60) days upon valid documentation. The Investor's rights and obligations terminate as of the date of death, except for outstanding entitlements under Clause 13.2.
- 14.2 If the Investor becomes incapacitated, their legally appointed Deputy or Attorney (as defined under the Mental Capacity Act 2005 or equivalent) may manage the investment. The 2K Project Ltd may request certified copies of relevant legal documents before recognising such authority.
- 14.3 If a Director of The 2K Project Ltd dies, management passes to the Project Manager or General Manager, in consultation with board members or successors named in the Articles of Association, until the business is sold or restructured and investors receive outstanding returns or entitlements.

15. Confidentiality

- 15.1 The Investor must not reproduce, distribute, disclose, or share the contents of this Agreement or any Confidential Information about The 2K Project Ltd with third parties, except as expressly allowed under Clause 15.3. Confidential Information includes business plans, financial data, investment terms, and operational details not publicly available.
- 15.2 Breach of confidentiality may result in suspension or forfeiture of investment returns, subject to formal review by The 2K Project Ltd. Further legal action may be taken where appropriate, and enforcement will be proportionate and in line with applicable laws.
- 15.3 The Investor may disclose their interest in this Agreement for estate planning (e.g., last wishes) or when seeking professional legal advice. Disclosures must be limited and made under conditions of confidentiality.

16. Document Responsibility

- 16.1 The Investor is responsible for safely storing all documents and signed copies of this Agreement, including schedules, amendments, or correspondence from “The 2K Project Ltd”, in either physical or digital format, ensuring they are accessible and protected from unauthorised access.
- 16.2 The Investor must not alter, reproduce, or create derivative versions of contractual documents without prior written consent from a Director. Unauthorised modification is a breach of this Agreement.

17. Execution

This Agreement is entered into and effective on the date of signature below.

(a) Signed on behalf of The 2K Project Ltd

Director Signature:
____

Print Name:
____

Title:
____

Date:
____

(b) Signed by the Investor

Investor Signature:
____

Print Name:
....

Date:
____

By signing, the Investor confirms that they have read, understood, and agreed to the terms and conditions set out herein.

Appendix A – Project Year Summary

- Contract Term: Year 1
- Start Date: date
- End Date: date
- Payment Date: date

Summary of Return:

- The Investor will receive the full return of their original investment (£30,000) on or before ( ) , in accordance with Clause 11.
- The agreed yield of 20% (£.   ) will be paid alongside the return of capital, unless deferred under Clause 11.5.

Contract Status:

- This Agreement will automatically terminate on (   ) unless the Investor has opted into the Continuous Annual Investment Programme as described in Clause 11.9.

This Appendix is an integral part of the Agreement and is subject to all terms and conditions.

The 2K Project Ltd – Frequently Asked Questions (FAQ)

Investment Basics

- Minimum Investment Amount: Investments start from £2,000 upwards. Please ensure this amount is financially suitable for you.
- Investor Classification: Investors are silent investors, meaning they are not involved in day-to-day business decisions but will receive returns as outlined in their contract.
- Investment Term: Options include 1-year, 3-year, or 5-year contracts. Properties may be sold at any time depending on profitability.
- Early Withdrawal: No withdrawals are allowed during the first year. Early withdrawal in years 2–5 may result in penalties, loss of ROI, and exclusion from future opportunities. A 90-day written notice is required to terminate your contract.

Property and Income

- Property Acquisition Timeline: The company has acquired Address of Property, which is being refurbished into X flats or X houses.
- Rental Income:
- 9 flats at £500/month = £4,500/month or £54,000/year
- 2 shops at £500/month = £1,000/month or £12,000/year
- Total projected rental income: £66,000/year

Expected Overheads: Insurance, refurbishments, maintenance, SG&A expenses, stamp duty, taxes, and professional services. Financing and interest costs apply from year 2 onwards.

Property Purchase and Refurbishment Spend: Dependent on market conditions and investor participation. Three properties have already been acquired.

Return on Investment (ROI)

- ROI Calculation and Payment: Based on original investment and contract term. Returns may be paid quarterly (April, July, October, January) or as a lump sum.
- Year 1: 20% ROI
- Year 3: If the £100,000 target is met, investors may receive £1,000
- Year 3+: ROI increases to 25% annually until investment is returned or sold

Return of Investment: Capital and ROI will be returned at the end of the contract term (e.g., 1 November 2026 for a 1-year contract), subject to business performance.

Legal and Governance

- Contract: All investors will sign a contract. Independent legal advice is strongly recommended before signing.
- Company Status: The 2K Project Ltd is a private company limited by shares. Investors hold non-voting rights.
- Legal Representation: The company has an appointed solicitor.
- Becoming a Director: Minimum investment of £100,000 is required. Deadline for interest is 6 April 2026. Email: earl.thomas@hotmail.co.uk
- Equal Shares: ROI is distributed proportionally to individual investment amounts.

- Additional Payments: No additional payments required, but investors may choose to reinvest returns in future property acquisitions.

Operations and Management

- Business Account: Payments are made to a Lloyds Bank account, details provided upon signing.
- New Investors: May join after business launch at the directors' discretion; a joining fee may apply.
- Property Management: Operates a hands-off system; tenants contribute to upkeep via a rent-free month. Properties are subscribed to British Gas Homecare.
- Director Death: Project/General Manager and appointed members manage operations until the business is sold and investors are paid out.
- Investor Death: The investor's solicitor must notify the company; outstanding returns will be paid to the next of kin or executor.

Team Participation

- Joining the Team: Open to all, with no formal qualifications required. Commitment, skills, and housing or project management experience are valued.
- Benefits: Learn about property acquisition, renovation, builder selection, and funding. Team members vote on direction and must attend meetings and complete tasks.
- Feedback: Email earl.thomas@hotmail.co.uk, preferred for audit and recordkeeping.
- Company Secretary: Earl Thomas is currently interim secretary; a permanent or freelance secretary will be appointed as revenue allows.
- Zoom Meetings: Recordings may be available on request, but attendance is the participant's responsibility.

Additional Guidance

- Impact on First Home Purchase: Investing will not affect first-time home buying, but independent legal advice is recommended.
- Investment Down Payment Deadline: Deadline will be specified in the contract.
- Northern Properties: Northern regions offer better value, high demand, and stronger profit potential.