



# Tangier Service Capital Group, Ltd

## Investment Packet

Unit GD-PB-04-06-OF-13  
Level 6 Precinct Building 4  
Dubai International Financial Centre UAE  
Dubai UAE

This Investment Packet has been prepared by Tangier Service Capital Group Ltd. an entity organized as a United States Texas Corporation and is being provided to potential projects needing an investment from Tangier Service Capital Group Ltd. While Tangier Service Capital Group Ltd. and its affiliates have no reason to believe that any of the information contained in this packet to be inaccurate or incomplete in any material respect, this document does not constitute a final offer to sell securities or a representation or warranty by Tangier Service Capital Group Ltd. and its affiliates as a guarantee to obtain funding.

(Last Updated)

January 2024

## Information for Project Team and Options

Tangier Service Enterprises (USA) has been around for over 14 years operating as a sole proprietorship and servicing our client's needs through all type of service such as security, background checks, fraud prevention, business plans, business consulting, and many other types of business and personal service not mentioned herein. In February of 2019 the officers of Tangier Service Enterprises agreed and decided to incorporate in order to branch out into financing and funding new and existing companies. Therefore, on February 8, 2019, we were incorporated as Tangier Service Enterprises, Inc. in the State of Texas in the United States of America focused on projects located in North and Central America which are carbon friendly, create many new jobs, renew blighted areas, educate the poorly educated and raise the standard of living for those in and around our projects. In December of 2021, Tangier Services Capital Group Ltd was incorporated in Dubai, United Arab Emirates providing us the ability to work directly with investors in the Middle East.

In order to have Tangier Service Capital Group Ltd be more flexible for our Project Teams, we also decided to take a multiple approach for our Projects to choose:

1. Obtain a direct investor(s) into your project based on the wants of the investor(s) matching your project's goals and objectives. This could be a local investor(s), foreign investor(s) or a combination. If multiple investors, they may choose to create a separate investment group or each one directly invests. Normally these decisions are left up to the investors to decide their preferences and not a decision made by the project owners. Some of these investors may also be an EB-5 investor.
2. Have your project placed into the Tangier Service Capital Group investment pool where your Project is spread across a pool of Projects, which we call general funding. However, your project cannot be an EB-5 project. When placing an investment into a pool, your Project will have multiple Investors with Tangier Service Capital Group Ltd managing the investment for the pool of Projects.
3. Do a standard United States EB-5 registered investment option where the Project can help a foreign investor earn a faster path to citizenship in the United States for themselves and their family (spouse, children under 21 years old) by investing \$1.05 million in a registered EB-5 project (\$800,000 if in a Targeted Employment Area or TEA). Our subsidiary Americap Alliance EB5 Corporation will sponsor your project to USCIS for EB-5 funding.

Tangier Service Capital Group Ltd is always more interested in companies focused on green technologies, healthy foods products, farming, and mental/physical health. Our Company's Mission Statement is:

***"To work with those who are focused on improving the quality of life of everyone all over the world"***

Our Company Goals are:

- Create jobs
- Advance the life of others mentally, physically and spiritually
- Reduce the use of our earth's limited resources

- Bring life changing new technologies to the forefront
- Prove that a mix of cultures, races and religion can productively work towards success

Therefore, the projects we select for either EB-5 funding or general funding live up to our Mission and our Goals. Our Investors want to be comfortable their invested funds are doing great things for the world while your Project grows and flourishes now and into the future.

This Investment Packet is the paperwork Tangier Service Capital Group Ltd requires to properly record, track and report on your project(s) to our Investors. Please fill out all information to the best of your abilities and knowledge to avoid us having to come back to you and slowing down the process for you.

We greatly appreciate you joining our team of Projects and look forward to you being part of the family.

Tangier Service Capital Group Ltd request you please follow these steps to get started. Some information may be redundant but that is due to certain forms being used by different groups.

1. Review and sign the Letter of Intent included in this Investment Packet.
2. Review, fill out, and include requested information for each item on the Project Owner Financial Information form first 2 pages. The Scope of Work page will be determined as we move forward with your project acceptance.
3. Review, fill out, and include requested information for each item on the Project Cover Sheet form included in this Investment Packet.
4. Review, provide requested information, and check-off each item on the Project Underwriter's Checklist form included in this Investment Packet.
5. Review and sign the NCND Agreement included in this Investment Packet.
6. Review but DO NOT yet sign the Investment Agreement included in this Investment Packet.

Please ask any questions you have before moving forward with your investment request. We are here to serve you !!!!

## Investment Letter of Intent

This Letter of Intent (LOI) is between Tangier Service Capital Group Ltd and your Project Team as signed on this letter and who intend to obtain an investment from Tangier Service Capital Group Ltd in exchange for a share of ownership in the project. This offering is not a loan but an equity investment into your company which should be located mainly in the United States, Canada, Mexico and Central America plus will create new American jobs. This Packet sets forth the specific intentions regarding the investment including the amount the Project is requesting to be invested and whether the EB-5 investment option will be considered by the Project.

This letter serves as a written intention of how the Project intends Tangier Service Capital Group Ltd to use their investment and is formal notice by the Project to Tangier Service Capital Group Ltd in the event the parties experience any disagreement regarding the Project's intentions.

The investment will be for ownership into the Project's company via shares issued by the company to serve as the collateral for the investment. Tangier Service Capital Group Ltd will assume 40% ownership in the company's shares based on the company's valuation using Standard Accounting Principles for the company's valuation and versus the value of the fund's injection into the company, if an already existing company, or for startups, the projected valuation of the company over the last 5 years for existing companies or \$1 per share for startups. Tangier Service Capital Group Ltd will work with the company to reach a final agreement on percentage of ownership before offering any particular opportunity to any Project. Plus, a claw back can be offered to Company. See the sample Investment Agreement in this packet for more details on how the investment will be structured.

Tangier Service Capital Group Ltd will also request a lien on all Project assets including real estate, buildings, and Intellectual Property (IP) until the Tangier Service Capital Group Ltd has recouped the initial investment into the Project, which is separate from the equity ownership.

The Project, by signing this Letter of Intent, agrees to provide the necessary information as required by Tangier Service Capital Group Ltd in this Packet. A key component for the Project to have is a detailed Business Plan with at least a 5-year pro forma. If necessary, Tangier Service Capital Group Ltd can have your Business Plan and Pro Forma created for you at a fee to be determined.

On the following pages are forms which must be filled out by the Project Team, whether an individual or company, if you plan on going forward with Tangier Service Capital Group Ltd.

### **TANGIER SERVICE CAPITAL GROUP Ltd**

### **PROJECT REPRESENTATIVE**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## UNDERWRITING AGREEMENT

**THIS UNDERWRITING AGREEMENT** (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 (the "Execution Date"),

**BETWEEN:**

Tangier Service Capital Group Ltd. of Unit GD-PB-04-06-OF-13, Level 6 Precinct Building 4, Dubai  
International Financial Centre UAE, Dubai UAE

("Tangier Service Capital Group Ltd.")

OF THE FIRST PART

and

\_\_\_\_\_  
(the "Project")

OF THE SECOND PART;

with both Tangier Service Capital Group Ltd. and Project may be referred to Party or Parties.

Tangier Service Capital Group Ltd and their investor(s) will assign Project to an underwriting group (the "Underwriters") of their choosing. Tangier Service Capital Group Ltd. shall register with the Underwriters the securities, property and / or collateral for each Project being underwritten. The Parties entering into this Underwriters Agreement understand the Underwriters will perform their work on the Project plus any offerings in connection with such Project be it domestic or foreign, small or large. Underwriters, at their option, may require certain items to be changed or reproduced plus request any and all of the representations, warranties, agreements or any financial obligations of the holders of registerable securities associated with the Project.

This Agreement has been duly authorized, executed and delivered by Tangier Service Capital Group Ltd, and is a valid and binding Agreement of Tangier Service Capital Group Ltd. and enforceable in accordance with its terms and the laws of the State of Texas, except as rights to indemnification hereunder may be limited by applicable law and accept as the enforcement hereof may be limited to bankruptcy, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of the Project or by general equitable principles. Each Underwriter's registration is considered a legal binding document and within the laws of both the Underwriter's and the Project's jurisdiction.

The Parties may terminate this Agreement by notice to the other Party, in writing, at any time at or prior to the start of underwriting if (1) there has been, the respective dates as of which information is given in general disclosure package, any material adverse change in the financial condition, earnings, management or business of the Project and its subsidiaries considered as one enterprise; whether or not arising in the ordinary course of business or (2) a development involving a prospective materials adverse change in or affecting the Project's financial disclosure package, in any case of the effect of which is such as make it, in the judgment of the representatives, impracticable or inadvisable to be underwritten at the time.

### The Underwriters

The Underwriter(s) are experienced and have several years of underwriting mortgages, businesses, commercial lending, real estate lending and direct lending to name a few. The Underwriter(s) will be

experienced in credit, insurance, securities, and collateral analysis practices. The Underwriter(s) will always be aware that each closing is unique and must be handled on a case-by-case basis to ensure the process is properly analyzed only on the project's merits.

The Underwriter(s) always performs all work in compliance with all Federal and State laws, as well as the investor's requirements.

### **Underwriter's Fees and Payments**

All EB-5 Foreign Immigrant Investment requests will be a flat fee in compliance with the United States Custom and Immigration Services (USCIS) rules and regulations. Non-EB-5 investment request Underwriter's fees will vary based on the size and complexity of the investment project or projects, associated assets, securities, rural areas, and revenue projections. In United States Dollars, a Project ranging from \$5 million to \$100 million in investment, the Underwriter's consideration fee will be one percent (1%) of the first \$25 million plus one-half percent (1/2%) of the next \$75 million dollars in the Project. A Project ranging from \$101 million to \$500 million in investment Underwriter's consideration fee will be one percent (1%) of the first \$25 million plus one-half percent (1/2%) of the next \$100 million dollars in the Project, plus one-fourth percent (1/4%) of the next \$101 million dollars in the Project. A Project ranging from \$501 million and above in investment Underwriter's consideration fee will be a fixed fee of \$2,000,000. For any investment requests over \$1 billion will be provided in a separate document or email, once it is determined, for final Project underwriting.

NOTE: All underwriting fees plus any known Government Processing and/or Permit fees must accompany submission of the Project for underwriting, or no investment work will be started on any Project submitted for consideration. This consideration is for both domestic and international investment requests, no exceptions. On any foreign (non-United States projects) investment requests, an additional \$10,000 fee will be charged in advance no matter what size of the Project.

All Underwriter's fees do not include fees associated with investor's costs to obtain funding including Municipality's fees, bank fees or any advance fees where applicable or required by Project or the investment's associated governmental legal fees.

It is critical any submitted projects for underwriting are complete and contain all materials required for underwriting the project. This includes an investor's friendly business plan, at least a 5-year pro forma, use of funds, management bios or CVs, plus other items as listed in the Underwriters checklist included in this packet. In some cases, a video may also be required for the Underwriters and for presentation purposes to the potential investors.

Underwriting time frames will vary on a case-by-case basis with no guarantee as to when underwriting will be completed except to state within a reasonable amount of time for the size of the project, plus verification of associated assets, securities and financial projections. The Underwriter(s) may also at times call investors and or shareholders of certain firms or firm associated with the Project to confirm information in the business plan, projections, bank records and other information referred to in the business plan. If a business plan and/or associated Project submitted items are not correctly prepared and require modifications or additional work due to not meeting the Underwriter's requirements. If necessary, Tangier Service Capital Group Ltd. will directly charge Project \$5,000 to make the necessary changes to the business plan and/or additional Project items. If a complete rework of the Project's submission must be performed, Tangier Service Capital Group Ltd. will directly charge Project \$5,000 to \$25,000 for the rework, with Project's approval, or the Project can provide the requested changes at no charge,

A check in the amount of \$\_\_\_\_\_, or credit/debit card information (a \$7 processing fee will be included on any card transactions), or Project’s bank wiring instructions must be included with this agreement.

The Parties agree with the terms and conditions of this Agreement as duly noted by the Party’s signatures below on the Execution Date recorded at the start of this Agreement.

**TANGIER SERVICE CAPITAL GROUP Ltd.**

**PROJECT**

\_\_\_\_\_  
Signature President

\_\_\_\_\_  
Signature President/Owner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature Secretary

\_\_\_\_\_  
Signature Secretary

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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*For Underwriter’s Office Use Only*

Business Plan Number: \_\_\_\_\_

Received By: \_\_\_\_\_

Received Date: \_\_\_\_\_

Sent via: Email / Mail / Courier: \_\_\_\_\_

Received Time: \_\_\_\_\_ Included: Check Number \_\_\_\_\_ / CC Information / Wiring Information

### Project Owner Financial Information

(Use Additional Sheets if Necessary)

Project Name: \_\_\_\_\_ EIN #: \_\_\_\_\_

Project Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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Owner 1 Name: \_\_\_\_\_ SSN #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mobile #: \_\_\_\_\_ Email: \_\_\_\_\_

Work Phone #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Credit Score: \_\_\_\_\_

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Owner 2 Name: \_\_\_\_\_ SSN #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mobile #: \_\_\_\_\_ Email: \_\_\_\_\_

Work Phone #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Credit Score: \_\_\_\_\_

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Owner 3 Name: \_\_\_\_\_ SSN #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mobile #: \_\_\_\_\_ Email: \_\_\_\_\_

Work Phone #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Credit Score: \_\_\_\_\_

Business Plan Complete  or Incomplete  Detailed Financials Submitted



Project Name: \_\_\_\_\_

Developed  Undeveloped  In Progress  Percent Completed: \_\_\_\_\_

Amount Invested to Date: \_\_\_\_\_ Amount Requested: \_\_\_\_\_

Requested Tranches: 1: \_\_\_\_\_ 2: \_\_\_\_\_

3. \_\_\_\_\_ 4.: \_\_\_\_\_

5. \_\_\_\_\_ 6.: \_\_\_\_\_

List Current Investors:

Name: \_\_\_\_\_ Ownership %: \_\_\_\_\_ Amount Invested: \_\_\_\_\_

Name: \_\_\_\_\_ Ownership %: \_\_\_\_\_ Amount Invested: \_\_\_\_\_

Name: \_\_\_\_\_ Ownership %: \_\_\_\_\_ Amount Invested: \_\_\_\_\_

Name: \_\_\_\_\_ Ownership %: \_\_\_\_\_ Amount Invested: \_\_\_\_\_

Assets: Cash: \_\_\_\_\_ CDs: \_\_\_\_\_

Stocks: \_\_\_\_\_ Properties: \_\_\_\_\_

Equipment: \_\_\_\_\_ Other: \_\_\_\_\_

Total Assets: \_\_\_\_\_

Liabilities: Credit Cards: \_\_\_\_\_ LOCs: \_\_\_\_\_

Owners: \_\_\_\_\_ F&F: \_\_\_\_\_

Advances: \_\_\_\_\_ Other: \_\_\_\_\_

Total Liabilities: \_\_\_\_\_

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*Internal Office Use*

Analysis & Underwriter's Fees: \_\_\_\_\_ Business Plan Fee: \_\_\_\_\_

# Exhibit A

## Detailed Scope of Work

**To be determined once  
LOI is executed, forms  
completed, and current  
Project materials are  
presented**

## Project Cover Sheet

Project Name	
The Team	
Project Description	
EIN	
DUNS Number	
Company Address	
Website Address	
Funds Requested (USD)	
Tranches (Phases 1, 2 and 3)	
Investment Return	
US Jobs Created	
EBITDA	
Company Receiving Bank Name Address Phone Primary Contact Account Number Routing Number SWIFT Code  If Beneficiary Bank, Beneficiary Bank Name Beneficiary Bank SWIFT Code Beneficiary Acct # at Receiving Bank	
Legal Firm for Company Address Phone Primary Contact	
Accounting Firm for Company Address Phone Primary Contact	

Please include your latest Project Plan and any Incorporation paperwork (Formation, Articles of Incorporation, By-Laws, Operating Agreement, etc.)

**Project Underwriting Checklist**

(Ensures all material for Underwriting is available)

- |  |                          |
|--|--------------------------|
| Business Plan Provided                                       | <input type="checkbox"/> |
| Funds Requested Provided                                     | <input type="checkbox"/> |
| Business Plan Describes Business Function and Revenues       | <input type="checkbox"/> |
| Current Financials Provided (if company currently operating) | <input type="checkbox"/> |
| Financial Projections Provided (minimum 5 years)             | <input type="checkbox"/> |
| Financial Projections Verified                               | <input type="checkbox"/> |
| Project Cover Sheet Completed                                | <input type="checkbox"/> |
| Company Formation Documents Provided                         | <input type="checkbox"/> |
| Company Corporate Address                                    | <input type="checkbox"/> |
| EIN Provided   | <input type="checkbox"/> |
| DUNS Number Provided (if company currently operating)        | <input type="checkbox"/> |
| Project Team Bios/CVs Provided                               | <input type="checkbox"/> |
| Project Team Vetted  | <input type="checkbox"/> |
| Use of Funds Provided  | <input type="checkbox"/> |
| Tranche Schedule Provided                                    | <input type="checkbox"/> |
| Tax Returns Provided (if company currently operating)        | <input type="checkbox"/> |
| List of Creditors Provided (if company currently operating)  | <input type="checkbox"/> |
| Credit Checks Performed (if company currently operating)     | <input type="checkbox"/> |
| Jobs Created Provided  | <input type="checkbox"/> |
| Exit Strategy Provided                                       | <input type="checkbox"/> |
| Any Signed Agreements in Place Provided                      | <input type="checkbox"/> |
| Any Grants Provided  | <input type="checkbox"/> |
| Tangier Project Review Team Approved                         | <input type="checkbox"/> |
| Tangier Project Cover Letter Included                        | <input type="checkbox"/> |

**MUTUAL CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT**

This Mutual Confidentiality, Non-Disclosure and Non-Circumvention Agreement (this "Agreement") is entered into on this date as signed at the end of this NCND by and between **Tangier Service Capital Group Ltd.**, a Texas Company domiciled in the state of Texas, whose principal business office is located at Unit GD-PB-04-06-OF-13, Level 6 Precinct Building 4, Dubai International Financial Centre UAE, Dubai UAE, hereafter referred to as "**TANGIER**" and Project Team, as documented in the included Project Cover Sheet, hereafter referred to as "**PROJECT**", collectively with TANGIER and PROJECT hereafter referred to as "**Parties**".

**WHEREAS**, both Parties wish to disclose (a "**Disclosing Party**"), and both Parties wish to receive (a "**Receiving Party**"), certain confidential and proprietary information in regards to business and financial dealings relating to activities between the Parties; and

**WHEREAS**, both Parties recognize that there is a need to provide for the protection of such confidential and proprietary information from any unauthorized copying, use, and/or disclosure.

**NOW THEREFORE**, in consideration for the mutual representations and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. As used herein, the term "**Confidential Information**" shall mean any and all financial and non-financial information including processes, trade secrets and proprietary information, know-how, associates, partners, patented analysis, techniques, and formulae related to the current, future and proposed offerings, products and services of each of the Parties and includes, without limitation, their respective information concerning research, experimental work, development, design details and specifications, financial information, customer lists, business forecasts, and personal information. If Confidential Information is embodied in tangible material, it shall be labeled as "Confidential" or bear a similar legend. If Confidential Information is disclosed orally or visually, it shall be identified as such at the time of disclosure and be confirmed in writing to the Receiving Party within thirty (30) days of such disclosure, and including therein a brief description of the Confidential Information disclosed.
2. The Receiving Party shall hold in strict trust and confidence all Confidential Information provided by or on behalf of the Disclosing Party and shall not disclose such Confidential Information to any person or use such information for any purpose other than in connection with the evaluation of any proposed business transaction and in performing its obligations in connection with any consummated business transaction between the Parties. Each Party hereto agrees that if a copy of any Confidential Information is deemed necessary or desirable, the Receiving Party shall request that the Disclosing Party provide such copies. It is understood, acknowledged and agreed that by disclosing Confidential Information hereunder, the Disclosing Party does not grant to the Receiving Party any express, implied or other license or right under any patents, trademarks, service marks or any other intellectual property rights of the Disclosing Party.
3. The Receiving Party shall use the same degree of care and discretion to avoid disclosure, publication or dissemination of the Disclosing Party's Confidential Information as the Receiving Party employs with respect to its own Confidential Information. At a minimum, the Parties agree to use reasonable commercial efforts to protect all Confidential Information.
4. Notwithstanding any other provisions of this Agreement, the obligations specified in Sections 2 and 3, above, shall not apply to any information:

- A. that is already in the possession of the Receiving Party without obligation of confidence;
  - B. that is independently developed by the Receiving Party as shown by adequate documentation;
  - C. that is or becomes publicly available without breach of this Agreement;
  - D. that is released for disclosure by the Disclosing Party with its written consent; or
  - E. that is hereafter rightfully furnished to either Party by a third party without breach of any separate confidentiality obligation.
5. Both Parties agree that they will not disclose the existence of, or the terms and conditions contained within this Agreement without the written consent of the other Party.
  6. Neither Party hereto makes any representation, warranty or guarantee regarding the accuracy or completeness of any Confidential Information disclosed hereunder or that any such Confidential Information does not infringe upon the intellectual property rights of any third party.
  7. Each Party hereto shall disclose the Disclosing Party's Confidential Information only to those who have an existing confidentiality obligation with the Receiving Party or is otherwise under a professional code of conduct requiring them to keep such information strictly confidential. Confidential Information may be disclosed by a Receiving Party to a legislative, judicial or regulatory body to the extent necessary to comply with any applicable law, rule, regulation or Order from a court of competent jurisdiction; provided that, prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such disclosure obligation so that the Disclosing Party may, if it so elects and at its sole cost and expense, seek the prevention of any Confidential Information or to otherwise restrict the scope of any such mandated disclosure.
  8. The Parties agree they will not reverse engineer, decompile, disassemble or re-engineer any techniques and/or technology disclosed pursuant to this Agreement, nor shall they create the analysis or structural framework of any techniques, products and/or technology disclosed hereunder.
  9. Each Party shall at all times segregate the Disclosing Party's Confidential Information from their own Confidential Information and the Confidential Information and materials of third parties so as to prevent commingling.
  10. Upon receipt of written request from the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information disclosed to the Receiving Party. Any Confidential Information which by its nature cannot be returned must be destroyed and so certified by the Receiving Party.
  11. The Parties mutually recognize that in the course of evaluating any proposed business transaction or arrangement, each may learn from the other (including associates, agents, relatives, fiduciaries or third parties) the identity, address and or telephone numbers and other means of access thereto of clients, brokers, sellers, financiers and/or bank or trust contacts and other pertinent miscellaneous contacts (hereinafter referred to as "**confidential sources**") which each Party acquired by the investment of time, expense and effort. The Parties agree they will not usurp or circumvent these relationships and acknowledge and agree that all such confidential sources are valuable and remain the property of the Parties hereto.

12. The Parties agree not to circumvent, avoid, duplicate, bypass or obviate each other, directly or indirectly, to avoid payment of fees, commissions or other forms of earned, due and payable compensation in any transaction with any corporation, partnership, individual or other confidential sources, revealed by either Party to the other, in connection with the pursuit of any business transaction or arrangement.
13. The Parties agree that no Party (including associates, agents, affiliates and /or representatives of such Party) will attempt, directly or indirectly to contact the other Party's confidential sources on matters relating to any proposed business transaction or arrangement, or negotiate with the confidential sources or use Confidential Information of the other Party, except through such other Party. If, within the past twelve (12) months, either Party has had communications or contact or is currently having communications or contact with a confidential source of the other Party hereto related to the proposed business transaction or arrangement, such Party must disclose within ten (10) business days said previous working relationship and show written proof of such relationship.
14. The term of this Agreement shall be ten (10) years.
15. In the event any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof. The balance of the Agreement shall continue in full force and effect; provided, however, that if the severing of such provisions results in a material alteration of this Agreement, the remaining provisions of this Agreement shall be adjusted equitably so that no Party benefits disproportionately.
16. The Parties agree that money damages alone are insufficient remedy for any violation or threatened violation of this Agreement. The Parties therefore agree that they shall each be entitled to immediate injunctive relief as a remedy for any actual or threatened breach of this Agreement without the need or requirement to post any form or amount of collateral security. Such remedy shall not be the exclusive remedy for any breach of this Agreement but shall be in addition to any other available remedies.
17. This Agreement is binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign all or any portion of their rights, duties or obligations under this Agreement, by operation of law or otherwise without the express written consent of the other Party.
18. This Agreement represents the entire understanding of the Parties as to the matters contained herein and supersedes all other disclosure and circumvent agreements, oral or written, express or implied, between the Parties as of the effective date of this Agreement. This Agreement will not be amended except in writing by a duly authorized representative of each of the Parties. Any conflict between the language on any specified legend or stamp on any Confidential Information disclosed hereunder and this Agreement shall be resolved in favor of the language of this Agreement.
19. IT IS THE INTENTION OF THE PARTIES THAT THIS AGREEMENT AND THE PERFORMANCE HEREUNDER BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS PRINCIPLES CONCERNING CONFLICTS OF LAWS. ANY ACTION OR PROCEEDING ARISING OUT OF, IN CONJUNCTION WITH, OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT SOLELY IN THE STATE OR FEDERAL COURTS OF DALLAS COUNTY, TEXAS. AS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS THE PERSONAL AND SUBJECT MATTER JURISDICTION OF SUCH COURTS AND COVENANT TO ONE ANOTHER THAT THEY SHALL NOT CHALLENGE SUCH

FORUM UNDER THE THEORY OF FORUM NON CONVENES OR ANY OTHER LEGAL THEORY AND SHALL NOT BRING ANY SUCH PROCEEDING IN ANY OTHER COURT IN ANY OTHER JURISDICTION.

20. The Parties intend that if a dispute arises under or relating to the Agreement, it should be resolved quickly, forthrightly, and on a businesslike basis. Accordingly, and notwithstanding the provisions of Section 19 hereof, the Parties agree that their first resort will be friendly discussion and negotiation to reach an amicable resolution of such dispute. The Parties further agree, however, that if they cannot resolve the dispute among themselves, they will attempt binding mediation at the earliest practicable time with the costs of the mediator to be borne equally between them. The mediator will be a person of their joint selection or, if they cannot agree one will be appointed by the American Arbitration Association and the mediation will take place in Dallas County, Texas. The mediator may direct that the losing Party pay the costs and expenses of mediation incurred by the prevailing Party (including, but not limited to, reasonably attorneys' fees); however, such mediator shall not have the power or authority to award any consequential, special incidental or punitive damages to the prevailing Party.

21. This Agreement may be executed in multiple counterparts by circulation of facsimile or electronic signatures. The Parties agree that such facsimile and electronic signatures shall be as valid and enforceable as original signatures.

**IN WITNESS WHEREOF**, the authorized representative of each Party hereto has hereunto set their respective hand as of the date written below.

**TANGIER SERVICE CAPITAL GROUP Ltd**

**PROJECT REPRESENTATIVE**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Tangier Service Capital Group Ltd**

**1425 N Dallas Ave., Suite 201  
Lancaster TX 75134**

**SAMPLE**  
(For Project's Review  
Only, DO NOT Fill Out or  
Sign)

**INVESTMENT AGREEMENT**

**THIS INVESTMENT AGREEMENT (this "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

**BETWEEN:**

Tangier Service Capital Group Ltd. of Unit GD-PB-04-06-OF-13, Level 6 Precinct Building 4, Dubai International Financial Centre UAE, Dubai UAE

(the "Investor")

**OF THE FIRST PART; AND**

\_\_\_\_\_ (the "Company")

**OF THE SECOND PART;**

with both Investor and Company being referred to as "Party" or Parties and all currency is listed in United States Dollars (USD).

**IN CONSIDERATION OF** the Investor providing the Company certain monies (the "Investment") into the Company, and the Company repaying the Investment to the Investor, both parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

**Investment Amount & Equity**

1. The Investor shall provide an investment in the total amount of \$ \_\_\_\_\_ (the "Investment") into the Company and the Company will provide Investor forty percent (40%) Equity in the Company.
  - a) Project is defined in the Company's Business Plan.
2. The Investment will be paid out to the Company in the following tranches:
  - a) Tranche 1: \$ \_\_\_\_\_ on Day, Month, Year
  - b) Tranche 2: \$ \_\_\_\_\_ on Day, Month, Year

**Underwriter's Fee Payment**

1. The Company shall pay Investor a non-refundable initial fee payment to Investor in the amount of \$ \_\_\_\_\_ (the "Underwriter's Fee") to cover various fees for some of

the following.

- 1) Underwriter's Costs
  - 2) Investment Bond
  - 3) Processing Fees
  - 4) Local Municipality Authority Fees
  - 5) Country Department of Municipal Affairs (DMA Fees)
  - 6) Local Investment Council License and Permits Fees
  - 7) Local International Trade Legal Services Fees
- b) Company must provide the Underwriter's Fee at time of submitting this Investment Packet before it will be submitted to Underwriting.
- c) Investor will only refund the non-underwriter's costs of the Underwriter's Fee to Company if Investor is negligent in presenting any potential funder for the Company to consider. If the Company refuses to accept any viable investment offer, the Investor will NOT refund the Underwriter's Fee to cover Investor's time with Company.

### **Security**

2. This Investment is secured by the following securities/assets (the "Security"):
  - a) Forty percent (40%) Equity in the Company,
  - b) Liens on any buildings and land purchased or developed by Company until Investor has recouped the initial investment.
  - c) Liens on any Intellectual Property (IP) created or purchased by the Company until Investor has recouped the initial investment.
3. The Company will list the Investor as an owner in the Company with all State and local authorities. The Company will also work with Investor to obtain any UCC1 liens on property or other assets being used as collateral for this investment.
4. The Company, if a Corporation, will place a minimum of one person, chosen by the Investor, to be on the Company's Board, (if investment is over \$100 million the Company will provide Investor a minimum of two Board seats). If a Limited Liability or similar company, list the Investor's chosen company or person as a Voting Member of the Company, at a percentage of voting power equal to the Investor's equity ownership in the Company. If company is a sole-proprietorship, Investor and Company will form a Joint Venture.

### **Claw Back Provision**

5. The Investor permits the Company to buy back seventy-five percent (75%) of their Equity which would reduce Investor's Equity from forty percent (40%) to a total of ten percent (10%) of the Company. This reduction in Equity can start once the Company has paid the Investor the entire Invested amount. No additional payments beyond the initial investment payment will be required for the Company to start purchasing equity back from the Investor. The purchase price of the equity for the Investor from the Company will be based on the current valuation of Company at the time of purchase. Investor does reserve the right to refuse the Company's purchase or to provide a counteroffer price for the equity.
  - a) The Investor is also permitted to sell any or all of their Equity in the Company to a buyer with the Company's approval to sell the Equity, which will not be unreasonably withheld, except when insolvency for the Company has occurred.

### **Fees**

6. The Company will be responsible to any required Governmental fees and /or any other miscellaneous fees, which may arise based on the location of the Project and the local, State or Federal laws and requirements.

### **Oversight**

7. Company agrees to provide Investor access to their books (or a verifiable copy) every quarter to permit Investor to verify how Company is using and spending the Investment plus the current "health" of the Company.
8. Investor has the right to perform an on-site visit with the Company at any time and the Company cannot refuse the Investor's visit.

### **Insolvency**

9. Company must immediately notify the Investor, in writing, when the Company has been notified a default has occurred and the Investor may give Company ninety (90) days to resolve the default before pursuing any legal action.
10. If the Investor believes the Company could be insolvent or if the Company fails to pay their creditors or fails to pay the necessary taxes to operate their business, Investor has the right to call an immediate mandatory meeting with the Company Owners, Officers and/or Board.
11. Investor will determine and act on how to best remedy the insolvency or lack of Company to pay their creditors which may include replacing the Owner(s), Officers and/or Board.
12. When it is determined the Company has become insolvent, Investor has the right to shut down the business and immediately sell off all the assets of the business in order to recover the Investment.

- a) This action will be based on the current bankruptcy laws for the legal jurisdiction which would preside over the Company's potential bankruptcy and other current Company debt obligations.
- b) All reasonable costs, expenses and expenditures including, without limitation, the complete legal cost incurred by enforcing this Agreement as a result of any default by the Company, will be added to the Investment amount and will be paid by the Company. Investor will notify Company if it believes a default has occurred, in writing, and will give Company ninety (90) days to resolve the default before pursuing any legal action.

### **Taxes**

13. Company represents and warrants to Investor the Company's understanding and agreement, that Company is 100% responsible for, and will timely pay all taxes that may be assessed against Company by any taxing authority or taxing entity including but not limited to any State or Federal taxing authority in the United States, which may assess taxes against Company for any money received or paid out to the Company by Investor pursuant to the terms of this Agreement. Company agrees to defend and indemnify Investor from the payment of any taxes, assessments, interest or penalties assessed against Company by any taxing authority or taxing entity including the payment of all attorneys' fees and costs that may be incurred by Investor, should Company fail to pay all taxes assessed by any taxing authority or taxing entity.
14. This Agreement is for a Capital investment into the Company for an equity position and not a loan. The Investor is permitting the Company to purchase back a portion of the Investor's equity at a determined price at the time of buy back. Investor recommends Company obtain advice from Company's Tax Account or CPA to determine how Company should best handle taxes for the Company's circumstances.

### **Governing Law**

15. This Agreement will be construed in accordance with and governed by the laws of the Country of United States, State of Texas, County of Dallas.

### **Binding Effect**

16. This Agreement will be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Company and Investor.

### **Amendments**

17. This Agreement may only be amended or modified by a written instrument executed by both the Company and the Investor.

### **Severability**

18. The clauses and paragraphs contained in this Agreement are intended to be read and

construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

### **General Provisions**

19. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
20. Time is of the essence in this Agreement.
21. No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
22. This Agreement may be executed in counterparts. Facsimile and e-mail signatures are binding and are considered to be original signatures.
23. If, at the time of execution of this Agreement, there is a pre-existing Investment agreement still in effect between the parties to this Agreement, then in consideration of and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, this Agreement will supersede any and all pre-existing Investment agreements between the Investor and the Company. Any duties, obligations, and liabilities still in effect from any pre-existing Investment agreements are void and no longer enforceable after execution of this Agreement.

### **Entire Agreement**

24. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

**IN WITNESS WHEREOF**, the parties have duly affixed their signatures under hand and on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**Tangier Service Capital Group Ltd.**

**Company**

Authorized Person: \_\_\_\_\_

Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

## **EB-5 Investment Required Information**

(Informational Only, for Potential EB5 Projects)

The U.S. government created the EB-5 Immigrant Investor Program to encourage foreign investment in U.S. businesses. In exchange for investing in a business that creates at least 10 jobs for U.S. workers, foreign nationals and their families are eligible to become permanent residents of the United States. The program's name, EB-5, comes from the visa category for which immigrant investors apply; The Employment-Based Immigration: Fifth Preference EB-5.

While the program has evolved considerably since its creation in 1990, there are currently two ways for foreign investors to obtain an EB-5 Visa:

1. Direct investment in a new or existing commercial enterprise that creates jobs, or
2. Investing capital through a Regional Center, a government-approved firm that actively manages investor funds and the immigration approval process.

Although the EB-5 program is for foreign investors to obtain US citizenship, it is also a method for projects to obtain funding. The easiest method to get your project listed as an EB-5 project is for Americap Alliance EB-5 Corporation to use your project as the associated project on an EB-5 investor's Form I-526, as long as your project meets EB-5 funding requirements; which is basically to create at least 10 new jobs from each investor's contribution.

Tangier Service Capital Group Ltd's subsidiary Americap Alliance EB5 Corporation processes all EB-5 investments for Tangier Service Capital Group Ltd since Americap Alliance EB5 Corporation is a Registered Regional Center with the United States Citizenship and Immigration Services (USCIS) which is where EB-5 projects and EB-5 investors are registered. Therefore, once an Investor decides to have all or part of your investment be an EB-5 registered investment, the investment will be turned over to Americap Alliance EB5 Corporation to process, sponsor the project for funding, find the EB-5 Investors, manage and monitor for you going forward.

To get your project EB-5 eligible, you need Americap Alliance EB5 Corporation Regional Center to sponsor your project. Americap Alliance EB5 Corporation will receive all of your project material from Tangier Service Capital Group Ltd so Americap Alliance EB5 Corporation can "underwrite" the project and determine if it is EB-5 eligible. If eligible, it is your option to have your project funded through the EB-5 program.

It should be noted, under a new rule published by the U.S. Department of Homeland Security, several changes to the EB-5 Immigrant Investor Program went into effect Nov. 21, 2019.

The new rule modernizes the EB-5 program by:

- Providing priority date retention to certain EB-5 investors;
- Increasing the required minimum investment amounts to account for inflation;
- Reforming certain targeted employment area (TEA) designations;
- Clarifying USCIS procedures for the removal of conditions on permanent residence; and
- Making other technical and conforming revisions.

## **Priority date retention**

Certain immigrant investors will keep the priority date of a previously approved EB-5 petition when they file a new petition.

## **Increased minimum investments**

The standard minimum investment amount has changed to \$1.05 million (from \$1.8 million).

The minimum investment in a TEA has increased to \$800,000 (from \$500,000) to account for inflation.

Future adjustments will also be tied to inflation (per the Consumer Price Index for All Urban Consumers, or CPI-U) and occur every 5 years.

## **Targeted Employment area (TEA) designations**

USCIS will now directly review and determine the designation of high-unemployment TEAs; they will no longer defer to TEA designations made by state and local governments.

Specially designated high-unemployment TEAs will now consist of a combination of census tracts that include the tract or contiguous tracts in which the new commercial enterprise is principally doing business including any or all directly adjacent tracts.

Provided they have experienced an average unemployment rate of at least 150% of the national average unemployment rate, TEAs may now include cities and towns with a population of 20,000 or more outside of metropolitan statistical areas.

These changes will help direct investment to areas most in need and increase the consistency of how high-unemployment areas are defined in the program.

## **Clarified procedures for the removal of conditions on permanent residence**

The new rule specifies when derivative family members (for example, a spouse and children whose immigration status comes from the status of a primary benefit petitioner) who are lawful permanent residents must independently file to remove conditions on their permanent residence;

The new rule includes flexibility in interview locations; and

The new rule updates the regulations to reflect the current process for issuing Green Cards