

# Golden Road Investments, Inc.



Dear Prospective Investor:

Thank you for your interest in participating in the current offering of 1,000 Units of our securities at \$10,000 Per Unit (the “Units”), of Golden Road Investments, Inc., a TX Domestic Corporation (the “Company,” and such offering (the “Offering”). This cover letter will outline the procedures that you will need to follow in order to purchase Units in the Offering.

**FOR NON-UNITED STATES (NON-USA) PERSONS ONLY:**

Non-USA Persons may subscribe for the purchase of Units pursuant to Regulation S by following the procedures described in Exhibit C hereto.

**If You are not an accredited investor, please advise us as you may qualify to use our Reg CF offering circular for your investment**

**FOR UNITED STATES (USA) PERSONS ONLY:**

The Units are being offered in reliance on the safe harbor exemption provided by Rule 506(c) of Regulation D (“Rule 506(c)”) of the Securities Act of 1933, as amended (and the rules and regulations promulgated thereunder) (the “Act”).

In connection with the Offering, the Company is providing you with the following documents attached as exhibits hereto:

1. Confidential Private Placement Memorandum
2. Subscription Agreement – Exhibit A
3. Confirmation of Accredited Investor Status – Exhibit B

You should carefully read the Offering Memorandum and the Subscription Agreement and ask questions of the Company concerning the terms and conditions of the Offering and seek to obtain any additional information that is necessary for you to evaluate the merits and risks of an investment in the Company.

Because the Company is conducting the Offering pursuant to Rule 506(c), there are specific provisions with which the Company must comply regarding the type of purchaser that may participate in the Offering; namely, all purchasers must be “accredited investors” (as that term is defined in Section 501 of Regulation D of the Act, an “**Accredited Investor**”) (which definition

is set forth in the Subscription Agreement). This Cover Letter will serve as a guide to assist you in determining and certifying your status as an Accredited Investor so that the Company can properly comply with Regulation D of the Act.

## **I. ACCREDITED INVESTOR STATUS**

Under Rule 506(c), Units may be purchased **only** by Accredited Investors, and the Company has an obligation to take reasonable steps to verify that each investor purchasing Units is actually an Accredited Investor<sup>1</sup>. In order to enable the Company to verify your status as an Accredited Investor, you must either:

(i) submit written confirmation in the form of the Confirmation of Accredited Investor Status attached hereto as Exhibit C (the “**Written Confirmation**”), from at least one of the following of your advisors:

1. A broker-dealer registered with FINRA;
2. An investment adviser registered with the Securities and Exchange Commission;
3. A licensed attorney; or
4. A certified public accountant;

**or,**

(ii) if none of your advisors is able to verify your Accredited Investor status, submit the applicable documentation described below.

### **Your Income**

In order to verify that you are an Accredited Investor based upon your income (or that of you and your spouse combined), you will need to provide the Company with one of the following pieces of information for the two most recent years:

1. IRS Form W-2;
2. IRS Form 1099;
3. Schedule K-1 of Form 1065;
4. A copy of a filed Form 1040; or
5. Any other IRS form that reports your annual income.

In addition to any one or more of the above-listed documents, you (and, if applicable, your spouse) will also have to submit a written representation by you (and if applicable, your spouse) that you have a reasonable expectation of earning the necessary income (\$200,000 for individuals, \$300,000 joint income with spouse) in this calendar year.

### **Your Net Worth**

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<sup>1</sup> If a potential investor is an officer of a public company, the Company may rely on publicly filed information regarding such potential investor’s income in lieu of the independent verification methods described below.

In order to verify that you are an Accredited Investor based upon your net worth, you will need to provide statements or other documents<sup>2</sup> dated within the prior three months that evidence sufficient net worth, such as:

For Assets:

1. Bank statements;
2. Brokerage statements and other statements of securities holdings;
3. Certificates of deposit; or
4. Tax assessments and appraisal reports issued by independent third parties.

For Liabilities:

1. A credit report from at least one nationwide consumer reporting agency; **AND**
2. A written representation from you (and, if based on joint net worth, also from your spouse) that all liabilities necessary to make a net worth determination have been disclosed to the Company.

## **II. SUBSCRIBING FOR UNITS**

In order to subscribe for and purchase Units in the Offering, you should closely read the attached Offering Memorandum and Subscription Agreement and complete and sign the Subscription Agreement as indicated and return your fully completed and executed Subscription Agreement, together with the Written Confirmation or other applicable verification documentation and payment for the **Units** in a method provided for in the Subscription Agreement, by Regular Mail or Overnight Delivery to:

**(Joe) Joseph Novak**  
**Golden Road Investments, Inc.**  
**8316 Fern Lake Dr**  
**Ft Worth Texas 76137**  
**817 313 3825**  
**[jnovak@privatemoneybillboard.com](mailto:jnovak@privatemoneybillboard.com)**

**(Novak Property Solutions LLC)**

Please direct questions regarding the completion of the attached documents to Joe Novak at [jnovak@privatemoneybillboard.com](mailto:jnovak@privatemoneybillboard.com)

Except as otherwise indicated, all documents included herein should be completed and executed in their entirety by you (and, if applicable, your spouse). All information should be typed or printed in ink. It is suggested that you make and retain copies of the completed subscription documents.

We thank you for your support.

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<sup>2</sup> All documents and statements provided to verify net worth may be redacted to disclose only information about the amounts of assets and liabilities and to avoid disclosure of personally identifiable information, such as a Social Security number, or other information that would not be relevant to the Company's determination of the investor's net worth.

Sincerely,

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**Joe Novak, CEO**  
**Golden Road Investments, Inc.**

Date of Offering:

PPM ID # \_\_\_\_\_

Confidential Private Placement Memorandum  
Exempt from SEC Registration under  
Regulation D Section 506c

Type of Securities Offered	Price per Unit \$10,000.00	Number of units offered	Dividends paid	How Paid
Class A common stock	Minimum Purchase One Unit	1,000 Units	Semi Annually	Determined by the Board of directors
Face Value \$10,000,000.00	Individual share Price \$2.00	A Unit is 500 shares		

Finders may also be compensated

Finders Compensation 5%	Unit Price	Finder's fee 5%	Net Proceeds to Company
Per Unit	\$ 10,000.00	\$500.00	\$ 9,500.00
Investment	\$10,000,000.00	\$500,000.00	\$9,500,000

We may also issue bonds instead of equity

Bonds in \$10,000 Denominations	Interest Rate negotiable	Term 3 -5 years	Simple Interest paid upon redemption
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**Golden Road Investments, Inc.**

Up to 1000 Units of Class A Common Stock at \$10,000 Per Unit

**August 20, 2025**

**FOR ACCREDITED INVESTORS AND NON-USA PERSONS ONLY**

**CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM**

**Golden Road Investments, Inc.**

**A TX Corporation**

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**Offering of**

**Up to 1000 Units of Class A Common Stock at \$10,000 Per Unit**

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**Dated as of August 20, 2025**

This Confidential Private Placement Memorandum (the “**Memorandum**”) has been prepared solely for prospective investors on a confidential basis considering the purchase of 1000 Units of our Securities, (the “**Units**” or “**Securities**”), of Golden Road Investments, Inc., a TX corporation (the “**Company**”) at a purchase price of \$10,000 per Unit (the “**Offering**”). A Unit consists of 500 shares each with a value of \$2.00; See, Payment terms below.

The **Units** will be sold only to “accredited investors,” as such term is defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended (the “**Securities Act**”), and the Company will require that investors provide information sufficient for the Company to verify each investor’s status as an “accredited investor.” See “**Subscription Procedures.**”

The **Units** offered hereby will be sold subject to the provisions of a Subscription Agreement containing certain representations, warranties, terms and conditions relating to the subscription for **Units**. Any investment in the **Units** offered hereby should be made only after you have completely and thoroughly reviewed, and consulted with your counsel regarding the provisions of, the Subscription Agreement, which is available as an exhibit to the Offering.

**These Securities involve a high degree of risk and a potential immediate dilution of value and should not be purchased by persons who cannot afford the loss of their entire investment. Investors should carefully read the section of this Memorandum entitled “Risk Factors.”**

THIS IS A SPECULATIVE INVESTMENT AND INVOLVES A HIGH DEGREE OF RISK. AN INVESTOR SHOULD NOT PURCHASE ANY SECURITIES UNLESS THEY ARE PREPARED TO LOSE THEIR ENTIRE INVESTMENT.

**DUE TO THE NATURE OF THIS OFFERING, AND THE LACK OF A CURRENT MARKET FOR THE COMPANY’S SECURITIES, THE PURCHASE OF THE SECURITIES IS NOT A SUITABLE INVESTMENT FOR ALL PERSONS AND IS NOT INTENDED AS A COMPLETE INVESTMENT PROGRAM FOR ANY PERSON. SEE “RISK FACTORS”.**

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR ANY STATE SECURITIES LAWS OR THE LAWS OF ANY FOREIGN JURISDICTION. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE OR BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAS ANY AUTHORITY OR COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR ANY OTHER LITERATURE FURNISHED TO PROSPECTIVE INVESTORS IN CONNECTION WITH THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE MAKING OF SUCH AN OFFER OR SOLICITATION WOULD BE UNLAWFUL. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THIS MEMORANDUM CONTAINS FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. WHEN USED IN THIS MEMORANDUM, WORDS SUCH AS “BELIEVE,” “ANTICIPATE,” “INTEND,” “PLAN,” “SEEK,” “WILL BE,” “EXPECTS,” “ESTIMATES,” “PROJECTS” AND SIMILAR EXPRESSIONS IDENTIFY SUCH FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS REGARDING FUTURE EVENTS AND/OR THE FUTURE FINANCIAL PERFORMANCE OF THE COMPANY ARE SUBJECT TO CERTAIN RISKS AND UNCERTAINTIES WHICH COULD CAUSE ACTUAL EVENTS OR THE ACTUAL FUTURE RESULTS OF THE COMPANY TO DIFFER MATERIALLY FROM SUCH FORWARD-LOOKING STATEMENTS. CERTAIN OF THESE RISKS INCLUDE CHANGES IN THE MARKETS IN WHICH THE COMPANY OPERATES, TECHNOLOGICAL ADVANCES, CHANGES IN APPLICABLE REGULATIONS AND NEW ENTRIES INTO THE MARKET. IN LIGHT OF THE SIGNIFICANT RISKS AND UNCERTAINTIES INHERENT IN THE FORWARD-LOOKING STATEMENTS INCLUDED HEREIN, THE INCLUSION OF SUCH STATEMENTS SHOULD NOT BE REGARDED AS A REPRESENTATION BY THE COMPANY OR ANY OTHER PERSON THAT THE OBJECTIVE AND PLANS OF THE COMPANY WILL BE ACHIEVED.

EXCEPT WHERE OTHERWISE SPECIFICALLY INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY OFFER, SALE OR ISSUANCE OF SECURITIES MADE PURSUANT TO THIS MEMORANDUM SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF OR THAT THERE HAS NOT BEEN ANY CHANGE IN THE FACTS SET FORTH IN THIS DOCUMENT OR IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF. NEITHER THE COMPANY NOR ANY OTHER PERSON SHALL HAVE ANY DUTY TO UPDATE ANY INFORMATION CONTAINED IN THIS MEMORANDUM. FURTHER INFORMATION IS AVAILABLE UPON REQUEST.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS

MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. PRIOR TO THE ACQUISITION BY ANY PROSPECTIVE INVESTOR OF SECURITIES DESCRIBED HEREIN, SUCH PROSPECTIVE INVESTOR AND/OR THEIR REPRESENTATIVES, IF ANY, WILL HAVE AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, REPRESENTATIVES OF THE COMPANY CONCERNING ANY ASPECT OF THE TRANSACTION DESCRIBED HEREIN AND TO OBTAIN FROM THEM ANY ADDITIONAL INFORMATION NECESSARY TO VERIFY THE INFORMATION SET FORTH IN THIS MEMORANDUM TO THE EXTENT THAT THEY POSSESS SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE.

THIS MEMORANDUM DOES NOT PURPORT TO BE ALL-INCLUSIVE OR CONTAIN ALL INFORMATION THAT A PROSPECTIVE INVESTOR MAY DESIRE IN INVESTIGATING THE COMPANY. EACH PROSPECTIVE INVESTOR MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SHARES. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS INVESTMENT, LEGAL, TAX OR OTHER ADVICE. PROSPECTIVE INVESTORS MUST RELY UPON THEIR OWN RESPECTIVE REPRESENTATIVES, INCLUDING THEIR OWN RESPECTIVE LEGAL COUNSEL AND ACCOUNTANTS, AS TO LEGAL AND OTHER MATTERS CONCERNING AN INVESTMENT IN THE COMPANY.

THE SECURITIES DESCRIBED HEREIN MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS THE TRANSACTION RELATING THERETO SHALL COMPLY WITH OR BE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND THE RULES AND REGULATIONS OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION ADOPTED THEREUNDER AND OF APPROPRIATE STATE AUTHORITIES AND APPLICABLE STATE SECURITIES LAWS. THERE IS NO PUBLIC MARKET FOR THE SECURITIES BEING OFFERED AND NONE IS EXPECTED TO DEVELOP IN THE NEAR FUTURE.

**THE SECURITIES MAY BE SOLD ONLY TO ACCREDITED INVESTORS, WHICH FOR NATURAL PERSONS, ARE INVESTORS WHO MEET CERTAIN MINIMUM ANNUAL INCOME OR NET WORTH THRESHOLDS (SEE "ELIGIBILITY").**

**THE SECURITIES ARE BEING OFFERED IN RELIANCE ON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ARE NOT REQUIRED TO COMPLY WITH SPECIFIC DISCLOSURE REQUIREMENTS THAT APPLY TO REGISTRATION UNDER THE SECURITIES ACT.**

**THE U.S. SECURITIES AND EXCHANGE COMMISSION HAS NOT PASSED UPON THE MERITS OF OR GIVEN ITS APPROVAL TO THE SECURITIES, THE TERMS OF THE OFFERING, OR THE ACCURACY OR COMPLETENESS OF ANY OFFERING MATERIALS.**

**THE SECURITIES ARE SUBJECT TO LEGAL RESTRICTIONS ON TRANSFER AND RESALE AND INVESTORS SHOULD NOT ASSUME THEY WILL BE ABLE TO RESELL THEIR SECURITIES.**

**INVESTING IN SECURITIES INVOLVES RISK, AND INVESTORS SHOULD BE ABLE TO BEAR THE LOSS OF THEIR INVESTMENT.**

While the intent in preparing this Memorandum has been to describe the investment in general terms, particular attention has been given to a discussion of the risk's attendant to the purchase of the Units in the Company. Each prospective investor should consider carefully the investment characteristics discussed in this Memorandum. In addition, the Company is prepared to respond to questions and to furnish other information which may be reasonably requested to otherwise assist in verifying or clarifying the information contained herein. Please direct questions regarding the completion of the attached documents to: Joe Novak at [jnovak@privatemoneybillboard.com](mailto:jnovak@privatemoneybillboard.com)

## TABLE OF CONTENTS

Confidential Private Placement Memorandum Introduction.....	1
SUMMARY OF OFFERING.....	5
The Company.....	11
About our Company.....	11
Self-Storage is a Profitable Business .....	11
Our Model Concept.....	11
ABOUT THE INDUSTRY .....	11
OUR TARGET FOR ACQUISITION .....	13
Our Management.....	16
Regulations.....	17
Risk Factors.....	18
Plan of Distribution.....	25
ELIGIBILITY .....	25
Securities Will Be Sold Only to Verified Accredited Investors.....	26
SUBSCRIPTION PROCEDURES.....	28
Verifying Accredited Investor Status.....	28
USE OF PROCEEDS.....	29
Projected Operating Expenses.....	30
Major Officers, directors and Stockholders.....	31
Exhibit A    SUBSCRIPTION AGREEMENT	
Exhibit B    CONFIRMATION OF ACCREDITED INVESTOR STATUS	
Exhibit C    NON-U.S. PERSONS SUBSCRIPTION AGREEMENT	

## THE COMPANY

Golden Road Investments, is engaged primarily in the business of owning and operating Self-storage Units in the United States. The self-storage business is a venture that provides consumers with their own space to store goods. The enterprise has exploded in popularity over the past few decades, hitting a global market value of \$51.32 billion in 2021.

### Self-Storage is a Profitable Business

The typical profit margin of a self-storage business, according to Storable, is around 41%. Target-based pricing means setting the price in such a way that you'll meet that goal. According to QT Business Solutions, there are around \$3 in operating expenses for every raw square footage of the facility.

### Our Model Concept

Our Model Concept is to utilize our office space for mail box rentals. One good example of an industry that has grown up in the past few decades is the store that provides mailboxes for rent. One of the most obvious considerations when planning to buy a mailbox and packaging/shipping business is how much to pay for a company that seems a good candidate for purchase. The industry standard multiple ranges from one-and-one-half to two-and-one-half times average annual (past three years) owner's discretionary earnings a 60-box rental service would generate approximately \$900.00 a month, if space allows a 120-box rental would generate \$180.00 a month.



### ABOUT THE INDUSTRY:

When discussing why a storage space is rented, industry experts often refer to "4Ds of life" (death, divorce, delimitation, and discombobulation; the latter can refer to either the renter relocating to another area and needing space to store items until they can be moved to the new location, or a subsequent marriage resulting in the couple having duplicate items)

Although there is historical evidence of publicly available storage in ancient China, modern self-storage facilities (in which the tenant has exclusive access to the storage space) did not begin to appear until the late 1960s. The first self-storage facility chains opened in Texas. This was often helped by the fact that most homes in Texas do not have basements, which are often used for storage.

The first self-storage facility in Europe was started in the United Kingdom by Doug Hampson, and opened in central London in 1979. Called Abbey Self-Storage, it would become the first self-storage chain in Europe. "... it was Doug Hampson who gave Britain the modern self-storage industry, with its bright, clean corridors and endless rows of brightly-colored doors. In the industry he is widely credited with the enviable title of the "father of UK self-storage".

Modern storage facilities grew slowly through the '90s, at which time demand outpaced supply and caused a rush of new self-storage developments. From 2000 to 2005, over 3,000 new facilities were built every year in America.

#### Self-storage today

At year-end 2019, there were 47,539 self-storage facilities in the United States on industrial and commercial land parcels. There is more than 1.9 billion square feet of available self-storage in space in U.S. The Dallas-Fort Worth-Arlington, TX, metropolitan area currently has the largest self-storage inventory, roughly 74.4 million square feet of rentable storage space. The six largest publicly traded storage operators (four REITs, and U-Haul own or operate approximately 18% of self-storage facilities. The global industry was worth 48.02 billion U.S. dollars in 2020. More recently, in many metropolitan cities where competition among storage companies is fierce, better parcels of land near residential and commercial areas are being converted into self-storage once approved by zoning panels. Companies are becoming more adept at manufacturing these modular storage units, allowing operators to get up and running quickly. To support the need, businesses like PODS are expected to enter the modular construction effort as well.

Self-storage businesses lease a variety of unit sizes to residential and business customer/tenants. Popular unit sizes (with width shown first and depth shown second) include:

- 5 ft × 5 ft (1.5 m × 1.5 m), about the size of a large Telephone booth
- 5 ft × 10 ft (1.5 m × 3.0 m), about the size of a large walk-in closet,
- 10 ft × 10 ft (3.0 m × 3.0 m), about the size of a child's bedroom (as of 2015, 10x10's are the most common storage unit size, making up 16% of the distribution in the U.S.),[10]
- 10 ft × 15 ft (3.0 m × 4.6 m), about the size of a living room,
- 10 ft × 20 ft (3.0 m × 6.1 m), about the size of a one-car garage,
- 15 ft × 20 ft (4.6 m × 6.1 m), about the size of a large master bedroom, and

20 ft × 20 ft (6.1 m × 6.1 m), about the size of a two-car garage.

The storage units are typically window-less, walled with concrete cinder blocks or corrugated metal, and lockable by the renter. Each unit is usually accessed by opening a roll-up metal door, which is usually about the same size as a one-car garage door (smaller units may be accessed by a hinged metal door). A controlled access facility may employ security guards, security cameras, individual unit door alarms and some means of electronic gate access such as a keypad or proximity card. A few facilities even use biometric thumbprint or hand scanners to ensure that access is granted only to those that rent. Self-storage facility operators frequently provide 24-hour access, climate-controlled storage, outdoor storage for RVs and boats, and lights or power outlets inside the storage unit as amenities to set themselves apart from competitors.

One in ten U.S. households now rent a self-storage unit. The growing demand for self-storage in the U.S. is created by people moving (some 40 million people move each year according to U.S. Census data), and by various lifestyle transitions, such as marriage, divorce, retirement, a death in the family, etc. Recent surveys of self-storage companies indicate a positive trend in market demand and occupancy rate.

Over 54,000 self-storage facilities currently exist in the U.S. ranging from companies with a nationwide presence to companies with regional footprints or even stand-alone independent "mom and pop" facilities.

Demand for storage space remains stable as of Q4 2015. The supply for self-storage is also relatively stable. Often, the process to build a new storage building is onerous and can take years. Additionally, this specific asset class often gets push back from communities, due to its nature.

The self-storage sector is highly fragmented, which is in contrast to other asset classes in the industry. 80% of self-storage facilities are owned by individuals or small investors.

There is a belief amongst investors that the self-storage industry is recession-proof. This belief is supported by the 5.1% total return the sector delivered to investors in 2008 during The Great Recession. The self-storage industry reported strong results during the COVID-19 pandemic. This is due to the fact that self-storage is considered to be an "essential business" in many jurisdictions so during a lockdown many facilities never closed and many people were reportedly panic buying storage units to keep valuables safe from contamination.

## OUR TARGET FOR ACQUISITION

Our Target is a class "A", multi-story, climate-controlled facility located in Irving, an established suburb of Dallas, Texas. The facility contains a total of 66,673 NRSF across its 607 units. The property is situated just off the 183 expressways, a major north-south thoroughfare with

a traffic count of nearly 50,000 vehicles per day. The facility is surrounded by densely populated multi-family complexes and single-family residential homes.

Our target is fully equipped with an on-site office, ample space for loading and unloading and security cameras. There is a wide variety of unit sizes ranging from 5x5's to 15x30's. and is currently 85% physically occupied. The facility has a planned and permitted 21,770 NRSF non-climate expansion, which a new owner can construct on the parking lot.

The city of Irving is located in Dallas County and is considered an inner ring suburb of Dallas, Texas. The city is part of the Dallas Fort Worth metroplex and is just minutes away from the Dallas/Fort Worth (DFW) International Airport – the country's fourth busiest airport.

Irving is the 13th largest city in the state of Texas with 256,684 residents as of the 2020 U.S. census. The city is noted for its racial and ethnic diversity, and has been ranked as one of the most diverse cities in the United States.

Irving has become a significant economic driver within the state of Texas. The city is home to more than 8,500 local and multinational companies including Fortune 500 and 1000 companies, which operate global headquarters in Irving. Approximately 73 percent of Irving's tax base is derived from commercial property and business activity, and the city's daytime population surpasses 300,000 throughout the week. Of Irving's 67.9 square miles of land area, more than 23 square miles are dedicated to master planned developments and districts. These well-designed developments include Dallas Communications Complex, DFW Freeport, Freeport Center, Heritage Crossing District, Las Colinas, Valley Ranch and multiple retail centers. Irving's 275,000-square-foot convention center offers exhibition, meeting, ballroom and breakout space to accommodate resident and tourist needs.

Irving has three fully accredited institutions of higher learning, DeVry Institute of Technology, North Lake College and the University of Dallas. The city also is within easy commuting distance to Southern Methodist University, Texas Christian University, Texas Wesleyan College, Texas Woman's University, University of North Texas, University of Texas at Arlington and University of Texas at Dallas.



Photo of Irving Texas





## OUR MANAGEMENT Directors and Key Personnel

### Joe Novak 56/ Resume

Joe began working as an auto mechanic then went to manufacturing warehousing and logistics and gained a commercial CDL, in the late 80s in the 90s working in shipping, receiving, building and equipment maintenance. From then Joe spent a few years fueling ships on the intercoastal and its many ports from the Mississippi river to Brownsville Tx. receiving hazmat, firefighting and supervisory training with a merchant mariner Tankermans lic.

Then moved back to north TX into a supervisory position for SC Johnson 3 party logistics distribution center. where Joe used his spare time to become knowledgeable in real estate wholesaling, fix n flips and commercial properties. Joe ended up leaving warehousing for truck driving where he is currently accumulating over a million-mile accident free.

Then eventually worked with an agent and received NETRIS license as a real estate assistant. Taking online classes from Ntreis and several guru programs and weekend classes with local real estate clubs for his real estate license, he became interested in funding, And as a result Started Novak Property Solutions LLC. 2014. and after several attempts launched Private money billboard.com for b2b classified listing project funding and crowdfunding. bring the site to over 60 thousand visitors since July 2023.

we are now launching a buy and hold campaign for self-storage units

Linda Reiger 74/ Resume

Mrs. Reiger has an extensive background in management. In California she managed a large dry cleaning and laundry plant over seeing some 50 employees. And some 9 wholesale accounts. She also developed new drycleaning and laundry plants which she built then after six months sold for a profit. She also produced radio talk shows from 1995 to 2000. Since 2000 she has been retired, she now desires to be active again and to build a new business structure, with new concepts to enhance the industry, in the Self-Storage genre

## Regulations

We are subject to the following:

Lien Rights. Lien rights allow a storage facility owner to place a legal claim on a defaulting tenant's property. ...

Late Fees and Bad Checks. ...

Sales Tax. ...

Zoning Laws. ...

Value Limits. ...

Vehicle Towing. ...

Habitation Laws. ...

We intend to update our rental agreements for this acquisition and payment systems for automatic rent withdrawal at the first of each month. To also require a tenant on a month-to-month lease to provide us with 30 days advance notice of their intent to terminate the premises tenancy. We will also Offer specials such as 1 month free with a year rental agreement and lease price protection. Also, we intend to install a Solor system for electricity which aside from the Utility paying us each month we also save approximately \$80,000 annually on our overhead increasing our bottom line.

EBSCO illustration.

Another law, The Sarbanes-Oxley Act (SOX), covers information retention. It states that all organizations, regardless of size, must retain certain business records for at least five years. E-mails and electronic records are included in this category.

## Intellectual Property

Our technology is protected by Trade secrets

## Litigation

The Company is not involved in any litigation, and its management is not aware of any pending or threatened legal actions relating to its intellectual property, conduct of its business activities, or otherwise.

## Property

We do intend to acquire real property as part of our acquisition strategy

**THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

(1) This offering will terminate when all units are fully subscribed, unless earlier terminated by the managers of the company as they may determine in their sole discretion. Subscription funds, which are accepted by the Company, will be deposited directly into a segregated operating account for use as described in this Memorandum. The Company does not have a minimum capitalization requirement and therefore no subscription escrow account is being established for the offering.

(2) The Units will be offered on a "best-efforts" basis by the Managers, and employees of the Company and, possibly, by broker-dealers who are registered with the Financial Industry Regulatory Authority ("FINRA"), and independent referral sources. As of the date of this Memorandum, the Company had not entered into any selling agreements with registered broker-dealers. Selling commissions may be paid to broker-dealers who are members of the FINRA and referral fees may be paid to finders with respect to sales of Units made by investors referred by them up to 5% of the individual's investment

(3) The amounts shown are before deducting organization and other offering costs to the Company, which include legal, accounting, printing, due diligence, consulting, marketing and other costs incurred in the offering of the Units and in the preparation of this document. These costs are not anticipated to exceed three percent (3%) of the total offering amount. Company will allocate Net Proceeds to the account of each project as it is scheduled for acquisition or development. Each project will have a specific and separate budget and will account for its own share of the net proceeds, operating expenses and marketing expenses. The Company will use its own discretion in allocating net proceeds to any of the projects as it deems necessary for the overall benefit of the entire slate of projects and their order of development, even if such allocation would result in any single project drawing more funds than the budget originally allocated. Focus will be on projects with lowest risk and highest income producing potential in order to ensure continued success of the Company. Upon reasonable request, budgetary information is available for examination by interested investors and or Lenders.

## RISK FACTORS

THIS IS A SPECULATIVE INVESTMENT AND INVOLVES A HIGH DEGREE OF RISK. THERE IS NO ASSURANCE THAT INVESTORS WILL REALIZE A RETURN ON THEIR INVESTMENT OR A RETURN OF PRINCIPAL. PURCHASE OF THE SECURITIES SHOULD BE CONSIDERED ONLY BY INVESTORS WHO CAN AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT AND DO NOT NEED LIQUIDITY IN THIS INVESTMENT. EACH INVESTOR SHOULD CAREFULLY READ THIS MEMORANDUM AND CONSULT

WITH THE INVESTOR'S OWN BUSINESS ADVISORS PRIOR TO MAKING ANY INVESTMENT DECISION.

In addition to the other information in this Memorandum, the following factors should be considered carefully in evaluating the Company and its business before purchasing the Units offered hereby.

The purchase of the Units involves significant risks. Each prospective investor should carefully consider the following risk factors, in addition to any other risks associated with this investment, and should consult with his or her own legal and financial advisors.

Cautionary Statements. The discussions and information in this Memorandum may contain both historical and forward-looking statements. To the extent that the Memorandum contains forward-looking statements regarding the financial condition, operating results, business prospects or any other aspect of the Company, please be advised that the Company's actual financial condition, operating results and business performance

may differ materially from that projected or estimated by the Company. The differences may be caused by a variety of factors, including, but not limited to, adverse economic conditions, intense competition, cost overruns, unavailability of qualified workman, lack of customer acceptance of the projects, termination of contracts, lack of experience in the Company and in the Manager, government regulation, inadequate capital, unexpected operating deficits, lower sales and revenues than forecast, the risk of litigation and administrative proceedings involving the Company, adverse publicity and news coverage, inability to carry out marketing and sales plans, loss or retirement of key executives, changes in interest rates, inflationary factors, and other specific risks that may be alluded to in the Memorandum, including those set forth below.

### Substitution of Projects

The Company has the right to substitute a different project in the same or related field should the management believe they offer the company and its investors a better ROI, or purchased in lieu of the current planned acquisitions described in this Memorandum, at the Manager's sole discretion. There is no assurance that qualified substitute projects are or will be available, if desired, or that substitute projects could be acquired.

### Competition

Although the feasibility analysis is favorable, the Company will be subject to competition from other similar companies some of which may have greater financial resources and management skill and knowhow than the Company. All aspects of our industry are highly competitive. There is no assurance that the Company will be able to compete in the business successfully or profitably.

### Risk of Dilution of Ownership

The Company has the right to raise additional capital or incur borrowings from third parties to finance their acquisitions, in excess of the maximum capital which can be raised from the sale of our securities. The investor might be subject to the risk of dilution of its ownership should the company offer additional securities.

## Financial Projections

Financial projections concerning the estimated operating results of the Company may be included with the Memorandum. The projections would be based on certain assumptions which could prove to be inaccurate and which would be subject to future conditions which may be beyond the control of the Manager or the Company, such as general industry conditions. The Company may experience unanticipated costs, or anticipated sales may not materialize, resulting in lower revenues than forecasted. There is no assurance that the results illustrated in any financial projections will in fact be realized by the Company. The financial projections would be prepared by the Manager and have not been examined or compiled by independent certified public accountants. Accordingly, neither independent certified public accountants nor counsel to the Company are providing any level of assurance on them.

## No Assurance of Profit

Although our industry has historically been very profitable, there is no assurance as to whether the Company will be profitable or earn revenues, or whether the Company will be able to return any investment funds, to make cash distributions or to meet its operating expenses and debt service, if any is undertaken.

## Determination of Consideration to Management

Any net profits, interest and cash consideration being paid by the Company to its management have not been determined based on arm's length negotiation. While management believes that the consideration is fair for the work being performed, there is no assurance that the consideration to management reflects the true market value of its services.

## Management Compensation

The Management will be reimbursed for the direct and an allocable portion of overhead expenses it incurs in managing the Company's operations, as well as the organization and offering costs incurred by it on behalf of the Company. These compensation arrangements increase the risk that the Company will not be profitable. In light of the services being performed and expenses being incurred by the officers and its affiliates in connection with the Company, including raising its capital, developing completing and managing the Company's day-to-day operations, the Management believes that the compensation and expense reimbursements are fair and in accordance with standard industry practices.

## Reliance on Management

Under the Company's articles of origination 'its Operating Agreement', the Officers are given the exclusive authority to manage the Company's business. share-holders must be willing to entrust all aspects of the Company's business to the Managers. Share-holders will have certain voting rights under the company operating agreement in proportion to their relative Capital investment in the Company. The loss of a manager could have a material adverse impact on the

Company. The Company will be largely dependent upon the manager for the direction, management and daily supervision of the Company's operations.

### Indemnification of Manager, Directors and Executive Officers

The Company's Operating Agreement provides that the Company will, within the limits of capital contributions and retained assets, hold the managers, officers and the directors of the Company harmless against certain claims arising from Company activities, other than losses or damages incurred by it as a result of their gross negligence, fraud or bad faith. If the Company were called upon to perform under its indemnification agreement, then the portion of its assets expended for such purpose would reduce the amount otherwise available, to the Members, for the project, or for its marketing.

### Federal Income Tax Risks

An investment in these Units involves tax risks. Each prospective investor is urged to consult his or her own tax advisor with respect to the complex federal, state and local tax consequences of investing in the Units. The tax aspects of this investment cannot be predicted with certainty in part because certain provisions of Internal Revenue Code may be amended or interpreted in a manner adverse to Company.

### Absence of Public Market

There is no public market for the Units and no market is expected to develop in the short term. The Units may not be sold or otherwise transferred except pursuant to registration or qualification under applicable federal and state securities laws or evidence satisfactory to the Company (which may require an opinion of counsel to be provided at the investor's expense) that such registration or qualification is not required. There are no Current registration rights associated with the Units. Consequently, the investors may not be able to liquidate their investment in the Company if such liquidation should become necessary or desired.

### No Minimum Capitalization

There is no minimum capitalization required in this offering. There is no assurance that all or a significant number of Units will be sold in this offering. Investors' subscription funds will be used by the Company as soon as they are received, and no refunds will be given if an inadequate amount of money is raised from this offering to enable the Company to conduct its business. If only a small portion of the Units is placed, then the Company may not have sufficient capital to operate. There is no assurance that the Company could obtain additional financing or capital from any source, or that such financing or capital would be available to the Company on terms acceptable to it. Under such circumstances, investors in the Units would likely lose their entire investment in the Company.

## Determination of Offering Price

The offering price of the Units has been determined by the Managers, and bears no relationship to the Company's assets, book value, potential earnings, net worth or any other recognized criteria of value.

## Limited Transferability of Units

Significant restrictions have been placed on the transferability of the Units and the shareholders will have no right to present their Units to the company for repurchase. Thus, investors may have considerable difficulty in selling Units or pledging Units as collateral for loans. Units should be purchased only by persons with the financial ability to acquire and hold the Units as a long-term investment. Federal and state securities laws also impose restrictions on transferability. The transferability of Units will also be subject to certain restrictions on resale imposed under applicable securities laws. Transferees of Units must be "accredited investors" within the meaning of Rule 501 of Regulation D of the Securities Act. The Units have not been registered under the Securities Act or any state securities law and must therefore be held for an indefinite period of time unless they are subsequently registered under the Securities Act or unless an exemption from registration is available. No market, public or private, for the Units is in existence at this time and there can be no assurance that a market for such Units will develop in the near future. There can be no assurance that an active trading market for the Units will develop or, if it does develop, that it will be maintained.

## Dependence on Key Personnel

The Company is dependent upon the supervision of management. It is not anticipated that the loss of the services of any particular person of the company will have a material adverse effect upon the Company's future operations or the Company's revenues because each person has a sufficient understanding of the business of the Company to ensure its continued operation. In addition, the Company could, if necessary, develop an independent management team to run the day-to-day operations at a cost that would still allow substantial profitability.

## Company Syndication Costs

Syndication costs are expenditures connected with issuing and marketing interests in the company, such as commissions, professional fees, and printing costs. Syndication costs must be capitalized and are not subject to the special 60-month amortization provision. The Company intends to amortize its organization costs over a 60-month period commencing with the organization of the Company.

## Tax Returns

The Company will arrange for the preparation and filing of all necessary federal, state and local tax returns of the Company, and will annually furnish each shareholder with any information about the Company. While the Company will rely on qualified advisers in determining what deductions will be claimed on Company tax returns, costs may be incurred for which the federal

income tax treatment is unclear. Thus, there can be no assurance that Company tax returns will not be adjusted by tax authorities, which in turn could lead to adjustments in the individual returns of the shareholder. The period in which such adjustments could be made with respect to Company items is generally three years from the later of the date on which the Company return is filed or the last day prescribed by law for filing.

### Summary Only

The foregoing is only a summary of the material tax considerations generally affecting the company. Moreover, the federal income tax matters discussed above are subject to change by legislation, administrative action or judicial decision. No ruling has been sought, and no assurances can be given that any deductions or other federal income tax advantages which are described herein, or which prospective Members may contemplate, will be available.

THE FOREGOING ANALYSIS OF THE FEDERAL INCOME TAX CONSIDERATIONS TO A SHARE-HOLDER IS NOT INTENDED AS A SUBSTITUTE FOR CAREFUL TAX PLANNING. ACCORDINGLY, PERSONS CONTEMPLATING AN INVESTMENT IN THE COMPANY MUST CONSULT THEIR TAX ADVISERS WITH SPECIFIC REFERENCE TO THEIR OWN TAX SITUATIONS, ESPECIALLY SINCE AT THE TIME OF THIS OFFERING ALL TAX RULES, LAWS AND REGULATIONS ARE CONSTANTLY IN THE PROCESS OF DEBATE IN THE CONGRESS AS TO WHAT TAX RATES OR RULES MAY APPLY OR WHAT TAX DEDUCTIONS MIGHT BE AVAILABLE WITH RESPECT TO YOUR SPECIFIC INVESTMENT.

YOU THEREFORE CANNOT RELY ON ANY TAX INFORMATION ATTEMPTED TO BE SUPPLIED IN THIS DOCUMENT AND YOU MUST CONSULT YOUR PERSONAL TAX ADVISOR WITH RESPECT TO THE ADVISABILITY, ADVANTAGES OR DISADVANTAGES OF MAKING AN INVESTMENT.

### ERISA CONSIDERATIONS

General Fiduciary Obligations. Trustees and other fiduciaries of qualified retirement plans or IRAs that are set up as part of a plan sponsored and maintained by an employer, as well as trustees and fiduciaries of Keogh Plans under which employees, in addition to self-employed individuals, are participants (together, “ERISA Plans”), are governed by the fiduciary responsibility provisions of Title 1 of the Employee Retirement Income Security Act of 1974 (“ERISA”). An investment in Units by an ERISA Plan must be made in accordance with the general obligation of fiduciaries under ERISA to discharge their duties (i) for the exclusive purpose of providing benefits to participants and their beneficiaries; (ii) with the same standard of care that would be exercised by a prudent person familiar with such matters acting under similar circumstances; (iii) in such a manner as to diversify the investments of the plan, unless it is clearly prudent not to do so; and (iv) in accordance with the documents establishing the plan. Fiduciaries considering an investment in the Units should accordingly consult their own legal advisors if they have any concern as to whether the investment would be inconsistent with any of these criteria.

Fiduciaries of certain ERISA Plans which provide for individual accounts (for example, those which qualify under Section 401(k) of the Code, Keogh Plans and IRAs) and which permit

a beneficiary to exercise independent control over the assets in his or her individual account, will not be liable for any investment loss or for any breach of the prudence or diversification obligations which results from the exercise of such control by the beneficiary, nor will the beneficiary be deemed to be a fiduciary subject to the general fiduciary obligations merely by virtue of his or her exercise of such control. On October 13, 1992, the Department of Labor issued regulations establishing criteria for determining whether the extent of a beneficiary's independent control over the assets in his account is adequate to relieve the ERISA Plan's fiduciaries of their obligations with respect to an investment directed by the beneficiary. Under the regulations, the beneficiary must not only exercise actual, independent control in directing the particular investment transaction, but also the ERISA Plan must give the participant or beneficiary a reasonable opportunity to exercise such control, and must permit him or her to choose among a broad range of investment alternatives.

Prohibited Transactions. Trustees and other fiduciaries making the investment decision for any qualified retirement plan, IRA or Keogh Plan (or beneficiaries exercising control over their individual accounts) should also consider the application of the prohibited transactions provisions of ERISA and the Code in making their investment decision. Sales and certain other transactions between a qualified retirement plan, IRA or Keogh Plan and certain persons related to it (e.g., a plan sponsor, fiduciary, or service provider) are prohibited transactions. The particular facts concerning the sponsorship, operations and other investments of a qualified retirement plan, IRA or Keogh Plan may cause a wide range of persons to be treated as parties in interest or disqualified persons with respect to it. Any fiduciary, participant or beneficiary considering an investment in Units by a qualified retirement plan IRA or Keogh Plan should examine the individual circumstances of that plan to determine that the investment will not be a prohibited transaction. Fiduciaries, participants or beneficiaries considering an investment in the Units should consult their own legal advisors if they have any concern as to whether the investment would be a prohibited transaction.

Special Fiduciary Considerations. Regulations issued on November 13, 1986, by the Department of Labor (the "Final Plan Assets Regulations") provide that when an ERISA Plan or any other plan covered by Code Section 4975 (e.g., an IRA or a Keogh Plan which covers only self-employed persons) makes an investment in an equity interest of an entity that is neither a "publicly offered security" nor a security issued by an investment company registered under the Investment Company Act of 1940, the underlying assets of the entity in which the investment is made could be treated as assets of the investing plan (referred to in ERISA as "plan assets"). Programs which are deemed to be operating companies or which do not issue more than 25% of their equity interests to ERISA Plans are exempt from being designated as holding "plan assets." Management anticipates that the Company would be characterized as an "operating company" for the purposes of the regulations, and that it would therefore not be deemed to be holding "plan assets."

Classification of the assets of the Company as "plan assets" could adversely affect both the plan fiduciary and management. The term "fiduciary" is defined generally to include any person who exercises any authority or control over the management or disposition of plan assets. Thus, classification of Company assets as plan assets could make the management a "fiduciary" of an investing plan. If assets of the Company are deemed to be plan assets of investor plans, transactions

which may occur in the course of its operations may constitute violations by the management of fiduciary duties under ERISA. Violation of fiduciary duties by management could result in liability not only for management but for the trustee or other fiduciary of an investing ERISA Plan. In addition, if assets of the Company are classified as “plan assets,” certain transactions that the Company might enter into in the ordinary course of its business might constitute “prohibited transactions” under ERISA and the Code.

Reporting of Fair Market Value. Under Code Section 408(i), as amended by the Tax Reform Act of 1986, IRA trustees must report the fair market value of investments to IRA holders by January 31 of each year. The Internal Revenue Service has not yet promulgated regulations defining appropriate methods for the determination of fair market value for this purpose. In addition, the assets of an ERISA Plan or Keogh Plan must be valued at their “current value” as of the close of the plan’s calendar year in order to comply with certain reporting obligations under ERISA and the Code. For purposes of such requirements, “current value” means fair market value where available. Otherwise, current value means the fair value as determined in good faith under the terms of the plan by a trustee or other named fiduciary, assuming an orderly liquidation at the time of the determination. The Company does not have an obligation under ERISA or the Code with respect to such reports or valuation although management will use good faith efforts to assist fiduciaries with their valuation reports. There can be no assurance, however, that any value so established (i) could or will actually be realized by the IRA, ERISA Plan or Keogh Plan upon sale of the Units or upon liquidation of the Company, or (ii) will comply with the ERISA or Code requirements.

NOTICE: the new tax act expected by the current administration may adversely affect the foregoing plans

## PLAN OF DISTRIBUTION

The Units are being offered by the Company on a best-efforts basis primarily by the officers, directors and employees of the Company, and possibly through independent referral sources and by registered broker-dealers who are members of the Financial Industry Regulatory Authority (“FINRA”). As of the date of this Memorandum, the Company had not entered into any selling agreements with registered broker-dealers. The Company may pay selling commissions to participating broker-dealers who are members of the FINRA, and referral fees to finders, including officers or employees of the Company.

Participating broker-dealers may also be paid or reimbursed for due diligence costs incurred by them in reviewing the Company and this offering. Participating broker-dealers, if any, will be indemnified by the Company with respect to this offering and the disclosures made in this Memorandum.

## ELIGIBILITY

This Offering is made by the Company in reliance on the safe harbor exemption provided by Rule 506(c) of Regulation D under the Securities Act, and in reliance upon exemptions from registration contained in the “blue sky” laws of various states.

Each investor will be required to represent that the Securities are being acquired for the investor’s own account, and not for the account of others, for investment purposes only and not

with a view to the sale or distribution thereof in whole or in part. The speculative nature of the Company's business, together with the lack of liquidity of the Securities, makes the purchase of Securities suitable only for investors who have adequate financial means and who can afford the total loss of their investment. Accordingly, investors will be required to make certain representations as to their net worth, income, and ability to bear the loss of their investment. In addition, investors will be required to provide sufficient information to enable the Company to verify that each investor is an "accredited investor", as such term is defined in Rule 501 of Regulation D under the Securities Act ("Accredited Investor").

The suitability standards discussed below represent minimum suitability standards for prospective investors. Prospective investors are encouraged to consult their own investment or tax advisers, accountants, legal counsel or other advisers to determine whether an investment in the Securities is appropriate. (See "Risk Factors.")

For the reasons described below and under "Risk Factors" the purchase of the Securities should be considered a highly risky investment. A prospective investor, in determining whether the Securities are a suitable investment, should consider carefully that: (i) there will be a limited number of Securities sold; (ii) transferability thereof will be limited; (iii) no public or secondary market exists or is likely to develop in the near future for the Securities; and (iv) the Securities have not been registered under the Securities Act, and accordingly, they cannot be resold unless they are so registered or an exemption from such registration requirement is available. Each investor will be required to acknowledge in writing to the Company that they understand that said Securities may not be resold except in compliance with such registration provisions as well as restrictions on resale imposed by the securities laws of the state where prospective investors reside. The Company will not undertake to register the Securities for resale under the Securities Act or to issue public information in such form as to make available the use of Rule 144 promulgated by the Securities and Exchange Commission under the Securities Act for resale of the Securities.

Purchase of the Securities is suitable only for a person of economic means who has no need for liquidity in this investment and who has adequate means of providing for their current needs, even if investment in the Securities results in a total loss. Accordingly, no investor should purchase Securities who cannot bear the risk of loss. The Company reserves the right to accept or reject any subscription to purchase Securities. An investment in the Securities is restricted to Accredited Investors who have such business and financial experience that they are capable of evaluating the merits and risks of an investment in the Company and of protecting their interests in the transaction.

### Regulation D Securities Will Be Sold Only to Verified Accredited Investors

The Securities will be sold only to Accredited Investors, and the Company will require that investors provide information sufficient for the Company to verify each investor's status as an Accredited Investor. (See "Subscription Procedures".)

To be an Accredited Investor, you, or the entity through which you are investing must fall within any of the following categories at the time of the sale of the Securities to you:

- (1) A bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940, as amended, or a business development company as defined in Section 2(a)(48) of that Act; a Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if the plan has total assets in excess of \$5.0 million; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of that Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5.0 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (2) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended;
- (3) An organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; a limited liability company; a Massachusetts or similar business trust; a limited liability company or a partnership; in each case, not formed for the specific purpose of acquiring the Securities and with total assets in excess of \$5,000,000;
- (4) A director or executive officer of the Company;
- (5) A natural person who has an individual net worth (determined by subtracting total liabilities from total assets; but excluding the net value of such person's primary residence)<sup>3</sup>, or joint net worth with such person's spouse, in excess of \$1,000,000.
- (6) A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (7) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act; or

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<sup>3</sup> For purposes of determining the net value of the person's primary residence, indebtedness secured by the person's primary residence (i) within sixty (60) days of the date of the person's purchase of the Securities, and/or (ii) in excess of the property's estimated fair market value, must be treated as a liability in the net worth calculation.

- (8) An entity in which all of the equity owners are Accredited Investors. The suitability standards discussed herein are minimum requirements for prospective investors, and the satisfaction of these standards does not necessarily mean that the Securities are a suitable investment for as prospective investor.

**The suitability standards discussed herein are minimum requirements for prospective investors, and the satisfaction of these standards does not necessarily mean that the Securities are a suitable investment for as prospective investor.**

The Company reserves the right, in its sole discretion, to reject any potential investor, to require potential investors to furnish a financial statement or other information before admission as a shareholder, and to restrict the size of investments.

## SUBSCRIPTION PROCEDURES

To subscribe for Units, prospective investors will need to review and execute a copy of the Subscription Agreement, a form of which is available on the Offering website and was delivered to the investor along with this Memorandum. Investors will deliver the executed Subscription Agreement to the company, and send either a check made payable to “Golden Road Investments, Inc.” in an amount equal to the purchase price for the Units for which such investor is subscribing, or an electronic transfer of such purchase price using the following wire instructions.

*Wire Transfer Instructions: Provided upon Request*

### FOREIGN

SWIFT Information provided upon Request

The minimum investment amount in the Offering is \$10,000 per investor.

Subject to applicable state laws, subscriptions will not be subject to revocation by prospective investors, but may be rejected by the Company, in whole or in part, in its sole discretion, in which event the subscription funds will be returned to the investor within 15 business days. The Company will issue Units and will deliver countersigned copies of the Subscription Agreement to investors as soon as reasonably practicable after such subscriptions have been accepted. The cash payments of the prospective investors accompanying the Subscription Agreement will be deposited by the Company into a segregated bank account and, once the subscription has been accepted by the Company, be immediately available for use by the Company.

### Verifying Accredited Investor Status

As disclosed elsewhere in this Memorandum, the Units are being offered in reliance on the safe harbor exemption provided by Rule 506(c) of Regulation D of the Securities Act, and may be purchased only by Accredited Investors. In accordance with Rule 506(c), the Company has an obligation to take reasonable steps to verify that each investor purchasing Units is actually an Accredited Investor. (See “*Eligibility*” for guidance on Accredited Investor qualifications.)

In order to enable the Company to verify an investor’s status as an Accredited Investor, the Company will require each investor to submit a written confirmation from at least one of the following:

1. registered broker-dealer;
2. SEC-registered investment adviser;
3. licensed attorney; and/or
4. certified public accountant.

Such written confirmation must include a statement that the confirming entity or person has taken reasonable steps to verify the investor's Accredited Investor status within the three months prior to the investor's subscription for Units, and has determined that such investor is an Accredited Investor. A form of written confirmation for you to give to your advisor to complete is available on the Offering website and was delivered to you along with this Memorandum.

The signed Subscription Agreement and Accredited Investor Status Letter may be returned to the Company by regular mail or overnight delivery at the address provided for in the Subscription Agreement or by e-mail at the e-mail address provided for in the Subscription Agreement, and payment for the shares may be made by sending a check payable to the Company by regular mail or overnight delivery to the address provided for in the Subscription Agreement or by wire transfer, in accordance with the wire instructions provided for in the Subscription Agreement.

**A Subscription Agreement will be deemed complete only if it is accompanied by such written confirmation, or, alternatively, such other documentation sufficient to enable the Company to verify an investor's Accredited Investor status.**

**If for any reason you are unable to obtain the written confirmation described above, please verify your status as an Accredited Investor through the other means described in the Cover Letter to this Offering and delivered along with this Memorandum.**

#### USE OF PROCEEDS

The Company anticipates using the proceeds from this offering in the following manner for the balance of 2023 and into 2024:

Purpose/use of proceeds	Allocation for a \$10,000,000 raise
Acquisitions	80%
Fees to Securities Bd	2%
Reg D Raise	5%
Debt Service (anticipated (\$500,000))	5%
General and Administrative	8%
Totals	100%

### Projected Operating Income/ Expenses

REVENUE	Annual Rental Income
Total Rental Income	\$928,814
Truck Rental Space	\$24,225
Mail Box rentals 120 boxes	\$21,600
Misc sales (lock's etc.)	\$2,713
<b>GROSS POTENTIAL RENT</b>	<b>\$1,148,538</b>
EXPENSES	
Vacancy	15% (\$163,908)
<b>PROPERTY TAXES</b>	<b>\$197,670</b>
<b>PAYROLL</b>	<b>\$73,923</b>
<b>UTILITIES</b>	<b>\$79,976</b>
<b>MANAGEMENT FEE</b>	<b>\$52,934</b>
<b>INSURANCE</b>	<b>\$23,335</b>
<b>ADVERTISING</b>	<b>\$12,000</b>
<b>REPAIRS &amp; MAINTENANCE</b>	<b>\$16,668</b>
<b>COMPUTER HARDWARE &amp; SOFTWARE</b>	<b>\$3,600</b>
<b>TELEPHONE &amp; INTERNET</b>	<b>\$3,600</b>
<b>LANDSCAPING</b>	<b>\$3,000</b>
<b>PROFESSIONAL FEES</b>	<b>\$1,200</b>
<b>PEST CONTROL</b>	<b>\$1,000</b>
<b>OFFICE SUPPLIES</b>	<b>\$1,000</b>
<b>TRASH</b>	<b>\$1,000</b>
<b>POSTAGE AND DELIVERY</b>	<b>\$500</b>
<b>DUES &amp; SUBSCRIPTIONS</b>	<b>\$500</b>
<b>TOTAL EXPENSES</b>	<b>\$635,814</b>
<b>NOI</b>	<b>\$624,328.62</b>

The identified uses of proceeds are subject to change at the sole discretion of the officers and directors based on the business needs of the company.

Securities being offered Class "A" Common Stock for equity and or Debt securities i.e., Corporate Bonds for lenders

### Major Officers, directors and Stockholders

Joseph Novak	President/CEO/ Treasurer/ Director	1 million shares
Novak Property Solutions LLC		2 million shares
River Ridge Holdings LP		2 million shares
Linda Reiger	Secretary/Director	1 million shares

# Exhibit A

## SUBSCRIPTION AGREEMENT

(Joe) Joseph Novak  
Golden Road Investments, Inc.  
8316 Fern Lake Dr  
Ft Worth Texas 76137  
817 313 3825  
jnovak@privatemoneybillboard.com

Ladies and Gentlemen:

This Subscription Agreement (this “Agreement”) is made between Golden Road Investments, A TX Domestic Corporation (the “Company”), and the undersigned prospective purchaser (the “Subscriber”). Pursuant to the terms of the Confidential Offering Memorandum related to the offering of Units (as defined below) (the “Offering Memorandum”), the Subscriber has expressed an interest in purchasing such number of Units of the company’s Securities as are listed on the signature page hereto (the “Units”). The purchase price per Unit is \$10,000. As noted in the Offering Memorandum, the Units are being offered in reliance on the safe harbor exemption provided by Rule 506(c) of Regulation D of the Securities Act of 1933, as amended (the “Securities Act”), and may be purchased only by “accredited investors”, as such term is defined in Rule 501 of Regulation D (“Accredited Investors”).

In connection with the execution of this Agreement and to induce the Company to sell the Units to the Subscriber, the Subscriber hereby agrees as follows:

1. Terms of Offering; Subscription: Stockholders Agreement; Confirmation of Accredited Investor Status.
  - (a) The Subscriber has thoroughly read and understands this Agreement and the Offering Memorandum, together with all exhibits and schedules thereto, as well as the cover letter (the “Cover Letter”) to which this Agreement and the Offering Memorandum are attached as exhibits. Prior to the execution of this Agreement, the Subscriber and the Subscriber’s advisors have had the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this transaction, and the finances, operations, business and prospects of the Company. The Subscriber is satisfied that it has received information with respect to all matters that it considers material to its decision to make this investment and has based the decision to purchase the Units solely on the information contained in the materials referred to in this Section 1.
  - (b) The Subscriber hereby irrevocably subscribes for and agrees to purchase the Units at a purchase price of \$10,000 per Unit (the “Subscription”) for a total purchase price as set forth on the signature page hereto (the “Purchase Price”). The Subscriber is providing payment in the full amount of the Purchase Price of the Units for which the Subscriber

is subscribing contemporaneously with returning this executed Agreement (the “Payment”) via the following method (CHECK ONE):

Wire Transfer Instructions: Provided upon Request

FOREIGN

SWIFT Provided upon Request

By check made payable to: Golden Road Investments, Inc. and sent to:

The foregoing address

ATTN: Subscription Department

- (c) The Subscriber understands and agrees that the Company, in its sole discretion, reserves the right to accept or reject this or any other subscription for Units, in whole or in part. If this Subscription is rejected in whole or in part for any reason, the Company will return the Subscriber’s Payment promptly, without interest (in the case of the rejection of a portion of the Subscription, the part of the Payment relating to such rejected portion will be returned), and this Agreement shall continue in full force and effect to the extent this Subscription was accepted. Those subscribers whose subscriptions are accepted (each, a “Purchaser”) will be issued a certificate for the number of Units purchased in the name of each such Purchaser, and the name of such Purchaser will be entered on the Company’s transfer books as the record owner of such Units.
- (d) The Subscriber agrees as a condition of the purchase and sale of the Units to comply with the verification requirements regarding the Subscriber’s status as an Accredited Investor by either (i) submitting to the Company a completed Written Confirmation of Accredited Investor Status in substantially the form delivered to the Subscriber as Exhibit C to the Cover Letter, or (ii) submitting to the Company the requisite verification documentation described in the Cover Letter.

2. Accredited Investor.

- (a) The Subscriber is an Accredited Investor, and as of the date of this Agreement falls within the following category or categories (Please INITIAL one or more):

\_\_\_\_\_ (1) A bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; an insurance company as defined in Section 2(a)(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940, as amended the Investment Company Act”) or a business development company as defined in Section 2(a)(48) of the Investment Company Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its

political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 (“ERISA”) if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are Accredited Investors;

\_\_\_\_\_ (2) a private business development company as defined in Section 202(a)(22) of the Investment Adviser Act of 1940;

\_\_\_\_\_ (3) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, limited liability company, or partnership, not formed for the specific purpose of acquiring the Units, with total assets in excess of \$5,000,000;

\_\_\_\_\_ (4) a director or executive officer of the Company;

\_\_\_\_\_ (5) a natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of such person’s purchase of the Units exceeds \$1,000,000;<sup>4</sup>

\_\_\_\_\_ (6) a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

\_\_\_\_\_ (7) a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the **Units**, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act; and/or

\_\_\_\_\_ (8) an entity in which all of the equity owners are Accredited Investors.

(b) In order to meet the conditions for exemption from the registration requirements under the securities laws of certain jurisdictions, purchasers who are residents of such jurisdictions may be required to meet additional suitability requirements.

3. Representations and Warranties of the Subscriber. In order to induce the Company to accept the Subscriber’s subscription in whole or in part, the Subscriber hereby represents, warrants and covenants to the Company that:

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<sup>4</sup> As used in herein, the term “net worth” means the excess of total assets over total liabilities. In computing net worth, the net value of the principal residence of the purchaser must be excluded. For purposes of determining the net value of the purchaser’s primary residence, indebtedness secured by the purchaser’s primary residence (i) within fifty (60) days of the date of the purchaser’s execution of this Agreement, and/or (ii) in excess of the property’s estimated fair market value must be treated as a liability in the net worth calculation.

- (a) Experience and Suitability. The Subscriber is qualified by its knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Units and to make an informed decision relating thereto. The Subscriber has the financial capability for making the investment and protecting its interests, and the Subscriber can afford a complete loss of the investment. The investment is a suitable one for the Subscriber.
- (b) No Need for Liquidity. The Subscriber is aware that it will be unable to liquidate its investment readily in case of an emergency and that the Units being purchased may have to be held for an indefinite period of time. The Subscriber's overall commitment to investments that are not readily marketable is not excessive in view of the Subscriber's net worth and financial circumstances and the purchase of the Units will not cause such commitment to become excessive. In view of such facts, the Subscriber acknowledges that it has adequate means of providing for its current needs, anticipated future needs and possible contingencies and emergencies and has no need for liquidity in the investment in the Units. The Subscriber is able to bear the economic risk of this investment.
- (c) Opportunity to Investigate. Prior to the execution of this Agreement, the Subscriber and its advisors have had the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this transaction, and the finances, operations, business and prospects of the Company. The Subscriber has read the Offering Memorandum, and the Subscriber's advisors and the Subscriber have also had the opportunity to obtain additional information necessary to verify the accuracy of information furnished about the Company. Accordingly, the Subscriber has independently evaluated the risks of purchasing the Units, and the Subscriber is satisfied that it has received information with respect to all matters that it considers material to its decision to make this investment.
- (d) Risk Factors. The Subscriber fully understands that the Units are speculative investments that involve a high degree of risk of loss of the Subscriber's entire investment. The Subscriber understands that the risks described in this Agreement and in the 'Offering Memorandum' are not a complete list of risks involved in an investment in the Company. The Subscriber understands that the Company is subject to all of such risks, and others inherent in an investment of this nature. The Subscriber is aware that no public market exists for the Units and that the Units may not be sold without compliance with applicable federal and state securities laws. The Subscriber understands that the Company has made no assurances that a public market will ever exist for the Units and that, even if a public market exists in the future, the Subscriber may not readily be able to sell the Units. The Subscriber has considered each of these risks regarding an investment in the Company and the Units.
- (e) Investment Purpose. The Subscriber is acquiring the Units for its own account for the purpose of investment and not with a view to, or for resale in connection with, the distribution thereof, nor with any present intention of distributing or selling the Units. The Subscriber understands that the Units have not been registered under the Securities Act or the securities laws of any state, and the Subscriber hereby agrees not to make any sale, transfer or other disposition of any such Units unless either (i) the Units first

shall have been registered under the Securities Act and all applicable state securities laws, or (ii) an exemption from such registration is available, and the Company has received such documents and agreements from the Subscriber and the transferee as the Company requests at such time. The Subscriber further understands that no federal or state agency has approved, disapproved or made any findings or determinations as to the fairness for investment, nor any recommendation of endorsement of the merits of the offering of the Units.

- (f) Restrictive Legend. The Subscriber understands that until the Units have been registered under the Securities Act and applicable state securities laws, each certificate, if any, representing such Units shall bear a restrictive legend substantially similar to the following:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. HOLDERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN THE FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

- (g) No Regulatory Approval of Merits. The Subscriber understands that neither the Securities and Exchange Commission nor the commissioner or department of securities or attorney general of any state has passed upon the merits or qualifications of, nor recommended nor approved, the Units. Any representation to the contrary is a criminal offense.
- (h) Independent Advice. The Subscriber understands that the Subscriber is urged to seek independent advice from its professional advisors relating to the suitability for the Subscriber of an investment in the Company in view of its overall financial needs and with respect to the legal and tax implications of such an investment.
- (i) Indemnification. The Subscriber understands the meaning and legal consequences of this Agreement and agrees to indemnify and hold harmless the Company and each director and officer thereof from and against any and all loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Subscriber contained in this Agreement.
- (j) Authority and Non-contravention. The execution and performance hereof violate no law, order, judgment, injunction, agreement or controlling document to which the Subscriber is a party or by which the Subscriber is bound. If an entity, (i) the Subscriber is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it has been formed; (ii) the Subscriber has the right and power under its organizational instruments to execute, deliver and perform its obligations hereunder; and (iii) this Agreement has been duly authorized by all necessary action on

the part of all officers, directors, partners, stockholders and trustees and will not violate any agreement to which the Subscriber is a party; and (iv) the individual executing and delivering this Agreement has the requisite right, power, capacity and authority to do so on behalf of the organization. The Subscriber has not been organized for the purpose of subscribing for the Units.

- (k) Duration. The Subscriber understands that it may not cancel, terminate or revoke this Agreement or any agreement made by it hereunder, and, if the Subscriber is an individual, that this Agreement shall survive the Subscriber's death or disability and shall be binding upon the Subscriber's heirs, executors, administrators, successors and assigns.
- (l) Further Assurances. The Subscriber agrees to promptly provide such information and to execute and deliver such documents as reasonably may be necessary to comply with any and all laws and ordinances to which the Company is subject.
- (m) Residence. The Subscriber is resident in the state set forth below and is receiving the Units in that state.
- (n) Office of Foreign Assets Control.
  - (1) The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at <http://www.treas.gov/ofac> before making the following representations. The Subscriber represents that the amounts to be invested by it in the Units were not and are not directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals<sup>5</sup> or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.
  - (2) To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts for the **Units** if the Subscriber cannot make the representation set forth in the preceding sentence. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to

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<sup>5</sup> These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

“freeze the account” of the Subscriber, either by prohibiting additional subscriptions from the Subscriber or declining any redemption requests, and the Company may also be required to report such action and to disclose the Subscriber’s identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any of the Company’s other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

- (3) To the best of the Subscriber’s knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; or (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber is a senior foreign political figure<sup>6</sup>, or any immediate family<sup>7</sup> member or close associate<sup>8</sup> of a senior foreign political figure, as such terms are defined in the footnotes below.
- (4) If the Subscriber is affiliated with a non-U.S. banking institution (a “Foreign Bank”), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

The Subscriber hereby acknowledges that the representations and warranties contained in this Agreement are made by the Subscriber with the intent that such representations and warranties may be relied upon by the Company and its agents in determining the Subscriber’s eligibility to purchase the Units. By this Agreement, the Subscriber represents and warrants that the foregoing representations and warranties are true at the time of closing with the same force and effect as if they had been made by the Subscriber at the closing time, and that

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<sup>6</sup> A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned limited liability company. In addition, a “senior foreign political figure” includes any limited liability company, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

<sup>7</sup> “Immediate family” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

<sup>8</sup> A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

they shall survive the purchase by it of the Units and shall continue in full force and effect notwithstanding any subsequent disposition by it of the Units.

4. Miscellaneous.

- (a) Accuracy of Information. The information contained herein including all documents and certificates delivered pursuant hereto is complete and accurate and may be relied upon by the Company, and the Subscriber will notify the Company immediately of any material change in any of such information occurring prior to the closing, if any, with respect to the purchase of Units by the Subscriber or any co-purchaser.
- (b) Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by facsimile or email transmission, (iii) sent by overnight courier, or (iv) sent by certified mail, return receipt requested, postage prepaid.

If to the Subscriber:

To the address designated in Section 4(r) hereof.

If to the Company:

To the address set forth at the beginning of this Agreement.

All notices, requests, consents and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth herein, (ii) if made by facsimile or email transmission, at the time that receipt thereof has been acknowledged by the intended recipient by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the second business day following the day such notice is delivered to the courier service, or (iv) if sent by certified mail, upon receipt.

- (c) Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.
- (d) Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto.
- (e) Waivers and Consents. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

- (f) Assignment. This Agreement may not be transferred or assigned without the prior written consent of the Company and any such transfer or assignment shall be made only in accordance with applicable laws and any such consent.
- (g) Benefit. All statements, representations, warranties, covenants and agreements in this Agreement shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.
- (h) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed exclusively by the law of the State of TX, with Venue at Tarrant County, without giving effect to the conflict of law principles thereof.
- (i) Jurisdiction and Service of Process. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of TX or the United States for the District and County of Tarrant County. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each of the parties hereto irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to the party at its address set forth in Section 4(b) hereof.
- (j) Severability. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Agreement shall be unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
- (k) Interpretation. The parties hereto acknowledge and agree that: (i) each party has had the opportunity to have counsel review the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to the parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all persons.
- (l) Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect the meaning or construction of any of the terms or provisions hereof.
- (m) No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy

of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

- (n) Survival of Representations and Warranties. All representations and warranties made by the parties hereto in this Agreement shall survive the execution and delivery hereof.
- (o) Expenses. Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.
- (p) No Broker or Finder. Each of the parties hereto represents and warrants to the other that no broker, finder or other financial consultant has acted on its behalf in connection with this Agreement or the transactions contemplated hereby in such a way as to create any liability on the part of the other. Each of the parties hereto agrees to indemnify and save the other harmless from any claim or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party and to bear the cost of legal expenses incurred in defending against any such claim.
- (q) Counterparts. This Agreement may be executed in one or more counterparts, including electronic counterparts delivered by email as a .PDF document or by facsimile, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(r) The Subscriber is purchasing the Units as follows (please check as appropriate):

\_\_\_\_\_ individually                      \_\_\_\_\_ in trust  
\_\_\_\_\_ joint tenants                      \_\_\_\_\_ as a partnership/LLC  
\_\_\_\_\_ tenants in common              \_\_\_\_\_ other: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

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

Personal Email Address: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

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

Business Telephone: \_\_\_\_\_

Business Email Address: \_\_\_\_\_

Communications should be sent to: \_\_\_\_\_ business or \_\_\_\_\_ home address

Federal Income Tax I.D. No. (Social Security Number for Individual Investors):

\_\_\_\_\_  
\_\_\_\_\_

5. Under penalties of perjury, the Subscriber certifies that:
- (a) The number shown above is the Subscriber's correct Taxpayer Identification Number or Social Security Number, as the case may be;
  - (b) The Subscriber is not subject to backup withholding either because the Subscriber has not been notified by the Internal Revenue Service ("IRS") that the Subscriber is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that the Subscriber is no longer subject to backup withholding;
  - (c) The Subscriber is an Accredited Investor; and
  - (d) THE SUBSCRIBER IS SUBSCRIBING FOR THE SHARES ONLY AFTER HAVING READ, CONSIDERED AND FULLY UNDERSTOOD THE OFFERING MEMORANDUM, AND THIS AGREEMENT, INCLUDING ALL OF THE RISKS DESCRIBED HEREIN. THE SUBSCRIBER IS NOT RELYING ON ANY INFORMATION OR REPRESENTATION CONCERNING THE COMPANY OR THE SHARES EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

**Balance of Page intentionally left Blank**

**SIGNATURE PAGE**

This page constitutes the signature page for the Subscription Agreement of the undersigned for Units of Golden Road Investments. Execution of this Signature Page constitutes execution of, and the undersigned hereby authorizes this Signature Page to be attached to a counterpart of, the aforementioned document.

Number of Units that the Subscriber has expressed an interest in purchasing: \_\_\_\_\_

Purchase price per Unit: \_\_\_\_\_ \$10,000:

Total Purchase Price of:      NO of Units X \$10,000      \$

\_\_\_\_\_.

**IN WITNESS WHEREOF**, the undersigned has executed this Signature Page this \_\_\_\_ day of \_\_\_\_\_, 2025.

**For Individual Investors:**

**For Co-owners (if applicable):**

\_\_\_\_\_  
Investor Signature

\_\_\_\_\_  
Investor Signature

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

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

**For Entities:**

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
By (authorized signature)

\_\_\_\_\_  
Print Name and Title

The foregoing subscription for Units of Golden Road Investments.  
is hereby accepted.

**Golden Road Investments, Inc.**

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

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

Joseph Novak

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

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

Exhibit B

CONFIRMATION OF ACCREDITED INVESTOR STATUS

(Joe) Joseph Novak  
Golden Road Investments, Inc.  
8316 Fern Lake Dr  
Ft Worth Texas 76137  
817 313 3825  
jnovak@privatemoneybillboard.com

Ladies and Gentlemen:

I, \_\_\_\_\_, hereby submit this Written Confirmation of Accredited Investor Status in favor of \_\_\_\_\_ (the “Investor”), in connection with the Investor’s proposed investment in the Company being made in reliance on the safe harbor exemption provided by Rule 506(c) of Regulation D of the Securities Act of 1933, as amended (and the rules and regulations promulgated thereunder) (the “Act”).

I hereby certify that I am:

- \_\_\_\_\_ Licensed as a registered broker-dealer by the Securities and Exchange Commission (“SEC”) and FINRA.
- \_\_\_\_\_ Licensed as a registered investment adviser by the SEC under the Investment Advisers Act of 1940, as amended.
- \_\_\_\_\_ Licensed as an attorney in the [State/Commonwealth] of \_\_\_\_\_.
- \_\_\_\_\_ A Certified Public Accountant.

I hereby confirm that I am familiar with the financial condition, income, and/or net worth of the Investor and I have taken reasonable steps to verify the Investor’s status as an “accredited investor,” as such term is defined in Rule 501 of Regulation D of the Act, within three months of this Written Confirmation, and I have determined that the Investor is an accredited investor.

Sincerely,

\_\_\_\_\_  
Signature Printed Name  
Date: \_\_\_\_\_

Contact Information:

Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## EXHIBIT C

### FOR NON-UNITED STATES (NON-USA) PERSONS ONLY:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISTRIBUTED DIRECTLY OR INDIRECTLY, IN THE USA, ITS TERRITORIES, POSSESSIONS, OR AREAS SUBJECT TO ITS JURISDICTION, OR FOR THE ACCOUNT OR BENEFIT OF A "U.S. PERSON" AS THAT TERM IS DEFINED IN RULE 902 OF REGULATIONS OF THE ACT, AT ANY TIME PRIOR TO ONE (1) YEAR AFTER THE ISSUANCE OF THESE SECURITIES, EXCEPT (i) IN CONJUNCTION WITH AN EFFECTIVE REGISTRATION STATEMENT FOR THE SHARES UNDER SUCH ACT, OR (ii) IN COMPLIANCE WITH AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT.

ANY SALES, TRANSFERS, ASSIGNMENTS OR DISTRIBUTIONS OF THE SECURITIES MUST BE MADE IN ACCORDANCE WITH THE PROVISIONS OF REGULATIONS OF THE ACT.

### OFFSHORE SUBSCRIPTION AGREEMENT

Dear Subscriber:

You (the "Subscriber") agree to purchase, and Golden Road Investments, Inc., a TX domestic corporation (the "Company") agrees to issue to you, units of our securities (the "Units") in our Company. The amount of your purchase is set forth on the signature page. Company will issue the Units to you when full payment by wire transfer is received and you are notified of acceptance by Company.

The following terms and conditions shall apply to this subscription.

1. Subscriber's Representations and Warranties. The Subscriber represents, warrants and agrees that:
  - (1) Information on Company. The Subscriber has been furnished with information concerning the purpose and operations of Company and such other matters as the Subscriber has requested, and has considered all factors the Subscriber deems material in deciding on the advisability of investing in the Units.
  - (2) Information on Subscriber. The Subscriber is experienced in investments and business matters, has made investments of a speculative nature and has such knowledge and experience in financial, tax and other business matters as to enable the Subscriber to utilize the information made available by Company to evaluate the merits and risks of and to make an informed investment decision with respect to the proposed purchase, which represents a speculative investment. The Subscriber has the authority and is duly and legally qualified to purchase and own the Units.

The Subscriber specifically warrants that he or she is able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

- (3) Purchase of Units. On the Closing Date, the Subscriber will purchase the Units for your own account and not with a view to any sale or other distribution thereof.
- (4) Compliance with Securities Act. The Subscriber understands and agrees that the Units have not been registered in Subscriber's jurisdiction or under the Securities Act of 1933, as amended (the "1933 Act") by reason of their issuance in a transaction that does not require registration under the 1933 Act, and that such Units must be held unless a subsequent disposition is registered under the 1933 Act or is exempt from such registration.
- (5) Restrictive Legend. The Units shall bear the following legend (the "Legend"):

THE STOCKHOLDER SHARE INTEREST UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). SUCH INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, ASSIGNED, TRANSFERRED, PLEDGED OR HYPOTHECATED TO ANY PERSON AT ANY TIME IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERING SUCH UNITS UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE CHIEF EXECUTIVE OFFICER OF Company TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED.

IN ADDITION, IN NO EVENT MAY UNITS BE OFFERED FOR SALE, SOLD, ASSIGNED, TRANSFERRED, PLEDGED OR HYPOTHECATED TO ANY PERSON FOR A PERIOD OF TWELVE MONTHS FROM THE DATE OF THE SALE THEREOF BY COMPANY, AND THE COMPANY WILL NOT RECOGNIZE NOR REGISTER ANY SUCH PURPORTED SALE, TRANSFER, ASSIGNMENT, PLEDGE OR HYPOTHECATION. ANY CONSENT(S) THEREAFTER MAY BE WITHHELD AT THE SOLE DISCRETION OF THE COMPANY

- (6) Transferability. Company need not register a transfer of any Units, and may also instruct its transfer agent not to register the transfer of the Units, unless the conditions specified in the foregoing Legend and under Regulation S are satisfied, to the extent applicable.
- (7) Correctness of Representations. The Subscriber represents that the foregoing representations and warranties are true and correct as of the date hereof and, unless the Subscriber otherwise duly notifies Company prior to the Closing Date (as hereinafter defined), shall be true and correct as of the Closing Date. The foregoing representations and warranties shall survive the Closing Date.
- (8) Offshore Transaction. The Subscriber represents and warrants to Company as follows:  
The Subscriber is not a "U.S. Person" as defined in Regulation S under the 1933 Act ("Regulation S"); specifically, the Subscriber is not:
  - (a) A natural person resident in the United States of America, including its territories and possessions ("United States");
  - (b) A partnership or limited partnership organized or incorporated under the laws of the United States;
  - (c) An estate of which any executor or administrator is a U.S. Person;
  - (d) A trust of which any trustee is a U.S. Person;
  - (e) An agency or branch of a foreign entity located in the United States;

- (f) A non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
- (g) A discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States;
- (h) A partnership or limited partnership:
  - (1) Organized or incorporated under the laws of any foreign jurisdiction; and
  - (2) formed by a U.S. Person principally for the purpose of investing in Units not registered under the 1933 Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Act) who are not natural persons, estates or trusts; and/or
  - (3) Purchasing the Units on behalf of any USA person and a sale of the Units has not been pre-arranged with a purchaser in the USA.

At the time, the buy-order for the Units was originated, the Subscriber was outside the United States.

All offers and sales of the Units prior to the expiration of a period commencing on the Closing Date (as defined herein) and ending one year thereafter (the "Distribution Compliance Period") shall only be made in compliance with Regulation S, pursuant to registration of the Units under the 1933 Act and applicable state securities laws or pursuant to an exemption from such registration; and all offers and sales after the expiration of the Distribution Compliance Period shall be made only pursuant to such registration or to such exemption from registration.

The Subscriber understands that the Units are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States and state securities laws and that Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Subscriber set forth herein and in the Subscription Agreement in order to determine the applicability of such exemptions and the suitability of the Subscriber to acquire the Units.

The purchase of the Units by the Subscriber is not a transaction (or an element of a series of transactions) that is part of any plan or scheme to evade the registration provisions of the 1933 Act.

2. Company Representations and Warranties. Company represents and warrants to and agrees with the Subscriber, except as disclosed in any Reports and Other Written Information, that:
- (1) Organization of company. Company is a corporation duly organized, validly existing and in good standing under the laws of the state of TX;
  - (2) Authority; Enforceability. This Agreement has been duly authorized, executed and delivered by Company and is a valid and binding agreement enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity; and Company has full power and

authority necessary to enter into this Agreement and to perform its obligations hereunder and all other agreements entered into by Company relating hereto.

(3) The Units. The Units upon issuance:

- (a) Are, or will be, free and clear of any security interests, liens, claims or other encumbrances, subject to restrictions upon transfer under the 1933 Act and State laws;
- (b) Have been, or will be, duly and validly authorized and on the date of issuance on the Closing Date, as hereinafter defined, will be duly and validly issued, fully paid and nonassessable;
- (c) Will not have been issued or sold in violation of any preemptive or other similar rights of the holders of any Units of Company; and
- (d) Will not subject the holders thereof to personal liability by reason of being such holders.

(4) Offshore Transaction. Company has not offered the Units to any person in the United States, any identifiable groups of U.S. citizens abroad or to any "U.S. Person" as that term is defined in Regulation S.

(5) Correctness of Representations. Company represents that the foregoing representations and warranties are true and correct as of the date hereof in all material respects and, unless Company otherwise notifies the Subscriber prior to the Closing Date, shall be true and correct in all material respects as of the Closing Date. The foregoing representations and warranties shall survive the Closing Date.

3. Exempt Offering. This Offering is being made pursuant to an exemption from the registration provisions of the Securities Act of 1933, as amended.

4. Miscellaneous.

(1) Notices. All notices or other communications given or made hereunder shall be in writing and shall be personally delivered or deemed delivered the first business day after being telecopied or emailed (provided that an original copy is delivered by first class mail) to the party to receive the same at its address set forth below or to such other address as either party shall hereafter give to the other by notice duly made under this Section:

(A) if to Company: to Golden Road Investments, Inc., c/o Joe Novak

(B) if to the Subscriber, to the name, address and fax number set forth on Schedule 1.

(2) Closing. The consummation of the transactions contemplated herein shall take place when Subscriber executes and delivers this document to Company and payment is received by Company. The date Company receives payment in full by wire shall be the closing date (the "Closing Date"). Company will cause the certificate evidencing the Units to be issued to Subscriber within 30 days of the Closing Date and in the manner described by Subscriber following his or her signature below.

(3) Entire Agreement; Assignment. This Agreement represents the Entire Agreement between the parties hereto with respect to the subject matter hereof and may be amended

only by a writing executed by both parties. No right or obligation of either party shall be assigned by that party without prior notice to and the written consent of the other party.

- (4) Execution. This Agreement may be executed by email transmission, and in counterparts, each of which will be deemed an original. Law Governing This Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of the county stated above, or in the federal courts with jurisdiction in the state of County as stated above. Both parties and the individuals executing this Agreement and other agreements on behalf of Company agree to submit to the jurisdiction of such courts and waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, disbursements and costs. In the event that any provision of this Agreement or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement.
- (5) Specific Enforcement; Consent to Jurisdiction. Company and Subscriber acknowledge and agree that irreparable damage may occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent or cure breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof or there is of, this being in addition to any other remedy to which any of them may be entitled by law or equity.
- (6) Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- (7) Captions. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way, define, limit, extend or describe the scope of this agreement.
- (8) Number and Gender. Whenever the singular number is used in this Agreement and when required by context, the same shall include the plural, and the masculine gender shall include the feminine and natural genders, and the words "person", "he" or "she" shall include a natural person, firm, partnership, corporation, trust, association of other form of legal entity. Any consent or action required or permitted to be given or made by a General Partner may be given or made by the General Partner.
- (9) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed by facsimile or email copies. The parties agree that facsimile or email copies of signatures have the same effect as original signatures and any or all of which documents may be signed by the General Partner on behalf of the Limited Partners as their attorney-in-fact.

