
EQUITY SHARES PURCHASE AGREEMENT

Dechert
LLP

This **PURCHASE AGREEMENT** (this “**Agreement**”) is dated _____ .

BETWEEN: _____

- (1) **THAT PERSON** set out in Schedule 2 (the “**Buyer**”); and
- (2) **ASPECTUS SECURE CAPITAL BUY AND SELL REAL ESTATE LLC**, a limited liability company incorporated in Dubai, United Arab Emirates with its registered office at Suite 302, Bay Square, Building 12, Business Bay, Dubai, United Arab Emirates (the “**Seller**”).

RECITALS

- (A) The Seller has, directly or indirectly, through (or for the benefit of) the Property SPV(s), the right to purchase the Property or Properties (as the case may be).
- (B) There are 1,000 shares issued in the capital of each Property SPV which constitutes 100% of the issued share capital of each Property SPV, and the Seller wishes to sell certain shares in the relevant Property SPV (representing an interest in the relevant Property) and the Buyer wishes to acquire an interest in the relevant Property through the sale and purchase of certain shares in the capital of the relevant Property SPV in accordance with the terms and conditions in this Agreement.

IT IS AGREED THAT:

1. DEFINITIONS

- 1.1 In this Agreement the following words and expressions shall have the following meanings:

“**ADGM**” means the Abu Dhabi Global Market;

“**Agreement to Lease**” means the Agreement to Lease between the relevant Property SPV and the Seller, a copy of which shall be provided to the Subscriber within 14 days of the acquisition and receipt of title deed for the Property;

“**Anti-Money Laundering Legislation**” means any rules or regulations issued by the UAE, or any other applicable governmental authority from time to time with respect to money laundering and bribery and corruption;

“**Articles**” means the articles of association of the relevant Property SPV, a copy of which has been provided to the Buyer;

“**Encumbrance**” means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, or another type of agreement or arrangement having similar effect, and “**Encumbered**” shall be construed accordingly;

“**Equity Shares**” means that number of shares in the capital of each Property SPV being acquired by the Buyer set out in Schedule 2;

“**Full Subscription Date**” means the date when all shares in the relevant Property SPV have been sold and transferred, or such earlier date at the election of the Seller;

“**Handover Date**” means the date that the Off-Plan Property is due to be completed and handed over, as set out in Schedule 4;

“**Information Pack**” means the information pack provided to the Buyer in respect of the proposed transaction and relevant Property SPV, as amended and/or supplemented from time to time;

“**Off-Plan Property**” means an off-plan property that is under development and construction;

“**Power of Attorney**” means the power of attorney granted by the relevant Property SPV to the Seller to empower it to consummate the purchase of the Property of the relevant Property SPV and undertake management of the relevant Property SPV and Property

“**Property**” means each property with the details set out in Schedule 4;

“**Property SPV**” means the limited liability company in relation to each Property with the details set out in Schedule 5;

“**Resolutions**” of each Property SPV attached hereto at Schedule 7;

“**Seller’s Account**” means the bank escrow account of the Seller with the following details:

AED ACCOUNT

<i>Account Name:</i>	Mohammed Al Dahbashi
<i>Account Number:</i>	3708209378502
<i>Bank Name:</i>	Emirates Islamic Bank PJSC
<i>Branch Address:</i>	Ground Floor, Al Kharbash Building, 335A, next to Shangrila Hotel, Sheikh Zayed Road, Dubai, UAE
<i>IBAN:</i>	AE700340003708209378502
<i>SWIFT CODE:</i>	MEBLAEADXXX

USD ACCOUNT

<i>Account Name:</i>	Mohammed Al Dahbashi
<i>Account Number:</i>	3708209378503
<i>Bank Name:</i>	Emirates Islamic Bank PJSC
<i>Branch Address:</i>	Ground Floor, Al Kharbash Building, 335A, next to Shangrila Hotel, Sheikh Zayed Road, Dubai, UAE
<i>IBAN:</i>	AE430340003708209378503
<i>SWIFT CODE:</i>	MEBLAEADXXX

“**UAE**” means the United Arab Emirates.

2. PURCHASE OFFER

At Completion (as defined below) the Seller agrees to sell and transfer to the Buyer, and the Buyer agrees to purchase from the Seller, all of the Seller’s rights, title and interest in and to the relevant Equity Shares free and clear of any Encumbrances and subject to the terms and conditions of this Agreement.

3. PAYMENT OF THE PURCHASE PRICE; RETURN

3.1 The consideration for the purchase of the relevant Equity Shares shall be such amount set forth in Schedule 2 under the heading “Purchase Price” for such Property SPV (the “**Purchase Price**”). The Purchase Price shall be payable in accordance with the payment schedule in Schedule 6.

3.2 In consideration for payment of the relevant Purchase Price, from the date of receipt by the Seller of the entire Purchase Price in the Seller’s Account, until the earlier of (a) the date the relevant Property is acquired by the relevant Property SPV (as shown in the title deed), and (b) termination of this Agreement (as applicable), the Seller shall pay to the Buyer a return on the

Purchase Price for such Property SPV at a rate of 6% per annum (the “**Return**”). The Return shall be payable:

- (a) in respect of a Property that is not an Off-Plan Property, at the date at which either (a) or (b), as the case may be, occurs; or
- (b) in respect of a Property that is an Off-Plan Property, quarterly, in arrears from the date of this Agreement until either (a) or (b), as the case may be, occurs (pro-rated for the final quarter).

3.3 If the Buyer fails to pay the relevant Purchase Price in accordance with the payment schedule set forth in Schedule 6, the Seller shall provide the Buyer with written notice informing it of the default and requiring it to remedy the default within five days of the date of the notice. If the Buyer fails to remedy its payment default within such prescribed period, then without prejudice to any of its rights and remedies against the Buyer, the Seller shall have the right to terminate this Agreement with respect to that Property or all Properties upon written notice to the Buyer and shall be entitled to retain all of the Purchase Price(s) paid up to such date for its own benefit and account.

3.4 If the Buyer pays a Purchase Price, or any portion thereof, by way of credit card, the Buyer shall bear the charges imposed on the credit card payment in addition to the relevant Purchase Price (or portion thereof). Such fees are 2.25% of the relevant payment for credit cards issued in the UAE and 2.25% of the relevant payment for credit cards issued outside of the UAE.

4. COMPLETION

4.1 Completion of the sale and purchase of the relevant Equity Shares will take place promptly following payment of the Purchase Price by the Buyer in full (“**Completion**”). Completion for each Property SPV shall take place at the relevant time on a standalone basis.

4.2 At Completion:

- (a) the Seller shall date and release the relevant Transfer Instrument (as defined below);
- (b) the Seller shall file all relevant documents with the Registrar of Companies in the ADGM to register the transfer of the relevant Equity Shares to the Buyer; and
- (c) the Seller shall, within 14 days of the date of Completion, provide to the Buyer a share certificate evidencing the transfer of the relevant Equity Shares to the Buyer.

5. DELIVERY OF DOCUMENTATION

5.1 On the date hereof, the Buyer has delivered to the Seller the following signed documentation (the “**Closing Documents**”):

- (a) a share transfer instrument in respect of the sale and transfer of each of the Equity Shares to the Buyer in the form provided by the Seller (the “**Transfer Instrument**”); and
- (b) a signed copy of the Resolutions for each Property SPV.

5.2 The Buyer authorises the Seller to release the (a) relevant Transfer Instrument at the relevant Completion, and (b) the relevant Resolutions on the relevant Full Subscription Date.

5.3 Until the Full Subscription Date, the Buyer agrees not to take any action to change the composition of the board of directors of the relevant Property SPV.

6. CLOSING OF THE PURCHASE OF THE PROPERTY

- 6.1 Following (a) the relevant Full Subscription Date in the case of a non-Off-Plan Property, and (b) the relevant Handover Date, in the case of an Off-Plan Property, the Seller, in accordance with and pursuant to the relevant Resolutions and the relevant Power of Attorney shall, as soon as practicable, for and on behalf of the relevant Property SPV, consummate the acquisition of the relevant Property in the name of the relevant Property SPV.
- 6.2 The Seller shall have no liability in respect of the consummation of the purchase of a Property if the Buyer, and the buyers under other purchase agreements in relation to the Property SPV for such Property, have not provided the relevant KYC and information in order for the Seller to consummate the purchase of the relevant Property or have hindered such acquisition.
- 6.3 The Buyer shall provide all assistance as requested by the Seller, and sign any documents and instruments necessary or desirable to consummate the purchase of each Property.
- 6.4 If the acquisition of a Property is not consummated within six months of (a) the Full Subscription Date in the case of a non-Off-Plan Property in relation to the relevant Property SPV, or (b) the Handover Date in the case of an Off-Plan Property in relation to the relevant Property SPV, the Buyer shall have the right to require that the Seller purchase the relevant Equity Shares from the Buyer for an amount equal to the applicable Purchase Price for those Equity Shares with all accrued and unpaid Return thereon at such time, except that such Return shall be deemed waived if the failure to consummate the acquisition of the relevant Property was caused by the fault of the Buyer, and in such cases the Seller shall be entitled to deduct its costs and expenses incurred in connection with the entry into this Agreement and carrying its obligations hereunder.
- 6.5 If a Property is an Off-Plan Property, in order to provide security to the Buyer regarding payment of the payment of the Return for such Property, the Seller shall, at the election of the Buyer, provide the Buyer with (a) post-dated cheques (dated on each relevant Return payment date), or (b) wire transfer confirmations (dated on each relevant Return payment date), in each case from the date of this Agreement to the proposed Handover Date of the relevant Property in respect of the Return payments that the Buyer is due to receive.

7. BUY-BACK GUARANTEE

- 7.1 The Buyer shall have the right (but not the obligation) exercisable in his/her sole discretion to require that the Seller acquires from the Buyer such percentage of the Equity Shares, at such times, and at such price, as set out as follows (the “**Buy-Back Right**”).

Buy-Back Right Timing (Anniversary of the Completion)	Percentage of Equity Shares Subject to the Buy-Back Right	Purchase Price Payable (as a percentage of the Purchase Price)
6 th Anniversary	50%	50%
7 th Anniversary	58%	58%
8 th Anniversary	66%	66%
9 th Anniversary	74%	74%
10 th Anniversary	82%	82%
11 th Anniversary	90%	90%
12 th Anniversary	100%	100%

In each case the price payable for the relevant Equity Shares shall be less the Buyer’s pro rata share of any liabilities of the relevant Property SPV that exist at such time.

- 7.2 The Buy-Back Right shall be exercisable only once and if not exercised at the relevant time set out in clause 7.3, shall lapse. For the avoidance of doubt, the Buy-Back Right shall be applicable each Property SPV individually if this Agreement applies to more than one Property.
- 7.3 The Buyer may exercise the Buy-Back Right by giving an irrevocable written notice to the Seller no later than three months prior to the date when the Buy-Back Right is exercisable (an “**Exercise Notice**”). Upon receipt of an Exercise Notice, promptly following the relevant anniversary of the date of the relevant Completion set out above, the parties shall promptly exercise all relevant instruments to transfer the relevant Equity Shares (or portion of the relevant Equity Shares, if applicable) from the Buyer to the Seller free and clear of all Encumbrances. Upon registration of the transfer of the relevant Equity Shares (or portion of the relevant Equity Shares, if applicable) to the Seller, the Seller shall pay the relevant purchase price to the account of the Buyer within 90 days of the relevant anniversary of the date of Completion.
- 7.4 In order to secure payment of the Buy-Back Right, the Seller shall enter into an underwriting agreement, evidence of which shall be provided to the Buyer upon request.
- 7.5 The Buy-Back Right shall lapse and no longer be exercisable in the event that the relevant Property is sold, assigned, mortgaged, or otherwise Encumbered, by the applicable Property SPV.
- 7.6 The Buy-Back Right will be properly recorded in the Seller’s financial statements, and constitute a liability and obligation of the Seller, until satisfied or terminated hereunder.

8. BUYER REPRESENTATIONS AND WARRANTIES

- 8.1 The Buyer hereby represents and warrants to the Seller that each representation and warranty contained in Schedule 1 is, in respect of each Property SPV, true, accurate and not misleading on the date of this Agreement and on the date that Completion for the relevant Equity Shares takes place.
- 8.2 Each representation and warranty contained in Schedule 1 or made in writing by the Buyer in connection with the transactions contemplated by this Agreement shall survive the execution and delivery of this Agreement and the transfer of the Equity Shares to the Buyer.

9. SELLER REPRESENTATIONS AND WARRANTIES

- 9.1 The Seller represents and warrants to the Buyer that each of the following warranties in respect of each Property SPV is true, accurate and not misleading as at the date of this Agreement:

(a) Equity Shares

- (i) The Equity Shares are sold free and clear of Encumbrances.
- (ii) The total issued share capital in the relevant Property SPV is 1,000 shares, and on the Full Subscription Date in relation to such Property SPV there will be no more than 20 shareholders in each Property SPV

(b) Authority and Enforceability

It has the requisite power, authority and legal capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by it, and, assuming the due authorisation, execution and delivery hereof and thereof by the other party, constitutes the valid and binding obligation of it, enforceable against the other party in accordance with its terms.

(c) No Conflicts; Consents

Neither the entering into nor the delivery of this Agreement nor the completion of the transactions contemplated hereby by it will result in the violation or termination of or default under or in any way conflicts with:

- (i) any applicable law or permit; or
- (ii) its constitutional documents.

9.2 The Seller shall not make any amendments to any Agreement to Lease or Articles, except as approved by the Property SPV relevant thereto following the applicable Full Subscription Date.

10. CONFIDENTIALITY

10.1 No party shall make or permit any person connected with it to make any announcement concerning this Agreement or any ancillary matter except as required by law or any competent regulatory body or with the prior written approval of the other party, such approval not to be unreasonably withheld or delayed.

10.2 For the purposes of this clause “**Confidential Information**” means all information of a confidential and proprietary nature disclosed by whatever means by one party (the “**Disclosing Party**”) to any other party (the “**Receiving Party**”).

10.3 Each party undertakes to keep the Confidential Information confidential and not disclose it to any person, other than as permitted under this clause and except (a) as required by any law or by regulation, or (b) as required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body.

10.4 The Seller may disclose Confidential Information relating to the sale and purchase contemplated hereunder for its internal and external reporting purposes, provided that it shall not disclose the identity of the Buyer except with prior written approval of the Buyer.

11. INFORMATION REQUIREMENTS

11.1 The Buyer shall provide certain information and documents to the Seller as requested by it in relation to KYC and AML requirements, including, but not limited to, the information and documents listed in Schedule 3 (“**KYC**”). The Buyer understands and accepts that if the Seller does not receive satisfactory KYC, it shall have the right to terminate this Agreement. The Buyer understands that enhanced due diligence may need to be undertaken where the Buyer is a senior political figure, or an immediate family member or close associate of a senior political figure, or acting on behalf of a senior political figure. The Seller reserves the right, at any time, to request such additional information as is necessary to verify the identity of the Buyer and to effect the purchase of a Property by the relevant Property SPV. The Seller may disclose and transfer such information to the auditors, including any of its employees, officers, directors and agents and/or to the ultimate holding or affiliates or to any third party employed to provide administrative, legal, computer or other service or facilities to any person to whom data is provided or may be transferred as aforesaid and/or to any regulatory authority entitled thereto by law or regulation (whether statutory or not), which persons may be persons outside the ADGM and the UAE.

11.2 The Buyer shall provide all relevant assistance and sign any documentation or instruments required and requested by the Seller in order for the Seller to consummate the acquisition of each Property for and on behalf of the relevant Property SPV

12. MISCELLANEOUS

- 12.1 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.
- 12.2 The liability of the Seller under this Agreement, except in respect of fraud or fraudulent misrepresentation, shall not exceed the Purchase Price.
- 12.3 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions of this Agreement and the remainder of the affected provision.
- 12.4 This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, supersedes all previous agreements and understandings between the parties with respect thereto. Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are by this Agreement excluded to the fullest extent permitted by law. Nothing in this Agreement shall be read or construed as excluding any liability or remedy as a result of fraud.
- 12.5 If this Agreement applies to more than one Property, it is intended that the acquisition of Equity Shares in each Property SPV relating to each Property is to be treated as individual acquisitions, save where expressly stated otherwise in this Agreement.

13. NOTICES AND SERVICE

- 13.1 Any notice or other communication to be given under or in connection with this Agreement shall be in the English language in writing and signed by or on behalf of the party giving it and marked for the attention of the other party. A notice may be delivered personally, sent by email or international courier to the address provided in the preamble (or such other address notified from time to time).
- 13.2 A notice shall be deemed to have been received:
- (a) at the time of delivery if delivered personally or if sent by email; or
 - (b) three working days after the time and date of posting if sent by international courier, provided that if deemed receipt of any notice occurs after 6.00 p.m. or is not on a working day, deemed receipt of the notice shall be 9.00 a.m. on the next working. References to time in this clause are to local time and working days in the country of the addressee.

14. ASSIGNMENT

The rights and benefits of each party under this Agreement may not be assigned without the prior written consent of the other party, provided that the Buyer shall be entitled to assign its rights under clause 7 to any person that it transfers the Equity Shares subject to the Buyer having received KYC regarding such proposed purchaser and being satisfied with the identity of the proposed purchaser.

15. GOVERNING LAW AND JURISDICTION

- 15.1 This Agreement, any non-contractual obligations arising out of or in connection with it and the arbitration agreement set forth in this clause, shall be governed by, and construed in accordance with, the laws of the ADGM.
- 15.2 Any dispute shall be referred to and finally resolved by arbitration under the DIFC-LCIA Arbitration Rules, as amended from time to time (the “**Rules**”). The Rules are incorporated by reference into this clause. The number of arbitrators shall be one appointed in accordance with the Rules. The seat or legal place of, and the physical venue for, the arbitration shall be Dubai International Financial Centre, Dubai, United Arab Emirates. The language used in the arbitral proceedings shall be English. Notwithstanding any provision to the contrary in the Rules, the Parties agree that any arbitrator (including the presiding arbitrator) may have the same nationality as any party to the arbitration.

16. LANGUAGE

If this Agreement is executed in dual languages, the language of this Agreement and the transactions envisaged by it is English and all notices to be given in connection with this Agreement must be in English. All demands, requests, statements, certificates or other documents or communications to be provided in connection with this Agreement and the transactions envisaged by it must be in English or accompanied by a certified English translation; in this case, the English translation prevails unless the document or communication is a statutory or other official document or communication. In the event of any conflict or discrepancy between the English and Arabic versions of this Agreement, the English version of this Agreement shall prevail.

IN WITNESS WHEREOF each party has executed this Agreement on the date hereof.

**ASPECTUS SECURE CAPITAL BUY AND
SELL REAL ESTATE LLC**

)
)
)
Name:
Title: CEO

Buyer's Name:

)
)
)

SCHEDULE 1
REPRESENTATIONS AND WARRANTIES

1. The Buyer has received, carefully read and understands the Information Pack, this Agreement, the Resolutions, the Transfer Instrument, Articles, and Power of Attorney (the “**Suite of Documents**”) and that, in making its decision to acquire the Equity Shares the Buyer has relied solely upon the Suite of Documents and any independent investigations made by the Buyer. The Buyer is not relying on the Seller for any tax, legal or financial advice in respect of the acquisition of the Equity Shares.
2. The Buyer has reviewed the Suite of Documents with such financial, business, legal and tax advisors as it has deemed necessary, and has determined that the acquisition of the Equity Shares is suitable in light of his/her financial condition and risk preferences.
3. The Buyer has the requisite power and authority to execute this Agreement and to purchase and hold the Equity Shares.
4. The Agreement when executed will be a valid and binding obligation of the Buyer enforceable in accordance with its terms under the laws and regulations, except insofar as enforcement may be limited by bankruptcy, insolvency or other laws relating to or affecting enforcement of creditors’ rights or general principles of equity.
5. The Purchase Price paid to the Seller under this Agreement, do not derive from any unlawful activities under applicable anti-money laundering or anti-corruption legislation.
6. The Buyer will provide additional documentation and information at any time to verify identity if requested by the Seller in accordance with the requirements, present or future, of applicable anti-money laundering legislation, the policies and procedures of the Seller, the policies and regulations of the Organisation for Economic Cooperation and Development, and any rules and regulations thereunder, or the requirements in the ADGM, UAE or of any other jurisdiction whose regulations apply to the Seller, or which is otherwise deemed desirable by the Seller. The Buyer hereby represents that all documentation it provides to the Seller is true, complete and accurate.
7. The Buyer understands that enhanced due diligence may need to be undertaken, and the Seller reserves the right to decline the subscription, where the Buyer is a senior political figure, or an immediate family member or close associate of a senior political figure or acting on behalf of a senior political figure.
8. The information provided in Schedule 2 and provided pursuant to Schedule 3 is true, accurate and complete.
9. The Buyer expressly agrees and acknowledges that if he/she defaults in making any payment of the Purchase Price when due, the Seller has the right to terminate this Agreement and retain all or any portion of the Purchase Price paid to date.

I acknowledge and agree that I have read and understand the above representations and warranties.

Name:

Signature:

**SCHEDULE 2
BUYER DETAILS**

Full Name:	[__]
Passport No. / Emirates ID No.:	[__]
Percentage of Equity Shares:	[__]
Purchase Price:	USD [__] / AED [__]
Current Address (not a P.O. Box):	[__]
Email Address:	[__]
Date of Birth:	[__]
Place of Birth:	[__]
Nationality:	[__]

**SCHEDULE 3
ANTI-MONEY LAUNDERING
DUE DILIGENCE AND IDENTITY VERIFICATION REQUIREMENTS**

The Buyer is required to provide the following identification documents to verify its identity:

1. a certified passport copy
2. a certified copy of an original recent (i.e., no more than six months old) utility bill or other form of proof of address showing the individual's name and home address

All copy documents must be certified by a suitable certifier, which includes such professionals as an attorney, accountant, notary public, judge, real estate broker or professional, senior civil servant, government official or director or manager of a regulated credit or financial institution. The certifier should provide their name, signature, title, employer name or occupation and the date of certification. Preferably the certification should also read as *"This document is certified as a true and accurate copy of the original"*.

**SCHEDULE 4
THE PROPERTY(IES)**

Sr No	Property	Unit / Villa No	Street	Area	City/Region /Country	Developer	Proposed Handover Date (if applicable)	Percentage of Equity Shares Purchased
1	[]	[]	[]	[]	[]	[]	[]	[]

**SCHEDULE 5
THE PROPERTY SPV(S)**

Address:	2428 ResCo-work03, 24, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, United Arab Emirates
Legal Form:	Limited Liability Company
Place of Incorporation:	Abu Dhabi Global Market
Director(s):	Aspectus Secure Capital Buy and Sell Real Estate LLC & CEO
Issued Share Capital:	1,000 Equity shares
Shareholder:	Aspectus Secure Capital Buy and Sell Real Estate LLC

Company Name	Property Name	Register No	Date of Incorporation	No of Share Purchased
[]	[]	[]	[]	[]

SCHEDULE 6
PAYMENT SCHEDULE

Sr No	Payment Type	Amount (in AED)	Amount (in USD)	Percentage of Purchase Price	Due Date	Payment Method
1	Investment Reservation Deposit	[]	[]	[]%	[]	CC / WT / CRYPTO
2	Balance	[]	[]	[]%	[]	CC / WT / CRYPTO
Total		[]	[]	[]%	[]	CC / WT / CRYPTO

**SCHEDULE 7
RESOLUTIONS**

**UNANIMOUS WRITTEN RESOLUTIONS OF THE SHAREHOLDERS OF
SPV COMPANY
(the “Company”)**

Dated (_____)

We, the undersigned being all the shareholders (the “**Shareholders**”) of the Company, a special purpose vehicle, organised and existing under the laws of Abu Dhabi Global Market, having its registered address at 2428 ResCo-work03, 24, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates (the “**Company**”) consent to the passing of the following resolutions by unanimous written resolution:

RATIFICATION AND APPROVAL OF AGREEMENTS

NOTED, that the Company has entered into that certain (a) agreement to purchase a property, with such details as per Schedule 4 of the Equity Shares Purchase Agreements (entered into between Aspectus Secure Capital Buy and Sell Real Estate LLC and each Shareholder), in connection with the acquisition of a property in Dubai (“**Property**”), (b) agreement to lease with Aspectus Secure Capital Buy and Sell Real Estate LLC, in connection with the lease of the Property, and (c) power of attorney granted in favour of certain persons to consummate the acquisition of the Property (collectively, the “**Documents**”).

NOTED, that (a) Aspectus Secure Capital Buy and Sell Real Estate LLC, and (b) CEO, have been appointed as directors of the Company (the “**Directors**”).

RESOLVED, that the entry into the Documents and actions to be carried out thereunder be and are hereby approved and ratified in their entirety.

FURTHER RESOLVED, the appointment of the Directors be and is hereby approved and ratified.

GENERAL

RESOLVED, that the Directors are singly authorised, empowered and directed for and on behalf and in the name of the Company, to execute and deliver such other agreements, certificates, instruments, notices and other documents, or to effect any necessary filings with any and all appropriate regulatory authorities, or to take such further actions, as may be required or as he deems necessary, advisable or proper in order to carry out the actions contemplated by, and the purposes and intents of, the foregoing resolutions and giving effect to the Documents; all such agreements or filings to be executed or delivered in such a form, and all such actions to be performed in such a manner, as the person executing, delivering or performing the same shall approve, the execution, delivery or performance thereof by him to be conclusive evidence of the approval thereof by the directors or such officer and by the Company.

FURTHER RESOLVED, that any and all acts and deeds of any directors or officers taken prior to the date hereof in order to carry out the intent and accomplish the purposes of the foregoing resolutions are hereby ratified, authorised, approved, adopted, and confirmed in all respects as the acts and deeds of the Company.

FURTHER RESOLVED, that these written resolutions may be executed in any number of counterparts and by the directors on separate counterparts, and each counterpart shall constitute an original of these written resolutions, but together the counterparts shall constitute on document.

Name: (_____)

Signature (_____)