THE INTERESTS OFFERED PURSUANT TO THIS PRIVATE PLACEMENT MEMORANDUM HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "***SECURITIES ACT***"), AND MAY ONLY BE OFFERED OR SOLD IN THE UNITED STATES TO "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT.

THIS PRIVATE PLACEMENT MEMORANDUM, THE INFORMATION PROVIDED HEREIN AND ANY ADDITIONAL INFORMATION OR MATERIALS PROVIDED TO YOU IN CONNECTION HEREWITH OR THE CONTEMPLATED SALE AND ANY ADDITIONAL COMMUNICATIONS RELATED TO THE CONTEMPLATED OFFERING ARE CONFIDENTIAL. YOU MAY NOT COPY THIS DOCUMENT (EXCEPT THAT YOU MAY MAKE COPIES FOR YOUR ADVISORS). YOU MAY USE THIS DOCUMENT ONLY TO EVALUATE THE CONTEMPLATED OFFERING. THIS DOCUMENT SHOULD NOT BE DEEMED TO CONSTITUTE OR CONTAIN ANY LEGAL, TAX OR INVESTMENT ADVICE. YOU SHOULD CONSULT YOUR OWN ADVISORS FOR SUCH ADVICE.

TREASURE EXPERIENCE, LLC

Private Placement Memorandum

Purchase of TRZX TOKENS

Regulation D Offering of up to
$2,500,000

SEE "SUMMARY OF THE OFFERING" FOR PRICING AND OTHER INFORMATION
DECEMBER 8, 2024

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This Private Placement Memorandum (this "***Private Placement Memorandum***" or "***Memorandum***") has been prepared by TREASURE EXPERIENCE, LLC **("we", "our", "us", "Treasure Experience",** or the **"Token Issuer"**) for use only by **"Accredited Investors"* ("you", "your"**, or the **"Purchaser (s)"**) to whom we are offering, pursuant to Section 4(a)(2) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder and other exemptions of similar import in the laws of the states and other jurisdictions where the offering will be made (the **"Offering"**), for one or more TRZX Tokens **("TRZX"** or **"Tokens"**) as described in this Memorandum. The Tokens and our overall strategy and business model are more fully described in the Token Issuer's Deck and Business Plan attached and incorporated into this Memorandum as Exhibit A.

The foregoing right to acquire TRZX Tokens will be embodied in, and documented by, a Token Purchase Agreement with respect to the TRZX Tokens (as may be amended, restated and/or otherwise modified from time to time, a "**TPA**"; and together with the TRZX Tokens, the "**Interests**") to be entered into between the Company and the qualified purchasers purchasing such Interests in the Offering. The form of our Token Purchase Agreement, or **"TPA"** is attached and incorporated into this Memorandum in Exhibit C. There can be no assurance our objectives may be achieved. (See "Risk Factors").

The Company is the sole issuer of any Interests (defined above) being offered and sold pursuant to this Memorandum. No public market for the TRZX Tokens currently exists or may ever develop, or, if a public market in TRZX Tokens develops, it may do so without the involvement of the Company.

The TRZX Tokens purchased may be subject to restrictions on transferability and resale, and generally may not be transferred or resold except as specified herein and in the applicable Offering Document. For purposes of this Memorandum, "***Offering Document***" means this Memorandum, TPA, and the TRZX Token Terms and Conditions (as defined below). Purchasers of TRZX Tokens should be aware that they will be required to bear the financial risks of this purchase for an indefinite period of time.

Unless otherwise provided by the Company, all purchases must be made via the offering platform at https://republic.com/TRZX (the "***Offering Platform***") in accordance with the instructions and terms of sale set forth therein. Purchases may be made in US dollars (via credit card), USD Coin (USDC), and USD Tether (USDT) during the Offering Period (as defined in "Summary of the Offering"); provided that the Company may elect to accept other forms of payment on an as-converted to USD basis in its sole discretion and subject to acceptance by Stripe, Inc., the financial institution providing cryptocurrency payment processing services to the Offering. The Company reserves the right to discontinue accepting any type of consideration in its sole discretion. The USD exchange rate for USDC and USDT or other forms of payment shall be determined solely by the Company or its assignee or agent in accordance with reasonable and accepted market practices. Such currencies are subject to fluctuation in the rate of exchange and, in the case of digital assets, exchange valuations. Such fluctuations may have an adverse effect on the value, price or returns of a purchase.

THE INTERESTS RECEIVED (IF ANY) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, OR ANY OTHER LAW OR REGULATION GOVERNING THE OFFERING, SALE OR EXCHANGE OF SECURITIES IN THE UNITED STATES OR ANY OTHER JURISDICTION. THIS OFFERING IS BEING MADE WITHIN THE UNITED STATES TO "ACCREDITED INVESTORS" (AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT). THE INTERESTS MAY NOT BE TRANSFERRED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE AND FOREIGN SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

As a Token Purchaser, you will be required to execute a Token Purchase Agreement (as amended, restated and/or otherwise modified from time to time), which is attached to and incorporated into this Memorandum in order to purchase Tokens. This Memorandum contains a summary of the Token Purchase Agreement, the Tokens, and certain other documents referred to herein. However, the summaries in this Memorandum do not purport to be complete, are subject to amendment, restatement, and modification, and are subject to and qualified in their entirety by reference to the actual text of the relevant document, copies of which will be provided to each prospective Purchasers upon request. Each prospective Purchaser should review the Token Purchase Agreement and such other documents set forth in this Memorandum for complete information concerning the rights, privileges and obligations of Token Purchasers. If any of the terms, conditions or other provisions of the Token Purchase Agreement or such other documents are inconsistent with or contrary to the descriptions or terms in this Memorandum, this Memorandum shall prevail. We reserve the right to modify the terms of the Offering and the Tokens described in this Memorandum without notice, and the Tokens are offered subject to the Token Issuer's ability to reject any commitment in whole or in part for any or no reason.

Any Tokens purchased hereunder and will not be registered under the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act"), or any United States state securities laws or the laws of any non-U.S. jurisdiction. The Tokens will be offered and sold in the United States only under the exemption provided by Section 4(a)(2) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder, or to non- U.S. Persons who are not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the U.S. Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the Offering will be made. We will not be registered as an investment company under the United States Investment Company Act of 1940, as amended (the "Investment Company Act"). Consequently, Purchasers will not be afforded the protections of the Investment Company Act.

The Tokens described in this Memorandum are subject to restrictions on transferability and resale and may not be transferred or resold unless an exemption from registration is available. Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same. Please consult with your own securities counsel as to such matters. Purchasers should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time.

A purchase of TRZX and the Tokens involves a high degree of risk, volatility, and illiquidity. A Prospective Purchaser should thoroughly review the information contained herein and the terms of the Token Purchase Agreement, and carefully consider whether a purchase of the TOKEN is suitable to the Purchaser's financial situation and goals.

No person has been authorized to make any statement concerning the Token Issuer or the sale of the Tokens discussed herein other than as set forth in this Memorandum, and any such statements, if made, must not be relied upon.

Purchasers should make their own investigations and evaluations of the Tokens that will be delivered pursuant thereto, including the merits and risks involved in an investment therein. Prior to any subscription, the Token Issuer will give Purchasers the opportunity to ask questions of and receive answers and additional information from it concerning the terms and conditions of the Offering and other relevant matters to the extent the Token Issuer possesses the same or can acquire it without unreasonable effort or expense. Purchasers should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of the Tokens upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding and disposition. This Memorandum does not constitute legal, tax, or financial advice from the Token Issuer and/or any of its Affiliates, counsel, advisors, or consultants. You should retain your own advisors to advise you in such matters prior to subscribing.

This Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the U.S. Securities and Exchange Commission nor any other U.S. federal, state or non-U.S. regulatory authority has approved a purchase of the Tokens. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Memorandum, nor is it intended that the foregoing authorities will do so. Any representation to the contrary is a criminal offense.

Investments in the Token are denominated in United States dollars (USD $). Purchasers may tender United States dollars, US dollars (via credit card), USD Coin (USDC), and USD Tether (USDT) in exchange for the Tokens. However, we reserve the right to change the currencies, tokens, or other considerations accepted without additional notice. Such currencies are subject to any fluctuation in the rate of exchange and, in the case of digital assets, the exchange values. Such fluctuations may have a material adverse effect on the value, price or income of a Purchaser's purchase of the Tokens.

	Price to Purchasers	**Selling Commissions**	**Proceeds to Token Issuer**
Minimum Subscription (4)(6)	USD $1,000 (3)	(see Footnote 1 below)	USD $1,000
Total Maximum (2)(5)(6)	USD $5,000,000	(see Footnote 1 below)	USD $2,500,000
Reg D	USD $2,500,000		
Reg S	USD $2,500,000		

FOOTNOTES:

(1) The Offering will be conducted by the officers, directors, and personnel of the Token Issuer (see "Executive Management Team"). Additionally, the Token Issuer has engaged OPENDEAL BROKER, LLC, OPENDEAL BROKER, ("ODB") member FINRA/SIPC, act as the broker/dealer of record in order to assist with the facilitation of the Token Offering, including but not limited to, KYC/AML reviews and overseeing the whitelisting and onboarding of investors in connection with the sale of Offered Instruments by the Company on the OPENDEAL BROKER, LLC, OPENDEAL BROKERS platform ("Platform"). For these services, OPENDEAL BROKER, LLC, OPENDEAL BROKER, ("ODB") a fee of six percent (6%) of the funds raised through this Offering.

(2) Before deducting expenses payable directly by the Token Issuer or reimbursable to Affiliates, including, but not limited to, due diligence, marketing, legal, compliance, accounting, bookkeeping, administrative, printing, Offering, and/or other non-accountable expenses incurred in connection with the Offering (See "Estimated Use of Proceeds") or compensation to our Token Issuer and/or its affiliates in connection with their management of Token Issuer affairs (See "Conflicts of Interest" and "Compensation").

(3) The minimum subscription amount may be waived in our sole discretion. The Offering may be extended, withdrawn, or closed at any time in our sole discretion without notice.

(4) All funds for the purchase are held in escrow until verified by both Company and ODB.

(5) The Offering may be closed or modified or amended or expanded at any time without notice for any or no reason.

(6) The Subscription Price of TRZX is equal to USD $1.00 per TRZX ("TRZX Token") However, Purchasers that purchase prior to January 19, 2025 will receive a 10% discount. To receive TRZX Tokens at $0.90 per TRZX Token a) a purchaser's payment and all required documents for the offering must be paid in full by 12:00 AM EDT on February 1, 2025.

TRZX TOKEN HOLDING PERIOD

TRZX Tokens are being offered from the United States of America and according to the laws of the U.S.A., Treasure Experience, LLC is offering the TRZX Tokens pursuant to Section 4(a)(2) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder. Purchase of TRZX Tokens through our Offering Memorandum will be a Token Purchase Agreement. As a general rule, the Tokens shall be deemed restricted in accordance with the Securities Act for at least twelve (12) months unless availed of an exemption. Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same, or holding periods allowed to non-U.S. Persons who are not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the U.S. Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the Offering will be made, for one or more Tokens as described in this Memorandum. Please consult with your own securities counsel as to such matters.

A purchase of the TRZX Tokens involves a high degree of risk, including the risk of a total loss of principal, volatility and illiquidity. A prospective purchaser should thoroughly review the confidential information contained herein and the terms of the applicable Offering Documents, and carefully consider whether a purchase of the TRZX Tokens or receipt of TRZX Tokens is suitable to such prospective purchaser's financial condition and goals. See "Risk Factors" below.

Neither the U.S. Securities and Exchange Commission nor any government or state securities commission has approved or disapproved of this offering or passed upon the adequacy or accuracy of the information herein. Any representation to the contrary is a criminal offense.

THIS OFFERING IS MADE ONLY TO "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D UNDER THE SECURITIES ACT WITHIN THE UNITED STATES IN JURISDICTIONS WHERE THE OFFER AND SALE OF THE TRZX TOKENS IS PERMITTED UNDER APPLICABLE LAW. ONLY PERSONS OF ADEQUATE FINANCIAL MEANS WHO HAVE NO NEED FOR PRESENT LIQUIDITY WITH RESPECT TO THIS PURCHASE SHOULD CONSIDER PURCHASING THE TRZX TOKENS IN ACCORDANCE WITH APPLICABLE LAW AND ON THE TERMS SET FORTH IN THE APPLICABLE OFFERING DOCUMENTS PROVIDED TO YOU IN CONNECTION HEREWITH BECAUSE: (I) A PURCHASE OF THE TRZX TOKENS INVOLVES A NUMBER OF SIGNIFICANT RISKS (SEE "RISK FACTORS" BELOW); AND (II) NO MARKET FOR THE TRZX TOKENS CURRENTLY EXISTS AND SUCH MARKET MAY NEVER EXIST.

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FURTHER DISCLAIMERS

This Offering is being conducted on the platform found at https://republic.com (the "***Republic Platform***"), that is operated for the benefit of ODB. ODB is a registered FINRA/SEC broker dealer. OBD is not purchasing the TRZX Tokens, as such TRZX Tokens are being sold in this Offering (except as otherwise described in "Certain Relationships and Related-Party Transactions" herein) and is not required to sell any specific number or dollar amount of TRZX Tokens in this Offering.

This Offering is being conducted on a "best efforts" basis and we may not be able to raise enough funds to fully implement our business plan, which may result in the loss of the entire investment of Purchasers.

This Offering is being conducted pursuant to Regulation D, 506(c) of the Securities Act and is only available to accredited investors, as defined by Rule 501 of the Securities Act, who are able to verify their accredited investor status.

NONE OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R ("ODB") (NOR HAVE ANY OF THEIR AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. NONE OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R OR ANY OF THEIR RESPECTIVE AFFILIATES MAKE ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE CONNECTION OF EACH OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER. AN INVESTOR SHOULD HAVE KNOWLEDGE AND UNDERSTANDING OF SOPHISTICATED AND COMPLEX INVESTMENTS TO MAKE A SELF-DETERMINATION OR SEEK ADVICE ELSEWHERE. PLEASE REFER TO THE "RISK FACTORS" SECTIONS OF THE ASSOCIATED PRIVATE PLACEMENT STATEMENT. ODB MAY INVITE OTHER BROKER/DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.

STRIPE, INC. ("***STRIPE***"), THE CREDIT CARD PROCESSOR, HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF PARTICIPATION IN THIS OFFERING OR THE INTERESTS OFFERED HEREIN. STRIPE NOR ANY OF ITS RESPECTIVE AFFILIATES, MAKES ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE INTERESTS OFFERED HEREIN. STRIPE'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

BANKPROV, THE ESCROW AGENT SERVICING THE OFFERING HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT MAKES NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE ESCROW AGENT'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

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IMPORTANT NOTICES ABOUT INFORMATION PRESENTED IN THIS MEMORANDUM

This Private Placement Memorandum shall be maintained in strict confidence. The information contained in this Memorandum is furnished for your own personal use as a potential Subscriber of the Token Issuer. By receiving this Memorandum, you agree not to transmit, reproduce or make this Memorandum or any related exhibits or documents available to any other person or entity. If you do not agree to this condition, you will please return this Memorandum to the address on the cover, postage pre-paid, within three (3) days of your receipt, or to investment@treasureexperience2.com. Your failure to keep this Memorandum strictly for your own personal use may cause the Token Issuer to incur actual damages of an indeterminable amount, subjecting you to potential legal liability.

The Offering is available only to Subscribers who meet the criteria set forth in this Memorandum (See "Who May Subscribe"). However, we reserve the right to deny any subscription for Tokens for any or no reason. This Memorandum does not constitute an offer to sell any Tokens in any jurisdiction or to any person to whom it is unlawful to make such an offer in such jurisdiction. An offer may be made only by an authorized representative of the Token Issuer and must be accompanied by an original copy of this Memorandum including all exhibits. The Tokens will be offered by the Token Issuer through our officers, directors, or managers on a "best efforts" basis. Broker-dealers who are members of the Financial Industry Regulatory Authority ("FINRA") may also participate on the same basis.

No dealer, salesman or other person unaffiliated with us has been authorized to give you any information or make any representations concerning the Company or the delivery of the TRZX Tokens discussed herein other than as set forth in this Private Placement Memorandum, the Republic Platform, or the Offering Platform, and any such statements, if made, must not be relied upon. If you receive other information, do not rely on it. Our affairs may have changed materially since the date on the cover of this Memorandum. Neither delivery of this Memorandum nor any sales made hereunder shall, under any circumstances, create an implication that there has been no material change in our affairs since that date.

The Private Placement Memorandum contains a summary of the material terms of the TRZX Tokens; however, the summary of the TRZX Tokens in this Memorandum does not purport to be complete as it may be subject to change from time to time. Furthermore, certain material rights described in this Memorandum are subject to the sole discretion of Management, in each case without the consent of the holders of the TRZX Tokens.

You and/or your advisors and representatives may ask questions of, and receive answers from, the Token Issuer concerning the terms and conditions of the Offering as well as our overall objectives. We also will endeavor to provide you with any additional information, to the extent we possess such information or can acquire it without unreasonable effort or expense, necessary to substantiate the information set forth in this Memorandum. Tokens acquired through the Offering may not be transferred without the express written permission of the Token Issuer or in the absence of an effective registration statement unless the prospective transferee establishes, to the satisfaction of the Token Issuer, that an exemption from registration is available. Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same, or to non-U.S. Persons who are not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the U.S. Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the Offering will be made, for one or more Tokens as described in this Memorandum. Please consult with your own securities counsel as to such matters. Certificates evidencing ownership of Tokens or Tokens, if issued, shall bear a restrictive legend to this effect.

Subscription of our Tokens may not be suitable for individuals or entities who do not meet the suitability requirements established by the Token Issuer or who cannot afford a non-liquid, speculative investment. (See "Risk Factors"). We reserve the right to cancel or modify the Offering, to reject subscriptions for Tokens in whole or in part, to waive conditions to the purchase of Tokens, and/or to accept a limited number of Subscribers. See "Summary of the Offering."

Prospective purchasers must make their own investigations and evaluations of the TRZX Tokens that will be delivered pursuant thereto, including the merits and risks involved in a purchase therein. Prior to any purchase, the Company will give prospective purchasers the opportunity to ask questions of and receive answers and additional information from it concerning the terms and conditions of this Offering and other relevant matters to the extent the Company possesses the same or can acquire it without unreasonable effort or expense. Prospective purchasers should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of the TRZX Tokens upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding, and disposition.

By their participation in the Offering, Purchasers will be deemed to have agreed that their participation will constitute their representation, warranty, acknowledgment and agreement to all of the statements about Purchasers under the section titled "Notice to Purchasers." Potential Purchasers should carefully read that section of this Memorandum.

The Private Placement Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, an interest in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the United States Securities and Exchange Commission (the "***Commission***" or "***SEC***") nor any other U.S. federal, state, or foreign regulatory authority has approved of this Offering. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Private Placement Memorandum, nor is it intended that the foregoing authorities will do so.

Prospective purchasers are not to construe this Private Placement Memorandum as investment, legal, tax regulatory, financial, accounting or other advice, and this Private Placement Memorandum is not intended to provide the sole basis for any evaluation of a purchase of an interest. Prior to purchasing the TRZX Tokens, a prospective purchaser should consult with its own legal, investment, tax, accounting, and other advisors to determine the potential benefits, burdens, and other consequences of such purchase.

U.S. STATE NOTICE LEGENDS

THE PRESENCE OF A LEGEND FOR ANY GIVEN U.S. STATE JURISDICTION REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT JURISDICTION AND SHOULD NEITHER BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN ANY PARTICULAR JURISDICTION NOR THAT THE TOKEN ISSUER IS SUBJECT TO THE SECURITIES LAWS OF ANY U.S. STATE JURISDICTION.

THE PRESENCE OF A LEGEND FOR ANY GIVEN JURISDICTION REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT JURISDICTION AND SHOULD NEITHER BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN ANY PARTICULAR JURISDICTION NOR THAT THE COMPANY IS SUBJECT TO THE SECURITIES LAWS OF ANY NAMED JURISDICTION. IN THE EVENT ANY CITED STATE-SPECIFIC EXEMPTION IS UNAVAILABLE FOR THE OFFERING FOR WHATEVER REASON, THE BOND ISSUER NEVERTHELESS CLAIMS EXEMPTION PURSUANT TO SECTION 18(b)(4)(D) OF THE SECURITIES ACT OF 1933, AS AMENDED.

FOR ALABAMA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR ALASKA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR ARIZONA RESIDENTS: THESE SECURITIES MAY BE SOLD ONLY TO "ACCREDITED INVESTORS" FOR INVESTMENT AND NOT IN CONNECTION WITH A DISTRIBUTION. INVESTORS MAY NOT RESELL THE SECURITIES UNLESS THE SECURITIES ARE FIRST REGISTERED OR QUALIFY FOR AN EXEMPTION FROM REGISTRATION. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR THE ARIZONA CORPORATION COMMISSION NOR HAVE THEY PASSED UPON THE MERITS OF OR OTHERWISE

FOR ARKANSAS RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR CALIFORNIA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR COLORADO RESIDENTS: THIS INFORMATION IS DISTRIBUTED PURSUANT TO AN EXEMPTION FOR SMALL OFFERINGS UNDER THE RULES OF THE COLORADO SECURITIES DIVISION. THE SECURITIES DIVISION HAS NEITHER REVIEWED NOR APPROVED ITS FORM AND CONTENT. THE SECURITIES DESCRIBED MAY ONLY BE PURCHASED BY "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D AND THE RULES OF THE COLORADO SECURITIES DIVISION.

FOR CONNECTICUT RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THE OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES ARE AVAILABLE ONLY TO "ACCREDITED INVESTORS" AND HAVE NOT BEEN REGISTERED UNDER THE CONNECTICUT UNIFORM SECURITIES ACT AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER SUCH ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR DELAWARE RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE DELAWARE SECURITIES ACT AND ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 503 OF THE DELAWARE SECURITIES ACT. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR FLORIDA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION. EITHER PARTY TO A CONTRACT MAY CANCEL THE CONTRACT BY THE EXERCISE OF THE RIGHT TO RESCIND UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING THE EXECUTION OF THE CONTRACT BY GIVING NOTICE TO THE OTHER PARTY BY EITHER CERTIFIED MAIL OR REGISTERED MAIL. THE PARTY INVOKING THIS SECTION IS NOT LIABLE TO THE OTHER FOR ANY DAMAGES INCURRED BY CANCELLATION UNDER THIS SECTION.

FOR GEORGIA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR HAWAII RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE HAWAII UNIFORM SECURITIES ACT (MODIFIED), BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE FACT THAT IT IS AVAILABLE ONLY TO "ACCREDITED INVESTORS". THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR IDAHO RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR ILLINOIS RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR INDIANA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE INDIANA BLUESKY LAW AND ARE OFFERED PURSUANT TO INDIANA SECURITIES COMMISSION ADMINISTRATIVE ORDER, "MODEL ACCREDITED INVESTOR EXEMPTION" (FEBRUARY 27, 1998), AS AMENDED. THESE SECURITIES MAY BE TRANSFERRED OR RESOLD ONLY IF SUBSEQUENTLY REGISTERED OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS

INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR IOWA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR KANSAS RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE KANSAS SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO SECTION 81-5-13 OF THE KANSAS ADMINISTRATIVE REGULATIONS, AS AMENDED. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR KENTUCKY RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION. FOR LOUISIANA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MAINE RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MAINE UNIFORM SECURITIES ACT OF 2005, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO CHAPTER 537 OF THE RULES OF THE MAINE OFFICE OF SECURITIES. THESE SECURITIES ARE AVAILABLE TO "ACCREDITED INVESTORS" ONLY AND CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR MARYLAND RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MASSACHUSETTS RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MICHIGAN RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MINNESOTA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MISSISSIPPI RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MISSOURI RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MISSOURI SECURITIES ACT OF 2003, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO 15 CSR 30-54-215 RELATING TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR MONTANA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NEBRASKA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF NEBRASKA, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER SECTION 8-1111.8 OF SAID ACT. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEVADA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEVADA SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER SECTION 90.536 OF THE NEVADA ADMINISTRATIVE CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEW HAMPSHIRE RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NEW JERSEY RESIDENTS: THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. THE FILING OF THE WITHIN OFFERING WITH THE BUREAU OF SECURITIES DOES NOT CONSTITUTE APPROVAL OF THE ISSUE OR THE SALE THEREOF BY THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEW JERSEY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEW JERSEY SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER NEW JERSEY SECURITIES BUREAU ADMINISTRATIVE ORDER DATED MARCH 24, 1998. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEW MEXICO RESIDENTS: IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEW MEXICO SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY IN ACCORDANCE WITH SECTION 58-13B-28E OF SAID ACT AND SECTION 12.11.12.20 OF THE NEW MEXICO ADMINISTRATIVE CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEW YORK RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NORTH CAROLINA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NORTH DAKOTA RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NORTH DAKOTA SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO SECTION 10-04-06(17) OF THE NORTH DAKOTA CENTURY CODE (N.D.C.C.) DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR OHIO RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE OHIO SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER SECTION 1707.03(Y) OF THE OHIO REVISED CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR OKLAHOMA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR PENNSYLVANIA RESIDENTS: THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER SECTION 201 OF THE PENNSYLVANIA SECURITIES ACT OF 1972, AS AMENDED, AND ARE ONLY AVAILABLE TO "ACCREDITED INVESTORS" AS PER SECTION 203(t) OF SAID ACT. THESE SECURITIES MAYBE RESOLD BY RESIDENTS OF PENNSYLVANIA ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF SAID ACT OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION DIRECTLY FROM AN ISSUER OR AFFILIATE OF AN ISSUER, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY), OR ANY OTHER PERSON WITHIN TWO BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO WRITTEN BINDING CONTRACT OF PURCHASE, WITHIN TWO BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. NEITHER THE PENNSYLVANIA SECURITIES COMMISSION NOR ANY OTHER AGENCY HAS PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING, AND ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. PENNSYLVANIA SUBSCRIBERS MAY NOT SELL THEIR SECURITIES INTERESTS FOR ONE YEAR FROM THE DATE OF PURCHASE IF SUCH A SALE WOULD VIOLATE SECTION 203(d) OF THE PENNSYLVANIA SECURITIES ACT.

FOR RHODE ISLAND RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE RHODE ISLAND SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO RULE 403(c)-1 OF THE REGULATIONS OF THE RHODE ISLAND DIVISION OF SECURITIES DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR SOUTH CAROLINA RESIDENTS: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER ONE OR MORE SECURITIES ACTS, INCLUDING, BUT NOT LIMITED TO, EXEMPTIONS AVAILABLE UNDER THE SOUTH CAROLINA UNIFORM SECURITIES ACT OF 2005, AS AMENDED, PURSUANT TO SOUTH CAROLINA SECURITIES DIVISION ORDER 97018 DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR SOUTH DAKOTA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SOUTH DAKOTA UNIFORM SECURITIES ACT OF 2002, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO SECTION 20:08:07:29 OF SOUTH DAKOTA ADMINISTRATIVE RULES DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR TENNESSEE RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR TEXAS RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE TEXAS SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER RULE 139.19 OF THE TEXAS ADMINISTRATIVE CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT IS SUITABLE IF IT DOES NOT EXCEED 10% OF THE INVESTOR'S NET WORTH.

FOR UTAH RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE UTAH UNIFORM SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY PURSUANT TO RULE R164-14-25s OF THE UTAH ADMINISTRATIVE CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR VERMONT RESIDENTS: INVESTMENT IN THESE SECURITIES INVOLVES SIGNIFICANT RISKS AND IS SUITABLE ONLY FOR PERSONS WHO HAVE NO NEED FOR IMMEDIATE LIQUIDITY IN THEIR INVESTMENT AND WHO CAN BEAR THE ECONOMIC RISK OF A LOSS OF THEIR ENTIRE INVESTMENT. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES

HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933 AND THE VERMONT SECURITIES ACT, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE VERMONT SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY PURSUANT TO THE ORDER ISSUED UNDER SECTION 4204(a)(15) OF SAID ACT BY THE COMMISSIONER OF BANKING, INSURANCE, SECURITIES AND HEALTHCARE ADMINISTRATION OF THE STATE OF VERMONT ON JULY 10, 2000.

FOR VIRGINIA RESIDENTS: THESE SECURITIES ARE BEING ISSUED PURSUANT TO A CLAIM OF EXEMPTION FROM THE REGISTRATION AND QUALIFICATION PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS AND SHALL NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH THE REGISTRATION OR QUALIFICATION PROVISIONS OF APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR APPLICABLE EXEMPTIONS THEREFROM. THESE SECURITIES ARE ONLY AVAILABLE TO "ACCREDITED INVESTORS" PURSUANT TO 21 V.A.C. 5-40-140.

FOR WASHINGTON RESIDENTS: THIS OFFERING HAS NOT BEEN REVIEWED OR APPROVED BY THE WASHINGTON SECURITIES ADMINISTRATOR AND THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF WASHINGTON. THE ISSUER IS CLAIMING AN EXEMPTION FROM REGISTRATION PURSUANT TO SECTION 460-44A-300 OF THE WASHINGTON ADMINISTRATIVE CODE
WHICH PROVIDES AN EXEMPTION FOR OFFERINGS MADE AVAILABLE ONLY TO "ACCREDITED INVESTORS". NO DETERMINATION HAS BEEN MADE AS TO WHETHER THE ISSUER QUALIFIES FOR THIS EXEMPTION. THESE SECURITIES MAY BE TRANSFERRED OR RESOLD BY RESIDENTS OF WASHINGTON ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THE ACT OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

FOR WEST VIRGINIA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF WEST VIRGINIA, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER THE WEST VIRGINIA SECURITIES COMMISSIONER'S ORDER PROMULGATING PROCEDURES FOR IMPLEMENTATION OF AN ACCREDITED INVESTOR EXEMPTION DATED MARCH 29, 1999. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR WISCONSIN RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE WISCONSIN UNIFORM SECURITIES LAW, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY (SECTION 551.23(8)(g), WISCONSIN STATUTES). THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR WYOMING RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE WYOMING UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDERDUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER CHAPTER 9 SECTION 3 OF THE WYOMING SECURITIES DIVISION REGULATIONS. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE

SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT SHOULD NOT EXCEED 20% OF THE INVESTOR'S NET WORTH.
FOR RESIDENTS OF ALL OTHER U.S. JURISDICTIONS: THIS OFFERING IS NOT AVAILABLE TO YOU UNLESS (1) YOU ARE AN ACCREDITED INVESTOR, (2) YOUR STATE OR JURISDICTION RECOGNIZES AN EXEMPTION FROM REGISTRATION IN GENERAL ACCORD WITH THE MODEL ACCREDITED INVESTOR EXEMPTION (MAIE) AS ADOPTED BY THE NORTH AMERICAN SECURITIES ADMINISTRATORS ASSOCIATION (NASAA), AND/OR (3) A FEDERAL EXEMPTION IS AVAILABLE PURSUANT TO SECTION 18(b)(4)(D) OF THE SECURITIES ACT OF 1933, AS AMENDED.
THE TOKENS HAVE NOT BEEN RECOMMENDED BY OR REGISTERED WITH ANY GOVERNMENT SECURITIES COMMISSION OR REGULATORY AUTHORITY. TO THE EXTENT ANY SUCH AUTHORITY HAS JURISDICTION OVER THE TOKEN ISSUER, THE TOKENS ARE BEING OFFERED PURSUANT TO ANY AVAILABLE EXEMPTION FROM REGISTRATION. FURTHERMORE, NO GOVERNMENT SECURITIES COMMISSION OR REGULATORY AUTHORITY HAVE CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

NOTICES OF RESTRICTIONS ON SALES IN SELECT NON-U.S. JURISDICTIONS

The presence of a legend for any given jurisdiction reflects only that a legend may be required by that jurisdiction and should not be construed to mean an offer or sale may be made in any particular jurisdiction.

FOR AUSTRALIA RESIDENTS: No offer for subscription or purchase of the Tokens offered hereby, nor any invitation to subscribe for or buy such Tokens has been made or issued in Australia, otherwise than by means of an excluded issue, excluded offer or excluded invitation within the meaning of Section 66(2) or 66(3) of the Corporations Law. Accordingly, the Offering Memorandum has not been lodged with the Australian Securities Commission. Further, the Tokens offered hereby may not be resold in Australia within a period of six months after the date of issue otherwise than by means of an excluded offer or excluded invitation as described above.

FOR RESIDENTS OF THE BAHAMAS: The Tokens may not be offered or sold or otherwise disposed of in any manner to persons deemed by the Central Bank of the Bahamas (the "Bank") as resident for exchange control purposes, unless such persons deemed as resident obtain the prior approval of the Bank.

FOR BELGIUM RESIDENTS: The Offering of Tokens has not been and will not be notified to the Belgian Banking of Finance Commission (Commissie voor het Bank-en inanciewezen/Commission Bancaire et Financière) or has the Offering Memorandum been or will it be approved by the Belgian Banking and Finance Commission. The Tokens shall not, whether directly or indirectly, be offered, sold, transferred or delivered in Belgium, as part of their initial distribution or at any time thereafter, to any Subscriber other than (i) credit institutions and investment firms referred to in Article 3.2^, a) of the Belgian Royal Decree of January 9, 1991 on the public character of transactions which aim to solicit public savings and the assimilation of certain transactions with a public offer, (ii) institutions for collective investment referred to in Book III of the Belgian Act of December 4, 1990 on the financial transactions and the financial markets, (iii) insurance companies referred to in Article 2§1 of the Belgian Act of July 9, 1975 on the supervision of insurance companies and (iv) pension funds referred to in Article 2§3, 6 of the Belgian Act of July 9, 1975 on the supervision of insurance companies and in the Belgian Royal Decree of May 15, 1985 on the activities of private mutual funds, each acting on their own account in reliance on Article 3.2^ of the Belgian Royal Decree of January 9, 1991. The OfferingMemorandum has been distributed in Belgium only to Subscribers mentioned here above for their personal use and exclusively for the purposes of the Offering of Tokens. Accordingly, the Offering Memorandum may not be used for any other purpose nor passed on to any other person in Belgium.

FOR BRAZIL RESIDENTS: The Tokens offered hereby have not been, and will not be, registered with the Comissao de Valores Mobiliarios and may not be offered or sold in Brazil except in circumstances, which do not constitute a public Offering or distribution under Brazilian laws and regulations.

FOR RESIDENTS OF THE BRITISH VIRGIN ISLANDS: The Token Issuer, the Offering Memorandum and the Tokens offered hereby have not been, and will not be, recognized or registered under the laws and regulations of the British Virgin Islands. The Tokens may not be offered or sold in the British Virgin Islands except in circumstances in which the Token Issuer, the Offering Memorandum and the Tokens do not require the recognition by or registration with the authorities of the British Virgin Islands.

FOR RESIDENTS OF THE CAYMAN ISLANDS: The Tokens offered hereby have not been, and will not be, registered in the Cayman Islands and may not be offered or sold in the Cayman Islands except in circumstances which do not constitute a public Offering or distribution under the laws and regulations of the Cayman Islands.

FOR CHILE RESIDENTS: The Tokens offered hereby have not been, and will not be, registered with the Superintendencia de Valores y Seguros (the "Chilean Securities Commission" or SVS) and may not be offered and sold in Chile except in circumstances which do not constitute a public Offering or distribution under Chilean laws and regulations.

FOR RESIDENTS OF THE PEOPLE'S REPUBLIC OF CHINA: No invitation to offer for, or offer for, or sale of, the Tokens shall be made to the public in China or by any means that would be deemed public under the laws of China. The offer of Tokens is personal to the Subscriber to whom the Offering Memorandum has been addressed by the Token Issuer. Business entities incorporated under the laws of China (excluding foreign investment business entities) shall apply for approval from the Chinese government authorities before purchasing the Tokens. Furthermore, all business entities incorporated under the laws of China and Chinese citizens residing in China shall obtain the prior approval from the Chinese foreign exchange authority before purchasing the Tokens.

FOR COSTA RICA RESIDENTS: The Tokens offered hereby have not been, and will not be, registered with the Comision Nacional de Valores (the "Costa Rican Securities Commission") and may not be offered or sold in Costa Rica except in circumstances, which do not constitute a public Offering or distribution under Costa Rican laws and regulations.

FOR ECUADOR RESIDENTS: The Tokens offered hereby have not been, and will not be, registered with the Superintendencia de Companias del Ecuador (the "Ecuadorian Securities and Exchange Commission") and may not be offered and sold in Ecuador except in circumstances which do not constitute a public Offering or distribution under Ecuadorian laws and regulations. This communication is for informative purposes only; it does not constitute a public Offering of any kind.

FOR RESIDENTS OF FRANCE: The Tokens offered hereby do not comply with the conditions imposed by French law for issuance, distribution, sale, public Offering, solicitation and advertising within France. The distribution of this private placement Memorandum and the Offering of Tokens by the Token Issuer in France are therefore restricted by French law. RESIDENTS should inform themselves as to the restrictions with respect to the manner in which they may dispose of the Tokens in France.

FOR RESIDENTS OF GERMANY: Any person who is in possession of the Offering Memorandum understands that no action has or will be taken which would allow an Offering of the Tokens to the public in Germany. Accordingly, the Tokens may not be offered, sold or delivered and neither the Offering Memorandum nor any other Offering materials relating to the Tokens may be distributed or made available to the public in Germany. Individual sales of the Tokens to any person in Germany may only be made according to German securities, tax and other applicable laws and regulations.

FOR GREECE RESIDENTS: The Tokens may not be offered or sold in any manner that constitutes an offer or sale to the public in the Hellenic Republic within the laws and regulations from time to time applicable to public offers or sales of securities.

FOR HONG KONG RESIDENTS: The Offering Memorandum relates to a private placement and does not constitute an offer to the public in Hong Kong to subscribe for Tokens. No steps have been taken to register the Offering Memorandum as a prospectus in Hong Kong. The offer of the Tokens is personal to the person to whom the Offering Memorandum has been delivered by or on behalf of the Token Issuer, and a subscription for Tokens will only be accepted from such person for such minimum number of Tokens as described in the Offering Memorandum. It is a condition of the offer that each person who agrees to subscribe for Tokens provides a written undertaking that it is acquiring such Tokens for investment purposes only and not with a view to distribute or resell such Tokens and that it will not offer for sale, resell or otherwise distribute or agree to distribute such Tokens within six months from their date of sale to such person.

FOR IRELAND RESIDENTS: The Offering Memorandum is not a prospectus and does not constitute or form part of any offer or invitation to the public to subscribe for or purchase Tokens from the Token Issuer and shall not be construed as such and no person other than the person to whom the Offering Memorandum has been addressed or delivered shall be eligible to subscribe for or purchase Tokens from the Token Issuer.

FOR INDIA RESIDENTS: This Memorandum relates to an issue made to only Qualified Institutional Buyers under Chapter XIIIA of the Securities and Exchange Board of India (Disclosure and Subscriber Protection) Guidelines 2000, as amended (the "Guidelines"). No offer is being made to the public. Neither the Token Issuer nor its securities have been registered with the Securities Board of India ("SEBI"). Investment in equity and equity related securities involve a degree of risk and Subscribers should not invest any funds in this offer unless they can afford to take the risk of losing their investment. Subscribers are advised to read the risk factors carefully before taking an investment decision in the Offering. For taking an investment decision, Subscribers must rely on their own examination of the issuer and the offer including the risks involved. The securities have not been recommended or approved by the SEBI nor does the SEBI guarantee the accuracy or adequacy of this document.

FOR RESIDENTS OF THE ISLE OF MAN: The Token Issuer is not a recognized Collective Investment Scheme for the purposes of sections 12 or 13 of the Financial Services Act 1988 (the "Isle of Man FSA") of the Isle of Man and is accordingly subject to the prohibition on the promotion of collective investment schemes as contained in section 1(1) of the Isle of Man FSA. Accordingly, the Offering Memorandum may only be issued or passed on to any person in the Isle of Man by way of the two limited exceptions to this general prohibition contained in section 1(2) of the Isle of Man FSA and the Financial Supervision (Promotion of Unregulated Schemes (Exemption) Regulations 1992 ("the Exemption Regulations")). Under regulation 3(2) of the Exemption regulations, any advertisement issued in the Isle of Man in connection with the Token Issuer must contain a statement either (a) that participants in the Token Issuer's offering are not protected by any statutory compensation scheme; or (b) that participants in the Token Issuer's offering are protected by a statutory compensation scheme and particulars sufficient to identify the compensation arrangements.

FOR ISRAEL RESIDENTS: Israeli residents, other than those considered "Exemption Holders" under the General Currency Control Permit, 1978, require a special permit from the Israeli Controller of Foreign Currency in order to purchase the Tokens. The Tokens are offered to a limited number of sophisticated Subscribers, in all cases under circumstances designed to preclude a distribution, which would be other than a private placement. The Offering Memorandum may not be reproduced or used for any other purpose, nor be furnished to any other person other than those to whom copies have been sent.

FOR RESIDENTS OF ITALY: The Offering Memorandum is solely intended for the individuals to whom it is delivered and may not be considered or used as a public Offering in the meaning of and for the purpose of the Art 1/18 ter l.n. 216/74. In addition, any person who is in possession of the Offering Memorandum understands that no action has or will be taken which would allow an Offering of the Tokens to the public in Italy. Accordingly, the Tokens may not be offered, sold or delivered and neither the Offering Memorandum nor any other Offering materials relating to the Tokens may be distributed or made available to the public in Italy. Individual sales of the Tokens to any person in Italy may only be made according to Italian securities, tax and other applicable laws and regulations.

FOR JAPAN RESIDENTS: Under Article 23-14 paragraph 1 of the Securities Exchange Law (the "SEL"), the purchase of Tokens cannot be made unless the purchaser agrees to the condition that it will not make an assignment of the Tokens to any person other than a non-resident of Japan (having the same meanings as defined in Article 6, paragraph 1(6) of the Foreign Exchange and Foreign Trade Control Laws), except for the case that all the Tokens (excluding the Tokens assigned to nonresidents of Japan) are assigned to one person. Furthermore, disclosure under the SEL has not been made.

FOR RESIDENTS OF JERSEY: The Offering Memorandum relates to a private placement and does not constitute an offer to the public of Jersey to subscribe for the Tokens offered hereby. No regulatory approval has been sought to the offer in Jersey. The offer of the Tokens is personal to the person to whom the Offering Memorandum is being delivered by or on behalf of the Token Issuer, and a subscription for the Tokens will only be accepted from such person. The Offering Memorandum may not be produced or used for any other purpose, nor be furnished to any other person other than those to whom it has been so delivered.

FOR KOREA RESIDENTS: The Offering Memorandum is not, and under no circumstance is to be construed as, a public Offering of securities in Korea. Neither the Token Issuer nor the Token Issuer is making any representation with respect to the eligibility of any recipients of the Offering Memorandum to acquire the Tokens under the laws of Korea, including but without limitation the Foreign Exchange Management Act and regulations thereunder. The Tokens have not been registered under the Securities and Exchange Act of Korea and none of the Tokens may be offered, sold or delivered, or offered or sold to any person for re-Offering or resale, in Korea or to any resident of Korea except pursuant to applicable laws and regulations of Korea.

FOR RESIDENTS OF LIECHTENSTEIN: The Tokens are offered to a narrowly defined category of Subscribers, in all cases under circumstances designed to preclude a public solicitation. The Offering Memorandum may not be reproduced or used for any other purpose, nor be furnished to any other person other than those to whom copies have been sent.

FOR RESIDENTS OF LUXEMBOURG: The Tokens are offered to a limited number of sophisticated Subscribers, in all cases under circumstances designed to preclude a distribution which, would be other than a private placement. The Offering Memorandum may not be reproduced or used for any other purpose, nor be furnished to any other person other than those to whom copies have been sent.

FOR RESIDENTS OF MAURITIUS: The Tokens may not be offered or sold, directly or indirectly, to the public in Mauritius. Neither the Token Issuer's Offering Memorandum (the "Memorandum"), nor any Offering material or information contained herein relating to the offer of the Tokens may be released or issued to the public in Mauritius or used in connection with any such offer. The Memorandum does not constitute an offer to sell Tokens to the public in Mauritius. The Memorandum is not a "prospectus" for the purpose of the Mauritius U.S. Securities Act 2005, as amended.

FOR RESIDENTS OF MYANMAR: The Token Issuer has not been registered as a collective investment scheme or investment company or otherwise with the Myanmar Directorate of Investment and Company Administration ("DICA") and, therefore, may not be suitable for residents of the Republic of the Union of Myanmar unless they meet the minimum Subscriber qualifications set forth in the Token Issuer's Memorandum and/or other rules as may be adopted by the DICA or the Myanmar central government.

FOR RESIDENTS OF NEW ZEALAND: The Offering Memorandum has been prepared solely for and the offer made in it is made solely to habitual Subscribers (being persons defined in section 3(2)(a)(ii) of the New Zealand U.S. Securities Act 1978).

FOR RESIDENTS OF THE NETHERLANDS: The Tokens will not be offered, transferred or sold, whether directly or indirectly, to any individual or legal entity in the Netherlands, as part of their initial distribution or at any time thereafter, other than to individuals or legal entities who or which trade or invest in securities in the conduct of their profession or trade (which includes banks, brokers, dealers, insurance companies, pension funds, other institutional Subscribers and commercial enterprises which regularly, as an ancillary activity, invest in securities).

FOR NORWAY RESIDENTS: The Offering Memorandum has not been filed with the Oslo Stock Exchange in accordance with the Norwegian Securities Trading Act, Section 5-1, and may therefore not be distributed to more than fifty potential Subscribers in Norway.

FOR RESIDENTS OF OMAN: The Offering Memorandum and the Tokens offered hereby are not available to any member of the public and are restricted to Subscribers having an existing business relationship with the Token Issuer. Application for the Tokens made by or on behalf of Subscribers not having an existing relationship with the Token Issuer will not be accepted. Any Subscriber that considers purchasing the Tokens offered by the Offering Memorandum should consult a professional advisor before doing so.

FOR PANAMA RESIDENTS: The Tokens have not and will not be registered with the Comision Nacional de Valores (the "National Securities Commission") of the Republic of Panama under Cabinet Decree No. 247 of 1970 ("Panama's Securities Law") and may not be offered or sold in a primary Offering within Panama, except in certain transactions exempt from the registration requirements of Panama's Securities Laws.

FOR RESIDENTS OF SINGAPORE: The Offering Memorandum has not been registered with the Registrar of Companies in Singapore and the Tokens will be offered in Singapore pursuant to an exemption invoked under sections 106C and 106D of the Singapore Companies Act, Chapter 50 of Singapore ("Singapore Companies Act"). Accordingly, the Tokens may not be offered or sold, nor may the Offering Memorandum or any other Offering document or material relating to the Tokens be circulated or distributed, directly or indirectly, to the public or any member of the public other than (1) to an institutional Subscriber or other body or person specified in section 106C of the Singapore Companies Act, or (2) to as sophisticated Subscriber specified in section 106D of the Singapore Companies Act, or (3) otherwise pursuant to, and in accordance with the conditions of, section 106E(2) of the Singapore Companies Act or any other applicable exemption invoked under Division 5A of Part IV of the Singapore Companies Act.

FOR SOUTH AFRICA RESIDENTS: The Tokens offered herein are for your acceptance only and may not be offered or become available to persons other than yourself and may not be publicly offered, sold or advertised in South Africa and the Offering Memorandum may only be circulated to selected individuals.

FOR SWITZERLAND RESIDENTS: The Tokens offered hereby may not be publicly offered, sold or advertised in Switzerland pursuant to Article 2 of the Swiss Investment Fund Act 1995 and the Offering Memorandum may only be circulated to a limited number of persons in Switzerland. Therefore, no steps have been taken to register the Token Issuer and/or the Offering Memorandum as a prospectus in Switzerland.

FOR RESIDENTS OF THE UNITED KINGDOM: The Token Issuer is a collective investment scheme which is not a recognized collective investment scheme for the purposes of Section 76 of the Financial Services Act 1986 (the "UK FSA") of the United Kingdom, and the Offering Memorandum has not been approved for the purposes of Section 57 of the UK FSA by a person authorized under the UK FSA ("authorized person"). Accordingly, the Offering Memorandum may only be issued or passed on to any person in the United Kingdom if that person is of a kind described in Article 11(3) of the UK Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1996 (the "Order") or otherwise pursuant to an exemption to Section 57 of the UK FSA. In addition, no person who is an authorized person may issue or pass on the Offering Memorandum, or otherwise promote the Token Issuer, to any person in the United Kingdom unless such person is both (i) of a kind described in Article 11(3) of the Order or within any such exemption and (ii) a person to whom such authorized person is permitted to promote the Token Issuer under Section 76(2) of the UK FSA or under regulations made under Section 76(3) of the UK FSA and by the rules of a self-regulating organization of the Financial Services Authority applicable to such authorized person.

FOR URUGUAY RESIDENTS: The Tokens offered hereby correspond to a private issue and are not registered with the Central Bank of Uruguay.

WHO MAY SUBSCRIBE

The Offering of TRZX Tokens is limited to the first 2,000 investors. Subscribing for the terms of our Tokens involves a high degree of risk. Our Tokens are suitable only for persons having adequate resources who understand the risk factors described in this Memorandum (See "Risk Factors").

If you cannot afford a total loss of your capital contribution, do not invest. You must be able to bear the economic risk of your entire invested principal amount for an indefinite period of time and can, at the present time, afford a total loss of the same.

To subscribe you must complete in full and sign the Suitability Questionnaire attached to this Memorandum. The purpose of the Suitability Questionnaire is to provide us with sufficient information that we may determine your suitability to purchase Tokens issued by the Token Issuer and to comply with federal and state securities laws. All information provided by you shall be considered confidential, subject to the conditions noted therein. General Suitability Standards

For your subscription of Tokens to be considered, you will be required to represent in writing that:

1. *You are acquiring the Tokens for your own account, and not with a view to resale or distribution;*

2. *Your overall commitment to invest is not disproportionate to your net worth, and your capital contribution to the Token Issuer will not cause such overall commitment to become excessive;*

3. *You can bear the economic risk of your subscription for an indefinite period of time, and can at the present time afford a total loss of your investment;*

4. *You have thoroughly read and understand the terms of this Memorandum; and*

5. *You understand and accept the risks as set forth in this Memorandum.*

In addition, you are required to either be an "Accredited Investor" as that term is defined in Rule 501(a) of Regulation D of the U.S. Securities Act of 1933, as amended. You are deemed an "Accredited Investor" if any of the following apply to you:

1. *You are a natural person whose individual net worth (not including the value of your primary residence), or joint net worth with your spouse, presently exceeds USD $1,000,000;*

2. *You are a natural person who had an individual income in excess of USD $200,000 in each of the two most recent years or joint income with your spouse in excess of USD $300,000 in each of those years and you reasonably expect reaching the same income level in the current year;*

3. *You are a corporation, partnership, limited liability company, or other entity in which all of the equity owners are "Accredited Investors" (each meeting at least one of these suitability requirements);*

4. *You are a trust with total assets in excess of USD $5,000,000 and was not formed for the specific purpose of acquiring Tokens, the trustee of which has such knowledge and experience in investing and/or financial and business matters that they are capable of evaluating the merits and risks of subscribing to the Tokens;*

5. *You are either a bank, savings and loan association or other financial institution; a registered securities broker or securities dealer; an insurance company; a registered investment company or business development company; a licensed Small Business Investment Company; or a private business development company;*

6. *You are a state-sponsored pension plan with total assets in excess of USD $5,000,000;*

7. *You are an employee benefit plan which either (a) has a fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; (b) has total assets in excess of USD $5,000,000; or (c) is a self-directed plan and investment decisions are made solely by persons that are "Accredited Investors" (meeting at least one of the listed suitability requirements); You are a non-profit organization described in section 501(c)(3) of the U.S. Internal Revenue Code that was not formed for the specific purpose of acquiring Tokens and have total assets in excess of USD $5,000,000; or*

8. *You are a director, executive officer, or manager of the Token Issuer or its Affiliates.*

In addition, to subscribe you must be either a Permitted U.S. Person or a non-U.S. Person. A "Permitted U.S. Person" includes a U.S. Person who is either an "Accredited Investor" or a "Qualified Purchaser" as defined under U.S. federal securities laws.

A "U.S. Person" is a person described in one or more of the following paragraphs:

1. *With respect to any person, any individual or entity that would be a U.S. Person under Regulation S of the U.S. Securities Act of 1933, as amended.*

2. *With respect to individuals, any U.S. citizen or "resident alien" within the meaning of U.S. income tax laws as in effect from time to time. Currently, the term "resident alien" is defined under U.S. income tax laws to generally include any individual who (i) holds an Alien Registration Card (a "green card") issued by the U.S. Immigration and Naturalization Service or (ii) meets a "substantial presence" test. The "substantial presence" test is generally met with respect to any current calendar year if (i) the individual was present in the U.S. on at least 31 days during such year and (ii) the sum of the number of days on which such individual was present in the U.S. during the current year, 1/3 of the number of such days during the first preceding year, and 1/6 of the number of such days during the second preceding year, equals or exceeds 183 days.*

3. *With respect to persons other than individuals, (i) a corporation or partnership created or organized in the United States or under the law of the United States or any state, (ii) a trust where (a) a U.S. court is able to exercise primary supervision over the administration of the trust and (b) one or more U.S. persons have the authority to control all substantial decisions of the trust and (iii) an estate which is subject to U.S. tax on its worldwide income from all sources.*

Each non-U.S. Subscriber for Tokens will be required to certify to the Token Issuer, among other things that, the Tokens are not being acquired and will not at any time be held for the account or benefit, directly or indirectly, of any U.S. Person or any non-U.S. Person subject to the above restrictions. TOKEN Subscribers are required to notify the Token Issuer immediately of any change in such information. UNLESS THE TOKEN SUBSCRIBER IS A PERMITTED U.S. PERSON IT IS THE RESPONSIBILITY OF EACH TOKEN SUBSCRIBER TO VERIFY WHETHER THEY ARE A NON-U.S. PERSON THAT WOULD NOT BE PROHIBITED FROM OWNING TOKENS ISSUED BY THE TOKEN ISSUER.

In addition, to subscribe you must represent that the funds you use to subscribe in the Offering were not and are not directly or indirectly derived from any activities that contravene U.S. federal, state or international laws and regulations, including anti-money laundering laws and regulations. U.S. federal regulations and U.S. executive orders administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury prohibit, among other things, the engagement in transactions with, and the provision of services to, certain non-U.S. countries, territories, entities and individuals. The lists of the OFAC-prohibited countries, territories, individuals and entities can be found on the OFAC website at http://www.treas.gov/ofac. In addition, the programs administered by the OFAC (the “OFAC Programs”) prohibit dealing with individuals or entities in certain countries, regardless of whether such individuals or entities appear on any OFAC list; By subscribing in the Offering you represent and warrant that none of:
(1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with this investment is a country, territory, entity or individual named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that we may not accept your subscription; you cannot make the representation set forth in the preceding sentence. By subscribing in the Offering you agree to promptly notify the Token Issuer should you become aware of any change in the information set forth in any of these representations. You are advised that, by law, we may be obligated to “freeze the account” of any Subscriber, either by prohibiting additional subscriptions from it, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and that we may also be required to report such action and to disclose your identity to the OFAC. Also, by subscribing in the Offering you represent and warrant that none of: (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with your subscription is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure (as those terms are defined by law or regulations) of a country, territory, entity or individual named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Also, if you are affiliated with a non-U.S. banking institution (a “Foreign Bank”), or if you receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, you represent and warrant to the Token Issuer that: (1) the Foreign Bank has a fixed address, and not 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 its 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.

We shall rely upon the accuracy of your representations as to each of the above items. We may, but under no circumstances shall we be obligated to, require additional evidence you meet the standards set forth above at any time prior to acceptance of a subscription. You are not obligated to supply any information requested by us, but we may reject a subscription from you or any person who fails to supply such information.

These general standards represent the minimum requirements for you to become a TOKEN Subscriber of the Token Issuer and does not necessarily mean if you meet all of these requirements that you are qualified to subscribe in the Offering. Moreover, we reserve the right to modify our suitability standards on a case-by-case basis in view of your financial circumstances or experience in such matters or for any or no reason in our sole discretion. We also reserve the right to reject your subscription for any or no reason, in our sole discretion.

SUMMARY OF THE OFFERING

The summary below describes the principal terms of the TRZX Tokens of Treasure Experience, LLC, a Florida Company ("we", "our", "us", or the "Token Issuer") and the Offering. Certain of the terms and conditions described below are subject to important limitations and exceptions. Prospective purchasers should review the entirety of the document to be entered into in connection with the Offering. The summary below is qualified in its entirety by reference to the actual text of the form of the applicable Offering Document. Please read the full Memorandum.

Token Issuer/Seller	Treasure Experience, LLC is a Florida limited liability company ("we", "our", "us", or the "Token Issuer"). We seek to build an exciting international brand associated with adventure, discovery and new technology. We expect to provide, develop, and distribute streaming content, produced by the business to customers in a targeted market, coupled with ongoing merchandising sales. Our membership program and live events are global and socially driven. The initial media and exploration projects are described herein. In March of 2022, the Token Issuer was formed, and we believe that the success of our products and services, which we intend to capitalize and fund through this Offering, will help promote TRZX Tokens as an international digital security token. (See "Use of Proceeds"). There can be no assurance our objectives may be achieved. (See "Risk Factors"). Our administrative office is located at 100 Avenue A, Suite 2B, Fort Pierce, Florida, 24950, USA. Our main telephone number is 772.241.7977. You may send inquiries via email to investment@treasureexperience2.com
TPAs:	The expected number of TRZX Tokens to be sold in this Offering is 2,500,000 TRZX Tokens, which the Company has the ability to increase or decrease in its sole discretion, all of which will be paid out from the Republic Sale (Regulation D) allocation. Any unsold TRZX Tokens can be re-allocated by the Company in its sole discretion.
Purchaser Qualifications:	Each Purchaser must be an "Accredited Investor", as defined in Regulation D under the Securities Act and must meet the verification standards through the methods set forth in the Regulation D Rule 506(c) Investor Verification Standards contained in this Private Placement Memorandum.
Offering Size:	US$2,500,000 (Regulation D).
TRZX Cryptocurrency Market Overview	TRZX is a digital security token with the vision to create an online presence in the world of marine exploration, new technology and treasure hunting with both film documentary and live participation events for members. Participation is socially driven, global and interactive. This digital security token is about exploring the unsolved mysteries of history in search of projects that challenge our understanding about what is possible so that

anyone can have permission to live their dreams.

TRZX Token	TRZX is an ERC-1404 digital security token built on the Ethereum network. ERC stands for Ethereum Request for Comment, and 1404 is the number that was assigned to this request. The ERC-1404 is an extension of ERC-20 standard and it allows the issuance of Security Tokens with transfer restrictions to fulfill compliance requirements. For example, it allows the implementation of a whitelist, so the issuer can selectively control who is able to buy and own the token.

* Note: This summary alone does not constitute an offer to sell Tokens by the Token Issuer. An offer may be made only by an authorized representative of the Token Issuer and the recipient must receive a complete, original Memorandum, including all Exhibits.

Offering	We are offering subscriptions to our Tokens on a "best efforts" basis (the "Offering"). The Offering is being conducted in accordance with Section 4(a)(2) and/or Rule 506(c) of the U.S. Securities Act and Regulation D under the U.S. Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the Offering will be made. The Tokens are not available to the general public. With limited exceptions such as Regulation S, the Tokens are not available to persons who are not "Accredited Investors". The Offering shall be limited to the first 2,000 investors.
TRZX Tokens	The Token Purchase Agreement grants the Purchaser one or more TRZX Tokens as described in this Memorandum. The Tokens and our overall strategy and business model are more fully described in the Token Issuer's Deck and Business Plan attached and incorporated into this Memorandum as Exhibit A. The form of our Token Purchase Agreement is attached and incorporated into this Memorandum in Exhibit C.
Token Allocation and Plan of Distribution	We expect that up to a maximum of USD $5,000,000 or more in value of TRZX Tokens may be issued and distributed pursuant to the Tokens subscribed for in the Offering and/or subsequent to this Offering on the same or alternative or materially different terms in our sole discretion. There is a pre-determined number of TRZX Tokens. **There are total of 15,000,000 TRZX Tokens** in existence. The max cap of TRZX Tokens is 15,000,000. All of such Tokens are under the Token Issuer's control. TRZX Tokens purchased under Reg D will have a mandatory lockup period of twelve (12) months. The Subscription Price of TRZX is equal to USD $1.00 per TRZX ("TRZX Token") However, Subscribers that subscribe prior to February 1, 2025 will receive a 10% discount. To receive TRZX Tokens at $0.90 per TRZX Token a) a subscriber's payment must be paid in full by 12:00 AM EDT on February 1, 2025.

5,000,000 TRZX Tokens held by the Token Issuer are available for sale to accredited investors in the US and to qualified non-US investor Subscribers through this Offering.

Republic Sale (Regulation D) A total number of 2,500,000 TRZX Tokens, equal to 16.6667% of the total allocation of TRZX Tokens, is allocated to certain contributors in the Republic Sale (Regulation D). TRZX Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Republic Sale (Concurrent Offering) A total number of 2,500,000 TRZX Tokens, equal to 16.6667% of the total allocation of TRZX Tokens, is allocated to certain contributors in the Republic Sale (Regulation S Concurrent Offering). TRZX Tokens under this distribution category are subject to varying delivery restrictions and vesting schedules.

Prior Offering: Between December 2022 and November of 2024, Treasure Experience listed the TRZX Digital Security Token on the Alternative Trading System (ATS), INX (https://www.inx.co) through which Treasure Experience sold **877,290** TRZX Tokens for the consideration of approximately $1.00 per TRZX Token pursuant to the Offering Memorandum.

Twenty percent (3,000,000) will be held by the Token Issuer and issued to our founders, team, advisors, employees, partners, contractors, and Affiliates in the sole discretion of the Token Issuer.

The balance of the TRZX Tokens held by the Token Issuer shall be used for (i) subsequent capital raises; (ii) retained as contingency reserves; (iv) utilized for marketing, business investments, or business operations; (v) contributed toward charitable causes; (vi) awarded to early investors or contributors or developers; and/or (vii) utilized in other areas or for other purposes in the Token Issuer's sole and absolute discretion.

This estimated and forecasted Token allocation and distribution is illustrated in the following table, which uses approximate numbers and is subject to material change:

TRZX Token Count Total 15,000,000

Reserved for Treasure Experience, LLC 3,000,000

Prior Offering on INX 877,290

Republic Offering Regulation D to Investors 2,500,000

Republic Offering Regulation S to Investors 2,500,000

Balance of the TRZX Tokens 6,122,710 in Treasury

Period of Offering:

January 3, 2025, at 9:00 am Eastern Standard Time ("***EST***") through December 31, 2025 at 12:00 am Pacific Standard Time ("***PST***") or when all TRZX tokens are sold (the "***Offering

	Period"). The Company reserves the right to reject any payments not made within the Offering Period. The Offering Period may be extended or shortened by the Company in its sole discretion by posting a Memorandum supplement on the Offering Website.
Restricted Period:	Prior to the expiration of the one-year period following the TPA purchase (the "Restricted Period"), the Purchaser will not offer, sell, pledge, or otherwise transfer the TPA or TRZX Tokens, unless, where applicable in compliance with securities laws, including Securities Act Rule 144.
Subscription Amounts:	The minimum investment amount is $1,000.00 for individual Purchasers and $1,000.00 for entity Purchasers. Such amounts may be modified by the Company in its sole discretion.
Delivery of TRZX Tokens:	After the completion of this Offering, to the extent all applicable Know-Your-Customer/Anti-Money Laundering ("***KYC/AML***") or Know-Your-Business ("***KYB***") screening process has been completed by ODB and all contributions pursuant to this Offering have been collected, if there is a Token Integration Event, on or before the Deadline Date (as defined herein), TRZX Tokens will be delivered to a TRZX Blockchain-compatible (TRZX Station or command-line client) wallet address designated by each Purchaser in the TPA within seven calendar days after the expiration of the twelve (12) month period following completion of this Offering.
Means of Purchase:	Purchasers must access the Offering Platform at https://republic.com/trzx and be subject to the Offering Documents.
Form of Payment for TPA:	The Purchase Amount can be paid in US dollars (via credit card, wire, ACH) USD Coin (USDC), or USD Tether (USDT) on the Ethereum Network only (ERC-20). The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in the TPA. Purchases through Stripe will incur a total fee of approximately 2.7%-3.8% plus an additional $0.36 per transaction. These total expenses for Stripe will ultimately be borne by the Company. Cash received in connection with the Purchase Amount will be directly transferred an escrow account for the benefit of the Company. ODB charges a three percent (3.0%) administrative fee for payments made via credit card, on the gross principal transaction with a minimum fee of $7 and a maximum fee of $300. The fee is added to the total amount of the investment at checkout. Purchasers in the offering will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, it will be refunded without interest or deduction save any applicable fees. Purchasers will follow instructions for completing payment when making their purchase via the Offering Platform that is operated by ODB for the benefit of the Offering. Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to an account maintained by the Company. If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will

be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only, regardless of the type and amount of the approved cryptocurrency or digital assets paid, or any volatility in their prices, and subject to fees (i.e. the amount of cryptocurrency originally sent from the amount of cryptocurrency refunded due to the exchange rate variations). Gas fees or miner fees for refunds will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. Gas costs and miner fees paid in the original subscription will not be refunded. For all accepted purchases, Company will bear the cost of any gas costs and/or other fees to deliver the tokens to the Purchaser.

If a purchase is rejected for any reason, including if ODB is unable to verify the KYC of the Purchaser, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds, which are paid to validators on a blockchain network, will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. The ODB administrative fee paid in the original subscription will not be refunded.

Examples of Fees Incurred During Purchase:

Below are examples of how fees may impact the total purchase price paid by Purchaser for TRZX Tokens:

Example 1: Purchaser wants to purchase 1,000 TRZX Tokens at $1.00 per TRZX Token using a credit card. The purchase price will be $1,000. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 3.0% or $7—here, it will be $7 for this transaction because 3.0% is lower, meaning the Purchaser will pay $1,007 total for the 1,000 TRZX Tokens. Note that this total is independent of any fee that the Purchaser's financial institution may impose on the method of payment, e.g., a credit card fee.

Example 3: Purchaser wants to purchase 25,000 TRZX Tokens at $1.00 per TRZX Token using cryptocurrency. The purchase price will be $25,000. Purchaser will not incur an administrative fee from ODB for payments made via cryptocurrency. Note that this total is independent of (1) any gas fees that may be incurred if the Purchaser pays via cryptocurrency. Dissolution Event: Any of the following events shall be deemed to be a "***Dissolution Event***": (i) a voluntary termination of the operations of the Company, (ii) a general assignment of all or substantially all the Company's assets for the benefit of the Company's creditors, or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

Upon the occurrence of either (a) a Dissolution Event prior to the Deadline Date, or (b) the transfer of any TRZX Tokens purchased hereunder pursuant to the Restricted Period, the Company shall pay, after the payment of all other creditors, the Returned Purchase Amount due and payable to the Purchaser immediately

	prior to, or concurrent with, the occurrence of the Dissolution Event, to the extent funds are lawfully available and prior to paying any amounts to any equity holders of the Company. If immediately prior to the occurrence of the Dissolution Event, the assets of the Company that remain lawfully available for payment to the Purchaser and all holders of all other TPAs (collectively, the "***TPA Parties***"), as determined in good faith by the Company's Council, are insufficient to permit the payment to the TPA Parties of their respective Returned Purchase Amounts, then the remaining assets of the Company lawfully available for payment shall be paid with equal priority and pro rata among the TPA Parties based on the relative value (in the Purchase Price currency of the Tokens as set out herein) of each TPA Party's respective Purchase Amount on the date of receipt by the Company of such Purchase Amount and calculated by reference, as applicable, to the applicable exchange rate as at such date (and the claims of the Purchaser against the Company shall abate accordingly and any further claims of the Purchaser on the Company shall be extinguished). The Company will make commercially reasonable efforts but shall not be required to pay the Returned Purchase Amount to the Purchaser in the original currency of the Purchase Amount.
Documentation:	In order to complete the closing process in this Offering, each Purchaser will be required to complete such documentation as may be requested by ODB on behalf of the Company, which may include, without limitation: (1) the execution and delivery of a TPA; (2) completion of Purchaser qualification requirements (such as accreditation status verification, if applicable); (3) completion of KYC/AML or KYB (if applicable) screening requirements; and (4) confirmation by ODB of receipt of funds by Stripe (collectively, the "***Closing Requirements***").
Governing Law	The TPAs and the underlying TRZX Tokens will be governed by the laws of the State of Florida and the United States.
Use of Proceeds:	See "Use of Proceeds".
Republic Service Providers	The cash fee paid to ODB from the proceeds of this Offering will be determined pursuant to the following schedule: The cash fee paid to ODB from the proceeds of this Offering will be determined pursuant to the following schedule: For the dollar value of the securities sold to Purchasers pursuant to this Offering up to but not in excess of \$2,500,000: (I) a cash fee the greater of (a) \$12,000.00 or (b) 6.0% of the dollar value of the securities issued to Investors pursuant to the combined proceeds of each Offering at the time of closing (the "Cash Commission"), and (II) a securities commission equivalent to 2.0% of the dollar value of the Securities issued to Investors pursuant to the combined proceeds of each Offering at the time of closing (the "Securities Commission", and together with the Cash Commission, the "ODB Commissions"). Such Securities shall be of the same type as those issued by the Issuer in and through each Offering. ODB will comply with Lock-Up Restriction required by FINRA Rule 5110(e)(1) and

FINRA Rule 5110(g). All Securities Commissions due to ODB shall be issued pursuant to the registration exemption provided by Section 4(a)(2) of the Securities Act unless otherwise qualified or registered under such. The Issuer agrees that the Securities Commission can be assigned to ODB's Affiliates at ODB's sole discretion and without notice, and no further consent from the Issuer is needed for this assignment.

TRZX Token Holder Benefits

TRZX Token holders shall participate in the anticipated potential profits of Treasure Experience, LLC as follows:

1. TRZX token holders will receive a pro-rated share of a 75/25 (Holder/Company) split on profits until each holder has been returned 125% of initial Token price or $1.25 USD on the Dollar.

2. Following the return above of investment plus 25%, the TRZX Token holders shall receive a pro-rated 40% share in the company profits from media content and branded merchandise as an ongoing royalty.

3. Additionally, TRZX Token holders shall be eligible to receive a pro-rated share of 10% from the profits from the "net recovery" (after the settlement of pre-existing claims and/or shares to the countries of origin or relative jurisdiction) of monetizable items from shipwrecks and other potential treasure sites.

4. If applicable, TRZX Token holders may receive up to 5% royalty from the patent and licensing of intellectual property, including but not limited to submersible remotely operated vehicles (ROVs), developed by management during the course of the Company's ongoing research and development activities.

Payments to TRZX Token holders shall be made at times scheduled by the Token Issuer and will be contingent upon holding the TRZX Tokens at the time of scheduled payouts.

For example, and for illustrative purposes only, in the hypothetical event a Subscriber's funds of USD $10,000 on February 1, 2025, then the same would be entitled to receive 10,000 TRZX Tokens, 75% of the profits of Treasure Experience will be delegated to the TRZX Token Holders on a prorated basis until each holder receives 125% of the original token price of $1.00 (regardless of whether they received the incentive discount). The holder of 10,000 TRZX Tokens would therefore receive the equivalent of $12,500. Following this, the TRZX Token holder would continue to receive 40% of the profits of Treasure Experience, LLC as an ongoing royalty pro rata based on the percentage ownership of total token supply. Furthermore, as lost shipwrecks may be discovered via Treasure Experience projects and recovered by its affiliate, Coral Partners Management, Token holders will receive their prorated portion of 10% of the sale of the net recovery of monetizable items. Token holders may also receive their prorated portion of 5%

royalty of patented and licensed intellectual properties (if any) developed by the Company.

Token Purchase Agreement and “Incentive Discount”

The Subscription Price of TRZX is equal to USD $1.00 per TRZX (“TRZX Token”) However, Subscribers that subscribe prior to February 1, 2025 will receive a 10% discount. To receive TRZX Tokens at $0.90 per TRZX Token a) a subscriber’s payment must be paid in full by 12:00 AM EDT on January 19th, 2025.

Additional “Tiered Investment Bonuses”

Basic Limited Entry Level – US $1,000

- Treasure Experience^2 1 – Year (no dues) Membership Value at US $49
- Digital Copy of Finding Your Treasure Without Losing Yourself
- 10% Discount on Merchandise from the Treasure Experience Online Store

1st Tier Level – Bronze Minimum Investment – US $3,000

- Treasure Experience^2 Charter Membership (No Annual Dues)
  - Value at US$499 based upon savings from annual membership for 5 years, plus other features.
- Digital Copy of *Finding Your Treasure Without Losing Yourself*
  - Free Hard Copy (pay shipping and handling) upon request.
- Bronze Limited Edition Treasure Experience^2 Coin (subject to international shipping and customs limitations)
- 10% Discount on Merchandise from the Treasure Experience^2 Online Store

2nd Tier Level – Silver Minimum Investment – US$ 10,000

- Treasure Experience^2 Charter Membership (No Annual Dues)
- Digital Copy of *Finding Your Treasure Without Losing Yourself*
  - Free Hard Copy (pay shipping and handling) upon request.
- Silver Limited Edition Treasure Experience^2 Coin (subject to international shipping and customs limitations)
- 10% Discount on Merchandise from the Treasure Experience^2 Online Store
- US$ 100 Gift Certificate from the Treasure Experience^2 Online Store

3rd Tier Level – Gold Minimum Investment – US$ 25,000

- Treasure Experience^2 Charter Membership (No Annual Dues)
- Digital Copy of *Finding Your Treasure Without Losing Yourself*
  - Free Hard Copy (pay shipping and handling) upon request.
- Gold Limited Edition Treasure Experience^2 Coin (subject to international shipping and customs limitations)
- 10% Discount on Merchandise from the Treasure Experience^2 Online Store
- US$ 200 Gift Certificate from the Treasure Experience^2 Online Store
- Invitation to VIP Event

4th Tier Level – Platinum Minimum Investment – US$ 50,000

- Treasure Experience^2 Charter Membership (No Annual Dues)
- Digital Copy of *Finding Your Treasure Without Losing Yourself*
  - Free Hard Copy (pay shipping and handling) upon request.
- Silver On Gold Limited Edition Treasure Experience^2 Coin (subject to international shipping and customs limitations)
- 10% Discount on Merchandise from the Treasure Experience^2 Online Store
- US$ 300 Gift Certificate from the Treasure Experience^2 Online Store

- Invitations to VIP Events

5th Tier Level – Diamond Minimum Investment – US$ 100,000

- Treasure Experience² Charter Membership (No Annual Dues)
- Digital Copy of *Finding Your Treasure Without Losing Yourself*
    - Free Hard Copy (pay shipping and handling) upon request.
- Gold on Silver Limited Edition Treasure Experience² Coin (subject to international shipping and customs limitations)
- 10% Discount on Merchandise from the Treasure Experience² Online Store
- US$ 500 Gift Certificate from the Treasure Experience² Online Store
- Invitations to VIP Events
- Join us for a day on one of our survey or recovery boats

6th Tier Level – Elite Emerald Minimum Investment – US$ 250,000

- Treasure Experience² Charter Membership (No Annual Dues)
- Digital Copy of *Finding Your Treasure Without Losing Yourself*
    - Free Hard Copy (pay shipping and handling) upon request.
- "Special" Very Limited Edition Treasure Experience² Coin (subject to international shipping and customs limitations)
- 10% Discount on Merchandise from the Treasure Experience Online² Store
- US$ 1,000 Gift Certificate from the Treasure Experience Online² Store
- Invitations to VIP Events
- Join us for several days on the boat and dive with the Treasure Experience² Team (optional), subject to diving certification level and legal/insurance requirements.

Estimated Use of Proceeds:

Our current estimated use of proceeds from the Offering, subject to substantial and material change in our sole discretion, may be allocated in our sole discretion to fund a multitude of projects and ventures being pursued by Treasure Experience, LLC, including, but not limited to other entities or projects which may be deemed by our management as beneficial to us. Such projects or entities shall be engaged in U.S. domestic and international operations, research and development, production, licensing, branded merchandise, employees and employee benefits, computer hardware and software purchase and development, legal fees, domestic and international marketing, office space, acquisition of real estate, development and production of online content, television shows and feature films. We may also utilize the proceeds of the Offering for any other business-related expenses including, but not limited to, Offering expenses, legal, accounting, due diligence, overhead, marketing, expenses, retirement of debt, settlements, interest payments, redemptions, etc. Our general plan for **Use of Proceeds is as follows:**

Treasure Experience

Projected Startup Costs	
Business Startup Year 1	
Content Production	$870,000
Marketing / PR / Promotion	$750,000

Utility & Professional Business Expenses	$637,400
Operating Expenses	$1,695,450
Commissions	$300,000
Capital Expenses	$747,150
Total Startup Costs	$5,000,000

***Our use of proceeds does not reflect the potential for all or part of the Offering being prescribed within the Incentive.**

Discount period. Any reduction in total proceeds due to Incentive Discounts shall be applied on a pro rata basis to the line items described above.

Risk Factors

The Tokens are not without risk. See "Risk Factors".

Short-Term Investments Amounts held by the Token Issuer pending investment, reinvestment, or distribution may be placed in conservative, short-term flexible instruments.

Management Team

See "Executive Management Team". We may also employ other persons to manage our activities, including but not limited to, traders, analysts, investment advisors, accountants, attorneys, risk managers, statisticians, computer technicians, investment banking consultants, etc. We may also enlist the services of other professionals if deemed in the best interest of the Token Issuer.

Closing of Offering

Applications to subscribe for Tokens may be received until such closing date as may be established by the Token Issuer.

Transfer of Tokens

Tokens may not be transferred without the prior written consent of the Token Issuer and/or without having satisfied Rule 144 of the U.S. Securities Act or other exemptions, if applicable (examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same or to non-U.S. Persons who are not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the U.S. Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the Offering will be made, for one or more TRZX Tokens as described in this Memorandum. Please consult with your own securities counsel as to such matters). Each Token Subscriber will be required to agree that they will not make a market in the Tokens and that they will not affect the transfer of the Tokens on an established securities market, a secondary market or the substantial equivalent thereof.

Retraction	We may compulsorily redeem the Tokens of any Subscriber to ensure compliance with securities laws or for any or no reason.
Expenses	The associated costs of the Offering and marketing of our Tokens will be paid for by the Token Issuer. We will also pay certain expenses in connection with our operations, including the fees of our functionaries, accounting, legal, and other professional costs and out-of-pocket expenses of our Token Issuer, some or all of whom may be Affiliates (See "Compensation" and "Conflicts of Interest").
How to Subscribe	To subscribe, please go to https://republic.com/trzx review and read our Memorandum, and go to and complete the registration process: 1. Complete the Investor and Disclosure Attestation AND 2. A Token Purchase Agreement "TPA" with the amount you want to invest and the payment type. If your subscription is accepted, you will receive a countersigned copy of your TPA effective as of the date of receipt of your funds (the "Effective Date") via email. If rejected, all monies tendered will be returned to you in full without interest or further obligation.
*Notice	The foregoing summary is qualified in its entirety by the TREASURE EXPERIENCE, LLC ("we", "our", "us", or the "Token Issuer") Offering Memorandum as may be amended or supplemented from time to time (the "Memorandum") which contains more complete information including risk factors. This summary also contains forward-looking statements and hypothetical economic forecasts that may not be realized. By receiving or viewing this summary, you acknowledge and agree not to rely upon it in making an investment decision. Please read the Memorandum. By receiving or viewing this summary, you acknowledge and agree that (i) all of the information contained herein is subject to confidentiality between yourself and the Token Issuer and/or its Affiliates; (ii) you will not copy, reproduce or distribute this summary or the Memorandum, in whole or in part to any person or party without the prior written consent of the Token Issuer and/or without having satisfied Rule 144 of the U.S. Securities Act, if applicable; (iii) in the event you do not invest you will return this summary and the Memorandum as soon as practicable to the Token Issuer, together with any other summary relating to the Token Issuer or its Affiliates in your possession. This summary does not constitute or form a part of any offer to sell or solicitation to buy securities nor shall it or any part of it form the basis of any contract or commitment whatsoever. Without limiting the foregoing, this summary does not constitute an offer or solicitation in any jurisdiction in which such an offer or solicitation is not permitted under applicable law or to any person or entity whom is not an "Accredited Investor" as defined under Rule 501(a) of the U.S. Securities Act of 1933, as amended, or who does not possess the qualifications described

in the Memorandum.

PLEASE READ THE MEMORANDUM.

FOR MORE INFORMATION, PLEASE CONTACT US:

TREASURE EXPERIENCE, LLC
100 Avenue A, Suite 2B, Fort Pierce, Florida 34950, USA
E-mail: securities.support_treasureexperience@inx.co

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SOURCES OF INFORMATION

This Memorandum contains summaries of and references to certain documents, which are believed to be accurate and reliable. Complete information concerning these documents is available for your inspection or your duly authorized financial consultants and advisors. All documents relating to the Token Issuer will be made available to you or your representatives at our administrative offices in Fort Pierce, Florida, or via electronic file share in our Token Issuer's sole discretion. In some cases, a confidentiality and non-circumvention agreement must be signed. The officers, directors, or managers of our Token Issuer are available by telephone or by appointment to provide answers to questions concerning the Token Issuer and the Tokens. NO REPRESENTATIVE HAS BEEN AUTHORIZED TO GIVE YOU ANY INFORMATION OTHER THAN THAT SET FORTH IN THIS MEMORANDUM REPRESENTATION.

This Memorandum has been prepared to provide you with information concerning the risk factors, terms and proposed activities of the Token Issuer and to help you make an informed decision before subscribing. However, neither the delivery of this Memorandum to you nor any sales made hereunder shall create any implication that there has been no change in our affairs since the date on the cover of this Memorandum. Also, there are terms used throughout this Memorandum, which may be unfamiliar to some readers. Please refer to the Definitions section of this Memorandum.

This Memorandum does not constitute an offer or solicitation to anyone in any state or jurisdiction in which such an offer or solicitation is not authorized. Any reproduction or distribution of this Memorandum in whole or in part or the divulgence of any of its contents without our prior written consent is strictly prohibited.

We reserve the right to proceed with our objectives at any time. The Token Issuer need not receive subscriptions of any minimum amount to commence utilizing funds. Such funds will not be escrowed and shall become available for our immediate use. We reserve the right to obtain financing and capitalization from Affiliates, employees, principals, industry participants, private partners, or to others on terms other than those outlined in this Memorandum. We reserve the right to offer back-end participation on specific projects to interested investors as part of a negotiation for the purchase of TRZX Tokens. In addition, we reserve the right to terminate the Offering without notice at any time.

The Tokens are offered in reliance upon exemptions from registration under the U.S. Securities Act of 1933, as amended, and applicable exemptions in U.S. states and/or other non-U.S. jurisdictions. Accordingly, the Tokens are deemed "restricted securities" as such term is defined under U.S. federal and U.S. state securities laws and other applicable jurisdictions and cannot be subsequently sold or transferred without registration or reliance, to the satisfaction of counsel for the Token Issuer, that an exemption from registration is available. You should be aware that no market for our Tokens presently exists and there can be no assurance that a market will ever materialize.

The Tokens offered hereby are not registered under the U.S. Trust Indenture Act of 1939, as amended (the "TIA"), pursuant to an exemption claimed under Section 304(b) of the TIA. Consequently, our business plan may not contain all of the provisions required by the TIA to the extent the TIA is applicable if at all. The TIA would provide for oversight and substantive government review that will not be present under the terms of the present Offering. We are not registered as an "investment company" as such term is defined under the U.S. Investment Company Act of 1940, as amended (the "ICA"), but claim an exemption therefrom pursuant to Section 3(c)(1) and/or 3(c)(7) thereunder in the event the ICA is applicable to us if at all.

We are not currently subject to ongoing information disclosure requirements of the U.S. Securities and Exchange Act of 1934, as amended, and most likely will not be subject to such requirements after the completion of the Offering. Accordingly, we are not required to provide quarterly or annual reports to Subscribers, although we intend to issue updates on our progress as warranted.

Throughout this Memorandum reference is made to certain information not contained in this document. If you wish to read the referenced material, we will attempt to provide it for you so long as procuring such information is not unduly expensive or burdensome. Please call us at 772.241.7977 or e-mail us at investment@treasureexperience2.com to inquire about referenced information.

Any clerical mistakes or errors in this Memorandum are ministerial in nature and are not a material factual misrepresentation or a material omission of fact and may be corrected or clarified at any time without notice.

A WARNING ABOUT FORWARD-LOOKING STATEMENTS

Some of the statements in this Memorandum, expressly including "Risk Factors" in this Memorandum as well as those statements using words such as "aim", "anticipate", "assume", "believe", "estimate", "expect", "intend", "plan", "predict", "project", "seek", "will", "shall", and comparable terms, are forward-looking statements. You should exercise extreme caution with respect to all forward-looking statements made in this Memorandum. Forward-looking statements are not statements of historical fact, and they reflect our views and assumptions as of the date of this Memorandum regarding future events and operating performance. All forward-looking statements address matters that involve risks and uncertainties. Accordingly, there are important factors that could cause our actual results to differ materially from those indicated in these statements. We believe that these factors, include, but are not limited to, those described under "Risk Factors" in this Memorandum and the following:

- Statements regarding the blockchain-related or cryptocurrency industry and the opportunity to profit within such industry;

- Competition, pricing, level of production or the regulations that may affect the profitability and ownership of our Tokens;

- Statements regarding our plans and objectives including, without limitation, the size and nature of the costs we expect to incur and persons and services we may employ; and

- Any statements other than historical fact.

This list of factors is not exhaustive and should be read with the other cautionary statements that are included in this Memorandum. Market data, if used in this Memorandum, were obtained from industry sources as well as from research reports prepared for other purposes. We have not independently verified the data obtained from these sources and we cannot assure you of the accuracy or completeness of the data. Forward-looking information obtained from these sources is subject to the same qualifications and the additional uncertainties regarding the other forward-looking statements in this Memorandum. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by this section. You should specifically consider the factors identified in this Memorandum that could cause actual results to differ from those discussed in the forward-looking statements before making an investment decision. We do not undertake any obligation to publicly update or review any forward-looking statement, whether as a result of new information, future events or otherwise.

RISK FACTORS

A purchase of TRZX Tokens, involves a high degree of risk. You should consider carefully the risks described below, together with all of the other information contained in this Private Placement Memorandum and the Offering Documents, before making a decision to participate in this Offering. The following risks entail circumstances under which TRZX Tokens, our business, financial condition, and results of operations and prospects could suffer. They may also be harmed by additional risks and uncertainties not currently known or that we currently do not believe to be material.

RISKS ASSOCIATED WITH OUR TOKENS

We may incur liabilities that may exceed our available capital or resources.

There is the possibility that, due to factors beyond our ability to predict or control, our obligations to users of our Tokens or consumers of the value propositions, products and/or services of our company or associated partnerships or companies may exceed our available capital or that we may become insolvent or otherwise fail in our objectives. There is also the possibility of systemic failures in the blockchain ecosystem and/or failure of adoption of the value propositions, products and/or services of one or more of our Affiliated Project Companies despite our best efforts to predict and protect against such downside risks. No token, including our TRZX Token, is “bulletproof” or not susceptible to being overrun or compromised. Any such events could have a material adverse effect upon the utility or value of the Token and/or cause our company to become insolvent and fail in its designed purposes.

Our Token may not be widely adopted and may have limited users.

It is possible that our Token will not be used by a large number of individuals, companies and other entities or that there will be limited public interest in TRZX Tokens. Such a lack of use or interest could negatively impact the value of our Tokens.

RISKS RELATED TO BLOCKCHAIN TECHNOLOGIES AND DIGITAL ASSETS

The regulatory regime governing blockchain technologies, cryptocurrencies, tokens and token offerings such as our Tokens is uncertain, and new regulations or policies may materially adversely affect the development of our Token protocol and the utility of the Tokens.

Regulation of tokens (including our Token) and token-related offerings such as the Offering, cryptocurrencies, digital security tokens, blockchain technologies, and cryptocurrency exchanges and digital securities exchanges currently are undeveloped and likely to rapidly evolve, varies significantly among international, federal, state and local jurisdictions and is subject to significant uncertainty. Various legislative and executive bodies in the United States and in other countries may in the future, adopt laws, regulations, guidance, or other actions, which may severely impact the development and growth of our Token protocol and the adoption and utility of the Tokens. Failure by the Token Issuer, our Affiliates, or certain users of our Token protocol to comply with any laws, rules and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

As blockchain networks and blockchain assets have grown in popularity and in market size, U.S. federal and state agencies, as well as non-U.S. financial regulators and government authorities, have begun to take interest in, and in some cases regulate, their use and operation.

In the case of virtual currencies, U.S. state regulators like the New York Department of Financial Services have created new regulatory frameworks. Others, as in the U.S. state of Texas, have published guidance on how their existing regulatory regimes apply to virtual currencies. Some U.S. states, like New Hampshire, North Carolina, and Washington, have amended their state's statutes to include virtual currencies into existing licensing regimes. Treatment of virtual currencies continues to evolve under U.S. federal law as well. The U.S. Department of the Treasury, the U.S. Securities Exchange Commission (SEC), and the U.S. Commodity Futures Trading Commission (CFTC), for example, have published guidance on the treatment of virtual currencies. The U.S. Internal Revenue Service (IRS) has released guidance treating virtual currency as property that is not “currency” for U.S. federal income tax purposes, although there is no indication yet whether U.S. courts or U.S. federal or state regulators will follow this classification. Both U.S. federal and state agencies have instituted enforcement actions against those violating their interpretation of existing laws. The regulation of non-currency use of blockchain assets is also uncertain. The CFTC has publicly taken the position that certain blockchain assets are commodities, and the SEC has issued a public report stating federal securities laws require treating some blockchain assets as securities. To the extent that a domestic government or quasi-governmental agency exerts regulatory authority over a blockchain network or asset, our Tokens may be materially and adversely affected. Blockchain networks also face an uncertain regulatory landscape in many non-U.S. jurisdictions such as the European Union, China and Russia. Various non- U.S. jurisdictions may, in the near future, adopt laws, regulations or directives that affect our Token protocol. Such laws, regulations or directives may conflict with those of the United States or may directly and negatively impact our business. The effect of any future regulatory change is impossible to predict, but such change could be substantial and materially adverse to the development and growth of our Token protocol and the adoption and utility of the Tokens. New or changing laws and regulations or interpretations of existing laws and regulations, in the United States and other jurisdictions, may materially and adversely impact the value of the currency in which the Tokens may be exchanged, the liquidity of the Tokens, the ability to access marketplaces or exchanges on which to trade the Tokens, and the structure, rights and transferability of Tokens.

The Issuance of Tokens May Constitute the Issuance of a "Security" Under U.S. Federal Securities Laws.

On July 25, 2017, the U.S. Securities and Exchange Commission (SEC) issued a Report of Investigation under Section 21(a) of the Securities Exchange Act of 1934 (the "Exchange Act") describing an SEC investigation of an ICO issuer and its use of distributed ledger or blockchain technology to facilitate the offer and sale of tokens to raise capital. The SEC applied existing U.S. federal securities laws to this new paradigm, determining that the tokens were securities. The SEC stressed that those who offer and sell securities in the U.S. are required to comply with federal securities laws, regardless of whether those securities are purchased with virtual currencies or distributed with blockchain technology. If our Tokens are "securities" under U.S. federal securities laws, then we are required to either register them under the U.S. Securities Act or find an applicable exemption from registration for such transactions. The registration of our Tokens under the U.S. Securities Act would result in significant delay in the issuance of Tokens and would require us to incur substantial additional expense. Therefore, we will endeavor to conduct the Offering pursuant to available exemptions from registration under existing U.S. federal and state securities laws and available exemptions in applicable non-U.S. jurisdictions. There can be no assurance we will qualify for such exemptions.

The Offering may be subject to registration under the U.S. Securities Exchange Act of 1934 (the "Exchange Act") if the Token Issuer has assets above USD $10 million and more than 2,000 Subscribers participate in the Offering.

Under applicable U.S. securities laws, companies with total assets above USD $10 million and more than 2,000 holders of record of its equity securities, or 500 holders of record of its equity securities who are not accredited investors, must register that class of equity securities with the SEC under the Exchange Act. With the capital raised from the Offering, we may surpass USD $10 million in assets as we build out our Token protocol. Furthermore, our Tokens are likely considered "securities" under U.S. securities law and because there is the possibility that the Offering may surpass 2,000 Subscribers, we may be deemed by the SEC to have more than 2,000 holders of record of our "equity securities" following the Offering. We do not believe that our Token will be considered an "equity security" even if it is a security. However, if these two conditions are met (i.e., the Token being both a "security" and an "equity security"), then we would have to register the Offering with the SEC, which would be a laborious and expensive process. If such registration takes place, much of the information regarding the Offering would become available to the public.

Token Subscribers will have no control and we may only have limited control once the Tokens are delivered.

Our Token is comprised of open-source technologies that depend on a network of computers to run certain software programs to process transactions. Because of this less centralized model, we have limited control over our Token. For example, we do not have direct access or control to the underlying code upon which ERC is based. Also, ERC Tokens may continue to be mined by cryptocurrency miners independent of the Token Issuer or its Affiliates. In addition, our Subscribers are not and will not be entitled, to vote or receive dividends or be deemed the holder of capital stock of the Token Issuer or its Affiliated Project Companies for any purpose, nor will anything be construed to confer on the Subscribers any of the rights of a stockholder of the Token Issuer or its Affiliated Project Companies or any right to vote for the election of directors or upon any matter submitted notice of meetings, or to receive subscription rights or otherwise.

There may be apparent and actual conflicts of interests.

Certain individuals involved in the development of the Token protocol may encounter potential conflicts of interest in connection with the Token protocol and the interests of the Affiliated Project Companies associated with the Token Issuer, such that said party may avoid a loss, or even realize a gain, when Subscribers in the Tokens are suffering losses. Subscribers to our Tokens will have no ownership or other interest in the Affiliated Project Companies or in the assets of the Token Issuer. Also, Subscribers to our S Tokens may also have conflicting investment, tax, and other interests with respect to their Token investments, which may arise from the terms of the Token, the Token's code or platform, or other token pre-sales, or other factors. Decisions made by the key employees of the Token Issuer on such matters may be more beneficial for some Subscribers than for others.

Subscribers may lack information.

As a Subscriber, you may not be able to obtain all information you would want regarding the Token Issuer, our Tokens, or our Token protocol, on a timely basis or at all. It is possible that you may not be aware on a timely basis of material adverse changes that have occurred with respect to your subscription. While we have made efforts to use open-source development for our Tokens and to provide adequate disclosure to you through this Memorandum, including attached Exhibits, this information may be highly technical by nature and may not be readily understood by many Subscribers. As a result of these difficulties, as well as other uncertainties, you may not have accurate or accessible information about our Token protocol, the Token Issuer, or the Tokens. If you have additional questions beyond that which we are able to reasonably answer, please consult with your own technical advisors before subscribing.

TRZX Token has a limited history.

Our Token has a limited history. The terms of our subscription agreement and Tokens should be evaluated on the basis that our assessment, or any third party's assessment, of the prospects of our Token protocol may not prove accurate, and that we will not achieve our objectives. Past performance of any similar token or Token protocol is not predictive of our future results or that of our Token or Token protocol.

If our Token protocol is unable to satisfy data protection, security, privacy, and other government- and/or industry specific requirements, its growth could be harmed.

There are a number of data protection, security, privacy and other government- and/or industry-specific requirements, including those that require companies to notify individuals of data security incidents involving certain types of personal data. Security compromises could harm our Token protocol's reputation, erode user confidence in the effectiveness of its security measures, negatively impact its ability to attract new users, or cause existing users to stop using our Token protocol.

The further development and acceptance of blockchain networks, including our Token protocol, which are part of a new and rapidly changing industry, are subject to a variety of factors that are difficult to evaluate. The slowing or stopping of the development or acceptance of blockchain networks and blockchain assets would have an adverse material effect on the successful development and adoption of our Tokens.

The growth of the blockchain industry in general, as well as the blockchain networks with which the Token protocol will rely on and interact, is subject to a high degree of uncertainty. The factors affecting the further development of the cryptocurrency industry, as well as blockchain networks, include, without limitation:

- Worldwide growth in the adoption and use of cryptocurrencies such as Bitcoin, and other blockchain technologies;
- Government and quasi-government regulation of cryptocurrencies such as Bitcoin, and other blockchain assets and their use, or restrictions on or regulation of access to and operation of blockchain networks or similar systems;
- The maintenance and development of the open-source software protocol of cryptocurrency networks;
- Changes in consumer demographics and public tastes and preferences;
- The availability and popularity of other forms or methods of buying and selling goods and services, or trading assets including new means of using fiat currencies or existing networks;
- General economic conditions and the regulatory environment relating to cryptocurrencies; or
- A decline in the popularity or acceptance of cryptocurrencies such as Bitcoin or other blockchain-based tokens would adversely affect our results of operations.

The slowing or stopping of the development, general acceptance and adoption and usage of blockchain networks and blockchain assets may deter or delay the acceptance and adoption of our Token protocol and the Tokens.

The prices of blockchain assets are extremely volatile. Fluctuations in the price of digital assets could materially and

adversely affect our business, and the Tokens may also be subject to significant price volatility.
The prices of blockchain assets such as Bitcoin have historically been subject to dramatic fluctuations and are highly volatile, and the value and utility of the Tokens may also be highly volatile. Several factors may influence the value and utility of the Tokens, including, but not limited to:

- Global blockchain asset supply;
- Global blockchain asset demand, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of blockchain assets like cryptocurrencies as payment for goods and services, the security of online blockchain asset exchanges and digital wallets that hold blockchain assets, the perception that the use and holding of blockchain assets is safe and secure, and the regulatory restrictions on their use;
- Investor expectations with respect to the rate of inflation;
- Changes in the software, software requirements or hardware requirements underlying the Token protocol;
- Changes in the rights, obligations, incentives, or rewards for the various participants in the Token protocol;
- Interest rates;
- Currency exchange rates, including the rates at which digital assets may be exchanged for fiat currencies;
- Fiat currency withdrawal and deposit policies of blockchain asset exchanges on which the Tokens may be traded (which may or may not include our Token protocol) and liquidity on such exchanges;
- Interruptions in service from or failures of major blockchain asset exchanges on which the Tokens may be traded (which may or may not include our Token protocol); Investment and trading activities of large investors, including private and registered funds, which may directly or indirectly invest in our Token protocol or Tokens or other blockchain assets;
- Monetary policies of governments, trade restrictions, currency devaluations and revaluations;
- Regulatory measures, if any, that affect the use of blockchain assets such as the Tokens;
- The maintenance and development of the open-source software protocol of our Token protocol;
- Global or regional political, economic or financial events and situations; or
- Expectations among Token protocol or other blockchain assets participants that the value of the Tokens or other blockchain assets will soon change.

A decrease in the price of a single blockchain asset may cause volatility in the entire blockchain asset industry and may affect other blockchain assets including the Tokens. For example, a security breach that affects investor or user confidence in cryptocurrencies such as Bitcoin may affect the industry as a whole and may also cause the price of the Tokens and other blockchain assets to fluctuate.

RISKS ASSOCIATED WITH THE TOKEN ISSUER

We are dependent upon the collective skill set of our management team.

We are dependent upon the efforts and collective skill set of our management team (see "Executive Management Team") and other personnel or contractors hired or retained by them to successfully execute our business objectives. Despite their best efforts, any failure by these persons to adequately perform for us could materially affect the value and utility of our Token and Token protocol. To the extent officers, directors, managers or consultants of the Token Issuer violate laws or other regulatory requirements in their efforts, it could also negatively impact us, and we may not be aware of the risk or occurrence. Plus, we have agreed to indemnify them against liability for all but the most serious infractions. Also, our business, by its nature, is highly technical. The officers, directors, managers of our Token Issuer may receive compensation for their time combined with performance-based bonus from time to time and most if not all of these persons are only employed or otherwise engaged by us on a part-time or limited basis and have other duties elsewhere besides the Token Issuer (See "Compensation" and "Conflicts of Interest"). Loss of any of these individuals or mistakes by them could have a material and adverse impact on the value and utility of our Token and Token protocol. If we are unable to recruit and retain a sufficient number of personnel with the appropriate skill sets to execute our business model, we could be forced to limit our growth or possibly curtail our operations or cease business altogether.

Failure to effectively manage our growth could adversely affect our business and operating results.

Any future growth will undoubtedly place additional demands on our resources, and we cannot be sure that we will be able to manage our growth effectively. To successfully manage our growth, we may need to:

- Expand and enhance our administrative and/or technology infrastructure;
- Expand or enhance our access to debt and/or equity capital; and
- Enhance our management systems, our financial and information systems, and our controls.

Uncontrolled growth could put additional emphasis on recruiting, training, managing and retaining our employees and other personnel and place a strain on our management, operations, and financial resources. We cannot assure you that our present or future infrastructure, facilities, offices and personnel will be adequate to support our future operations or to effectively adapt to future growth. If we cannot manage our growth effectively, our results of operations may be materially and adversely affected.

We may incur unrecoverable legal costs.

We may incur legal and court costs related to litigation and/or other regulatory action. Costs associated with litigation and/or regulatory matters are often difficult to collect even when one prevails. In the event we incur such costs we will likely not recover such costs.

If we fail to comply with applicable government laws, it could result in the suspension or termination of our ability to conduct business.

We may be regulated under various U.S. federal and state laws and regulations and/or that of other non-U.S. jurisdictions. National government regulators (such as the SEC in the United States) have broad authority to investigate, recommend enforcement actions, and seek monetary penalties. State and provincial regulatory authorities often have similar powers. In addition, we expect to work extensively with both bankers, brokers and lawyers. Such professionals are subject to regulation by their respective licensing and regulatory bodies. Failure to comply with applicable laws, regulations, and professional or ethical rules of conduct could result in further investigations and enforcement actions, and we could be subject to fines as well as the suspension or termination of our ability to conduct business which would have a material and adverse effect on our financial position and the results of operations. In addition, new U.S. federal, state or non-U.S. laws or regulations in the jurisdictions in which we intend to operate, or changes in the ways these rules or laws are interpreted or enforced, could limit our activities, or the activities of our personnel, in the future or significantly increase the cost of regulatory compliance.

We are subject to conflicts of interest.

There are conflicts of interest inherent in our activities. We are owned and/or controlled by our key personnel or consultants (See "Executive Management Team") who may engage in the business of buying cryptocurrencies for their own account or on behalf of other Subscribers. Such persons and/or their Affiliates may own or manage other blockchain-related ventures and/or related concerns or related assets on their own behalf and on behalf of others. Also, such persons will spend a materially significant amount of time on projects and ventures of the Token Issuer and to obligations both personal and professional outside the activities of the Token Issuer, including, but not limited to other business responsibilities to entities other than the Token Issuer, family responsibilities, and/or other entities or projects which may be deemed by our management as beneficial to the Token Issuer. Any additional responsibilities taken on by our key personnel or consultants or their affiliates may cause them to devote less time to the business of the Token Issuer and our Token protocol than is necessary for optimal performance. In addition, our key personnel or consultants or their affiliates may subscribe for Tokens themselves, may loan money to and/or borrow money from the Token Issuer, etc. The Token Issuer may also reimburse, lend money to and/or invest capital into affiliates. While in such cases we will endeavor to make such loans or investments on commercially reasonable terms, there can be no assurance of this. Such loans or investments may not be secured by the assets of the borrower, may not be backed with sufficient collateral, may be subordinate to senior lenders, and/or may be difficult to collect in the event of default.

Certain services to be provided to the Token Issuer, such as legal, accounting, marketing, consulting, advisory and technical services, may be performed by our affiliates or related parties under common control or with common interests or objectives. There is the possibility that if the value or utility of our Tokens or Token protocol declines, our Affiliates or related parties may still realize a profit even though you do not.

Conflicts of interest for the individual members of our key personnel, affiliates, consultants and/or others associated with the Token Issuer by way of contract may also arise. Our affiliates may retain or own intellectual property rights associated with our Tokens and Token protocol. Also, there may be intellectual property rights owned by our personnel that are either not claimed or claimable by us. Such interests have not been pledged as collateral or surety for the Tokens in any way, shape, or form. In addition, such interests may be sold, transferred or conveyed, in whole or in part, directly or indirectly, to others including our key personnel, affiliates, consultants and/or service providers without notice to Token Subscribers. In addition, such individuals, either directly or indirectly, may provide services to other related concerns and may engage in blockchain-related ventures for their own account and/or the account of others without accounting to the Token Issuer or Token Subscribers.

In addition, certain of our Executive Management Team and/or their affiliates are presently engaged in the blockchain-related ventures or other concerns independent of the Token Issuer. Such persons may also be involved with other aspects of the blockchain or cryptocurrency industry, which may or may not compete directly or indirectly against the interests of the Token Issuer. All of the foregoing activities or relationships may result in conflicts of interest.

You should seek out independent technical, legal, professional, tax, and financial advice.

This Memorandum is not technical, legal, professional, tax, or financial advice. You agree that no question-and-answer sessions or other communications with the Token Issuer, our Affiliates or Executive Management Team shall be considered technical, legal, professional, tax, or financial advice. None of our Executive Management Team, Affiliates or key personnel, consultants, advisors, counsel, accountants, engineers, etc., have given nor shall they give you technical, legal, professional, tax, or financial advice despite the fact they may also happen to be attorneys, engineers, accountants, or other licensed professionals. None such persons shall be deemed to have given you any technical, legal, professional, tax, or financial advice or counsel whatsoever. We strongly recommend you consult with your own technical, legal, professional, tax, and financial advisors regarding the inherit risks of the Token Issuer before subscribing to the Tokens.

Few forums currently exist to trade blockchain-based security tokens.

Currently only a small number of SEC-registered ATSs have the technological capabilities to permit the trading of security tokens like the TRZX Token, and they are all in an early stage of operation. Because the TRZX Token will be considered a security, they cannot trade on cryptocurrency exchanges like Coinbase. If we are unable to list on an SEC-registered ATS that is capable of handling blockchain tokens or place them on a compliant peer-to-peer network, liquidity of the TRZX Token will be limited, and the holders may be unable to resell them easily or at acceptable prices during the Term.

Our forecasts are reliant upon hypothetical assumptions and lack independent review.

Financial projections or economic forecasts, if any, contained in this Memorandum or otherwise utilized by the Token Issuer or its Affiliated Project Companies are based on assumptions believed to be reasonable. However, such projections or forecasts, if any, are strictly hypothetical in nature. There is no assurance or guarantee expressed or implied that results of our operations will be similar to such projections, if any. There has been no independent economic review made of the merits of a subscription to the Token Issuer, our Tokens, Token protocol, affiliated companies, affiliates, etc. You will subscribe without independent evaluation of our hypothetical projections and their underlying assumptions. Consequently, you will assume the risk that the actual results of our activities may be significantly different than those shown in projections, if any, and the risk that you may lose your entire subscription funds. This is materially magnified by the fact that you will not have any debt, equity, or other kinds of interest in the Token Issuer or in any of our Affiliated Project Companies or their associated assets or affiliates.

The Offering is not registered under state and federal securities laws.

The Offering has not been registered under the U.S. Securities Act of 1933, as amended, nor registered under the securities laws of any U.S. state or other jurisdiction. We do not intend to register the Offering at any time in the future. Thus, you will not enjoy any benefits that may have been derived from such a registration and corresponding review by regulatory officials. You or your representatives must make your own decision as to subscribing to our Tokens with the knowledge that regulatory officials have not commented on the adequacy of the disclosures contained in this Memorandum or on the fairness of our Offering. The lack of registration of the Offering also significantly restricts the transferability of the Tokens.

We could incur securities regulatory action.

While we believe the Offering will be conducted in compliance with existing U.S. federal and state securities laws and exemptions from registration, and believe prior or other Token placements have likewise been done in compliance, such placement(s) could be found by the SEC and/or one or more U.S. state securities regulatory agencies to have not been conducted in accordance with the requirements of available exemptions which finding could lead to a disallowance of exemptions from registration.

Our research, forecasts and assumptions lack independent review.

Although our analysis of and conclusions about the viability of our business model are believed to be reasonable, there is no assurance or guarantee, expressed or implied, that we will be successful in our objectives or will be able to meet its obligations in connection with the issuance of Tokens. Moreover, there has been no independent economic review of our business plan.

We may lack sufficient capitalization.

We are not required to maintain any minimum level of permanent working capital reserves. To the extent that expenses increase or unanticipated expenses arise and accumulated reserves are insufficient to meet such expenses, we would be required to obtain additional funds through raising equity capital or additional borrowing, if available. Due to our limited capitalization prior to the Offering and the fact that the resources of our Token Issuer are limited, there would be limited resources to pursue in the event that we were unable to honor our commitments to Subscribers or to others. The ability of the Token Issuer to repay any indebtedness incurred in connection with our business operations, or subsequent refinancing, will depend upon the sale, refinancing or other disposition or monetization of assets prior to the date such amounts become due. There can be no assurance that any such sale or monetization or refinancing can be accomplished at a time or on such terms and conditions as will permit the Token Issuer to repay any indebtedness. Also, financial market conditions in the future may affect the availability of loans, making financing difficult or costly to obtain. In the event the Token Issuer is unable to sell or refinance assets prior to the maturity date of any such indebtedness, or sell Tokens whether through the Offering or otherwise, the Token Issuer may be required to obtain the necessary funds through additional borrowings, if available. If additional funds are not available from any source, the Token Issuer will be subject to the risk of defaulting and/or losing the pledged assets through foreclosure, which could have a material adverse effect upon our Tokens, Token protocol, etc.

The value of the Tokens may be influenced by many unpredictable factors.

Although no secondary market for our Tokens exists, the value or utility of the Tokens issued by the Token Issuer may fluctuate. Several factors, many of which are beyond our control, will influence the value of such instruments. We expect that generally the viability and utility of our Tokens and Token protocol will affect the value of such instruments more than any other fact.

Other factors potentially affecting the value of the Tokens include:

- Supply and demand for cryptocurrencies and blockchain-related ventures and/or related assets;
- Economic, financial, political, regulatory, geographical, technical or legal events that affect our business; and
- Creditworthiness of the Token Issuer.

Risks associated with the Token Issuer and our Affiliated Project Companies may adversely affect the value of the Tokens.

Because the Tokens issued by the Token Issuer will be linked to the overall financial health and stability of the Token Issuer and/or the value propositions, products, and/or services of our Affiliated Project Companies and the adoption of our Tokens and Token protocol, any adverse event affecting the same may adversely affect your subscription.

We have limited operating history.

Although our Executive Management Team has limited experience in the cryptocurrency or blockchain-related ecosystem, the Token Issuer lacks an operating history. As a result, we, together with all of our Affiliated Project Companies, each of which have their own respective business models, are subject to all the risks and uncertainties characteristic of a new business enterprise, including the substantial problems, expenses and other difficulties typically encountered in the course of establishing a business, organizing operations and procedures, and engaging and training new personnel. The likelihood of our success must be considered in light of these and other potential problems, expenses, complications, and delays.

We cannot forecast or predict the outcome of our activities.

We are dependent upon proceeds of the Offering fund our Affiliated Project Companies' business plans and operations. There is no information at this time upon which to base an assumption that our plans will materialize or prove successful. There can be no assurance that our planned endeavors will result in any value or utility in the future, especially if our Tokens or Token protocol are not accepted by the marketplace. This, coupled with our limited operating history, makes prediction of our future operating results difficult, if not impossible. Because of these reasons, you should be aware that your entire investment capital in the Tokens is at risk.

Transferability will be restricted.

The Tokens offered by way of this Memorandum have not been registered with the SEC or any government's securities authority and will be restricted and therefore cannot be resold unless they are also registered or unless an exemption from registration is available.

The Offering price and Subscription Amount are arbitrary and variable.

The price per Token bears no relationship to our current assets, current net worth, or that of our Affiliated Project Companies, or any recognized criteria of value and should not be considered to be an indication of the actual current value of the Token, or any asset of the Token Issuer, etc.

We may require future capital to continue our operations.

Any amounts utilized from the proceeds of the Offering may prove to be inadequate for us. We may, therefore, permit or request significant additional capital from others on terms different from those set forth in the Offering, or from other sources. This may or may not have a subordinating or dilutive effect on your subscription.

Risks of injury

The nature of the business of treasure recovery involves the potential for physical injury or death including drowning related to diving and operating equipment and vessels at sea. It could impact the profitability of the company and token.

The Company reserves the right to modify the use of proceeds of the Republic Offerings.

CERTAIN U.S. INCOME TAX CONSIDERATIONS

Set forth below is a discussion, in summary form, of certain U.S. federal income tax consequences relating to a subscription to a Token and the acquisition, ownership and disposition of Tokens issued pursuant to a Subscription Agreement. This summary does not attempt to present all aspects of the United States federal income tax laws or any state, local or foreign laws that may affect a subscription in Tokens. In particular, non-U.S. Subscribers, financial institutions, insurance companies, tax-exempt entities,
Subscribers subject to the alternative minimum tax and other Subscribers of special status must consult with their own professional tax advisors regarding a prospective subscription to a Token. This summary is by nature general in nature and should not be construed as tax advice to any prospective Subscriber. No ruling has been or will be requested from the U.S. Internal Revenue Service (the "IRS") and no assurance can be given that the IRS will agree with the tax consequences described in this summary. The following discussion assumes that each prospective Subscriber will acquire Tokens as a capital asset (generally, property held for investment).

Neither we nor our Executive Management Team, advisors, lawyers, accountants, or other representatives make any representation or otherwise provide any tax advice concerning subscribing for our Tokens. By subscribing to the terms of the Offering, you represent and warrant that you have consulted your own tax advisor concerning the same and you are not relying upon us or any of the other persons listed in this paragraph, above.

This description is based on the U.S. Internal Revenue Code of 1986, as amended, (the "Code"), existing, proposed and temporary U.S. Treasury Regulations and judicial and administrative interpretations thereof, in each case as available on the date hereof. All of the foregoing is subject to change, which change could apply retroactively and could affect the tax consequences described below.

The following discussion is limited to prospective Subscribers who are "United States Persons" (U.S. Persons) within the meaning of the Code.

Each prospective Subscriber should consult with its own tax adviser in order to fully understand the U.S. federal, state, local and foreign income tax consequences of a subscription in Tokens. No formal or legal tax advice is hereby given to any prospective Subscriber. Transactions involving a Token and similar instrument, as well as Initial Coin Offerings ("ICOs") and Token transactions, are relatively new and it is more than likely that the IRS will issue guidance, possibly with retroactive effect, impacting the taxation of Subscribers to a Token, participants in an ICO, and holders of Tokens. Future tax guidance from the IRS (or guidance resulting from future judicial decisions) could negatively impact Subscribers of Tokens.

Treatment of Token Sale

The Token Issuer intends to issue Tokens to each holder of a Token pursuant to the terms of the applicable Subscription Agreement. The issuance of Tokens to a Subscriber under a Subscription Agreement will be treated as a taxable sale of property by the Token Issuer to the Subscriber. A Subscriber should not be taxed upon the acquisition of Tokens pursuant to the Subscription Agreement. A Subscriber should generally have a tax basis for U.S. federal income tax purposes in the Tokens it acquires from the Token Issuer equal to the amount of money such Subscriber advanced under the Subscription Agreement. The Subscriber's holding period in the Tokens should begin on the date the Subscriber's subscription to the Token becomes effective (See Section 1223 of the Code).

Disposition of Tokens

A Subscriber who sells, exchanges, or otherwise disposes of the Tokens for cash or other property (including pursuant to an exchange of such Tokens for other convertible virtual currency) should, pursuant to Internal Revenue Service Notice 2014-21, recognize capital gain or loss in an amount equal to the difference between the fair market value of the property received in exchange for such Tokens and the Subscriber's adjusted tax basis in the Tokens. This capital gain may be long-term if the Subscriber has held its Tokens for more than one year prior to disposition.

Treatment of Conversion of Token Upon Failure of our Token Protocol or Affiliated Project Companies

In the event of a Token protocol failure, or failure of one or more of its Affiliated Project Companies, the Token Issuer may wind up its operations and distribute its assets to investors, creditors, or others, including Token Subscribers. A Subscriber who receives Token Issuer assets in exchange for their rights under the Subscription Agreement generally should recognize taxable gain or loss in an amount equal to the difference between the fair market value of the assets the Subscriber receives and its adjusted tax basis in their Tokens (which will generally equal the amount of cash it advanced under the Subscription Agreement).

EACH SUBSCRIBER SHOULD SEEK, AND MUST DEPEND UPON, THE ADVICE OF THEIR OWN TAX ADVISOR WITH RESPECT TO THEIR SUBSCRIPTION, AND EACH SUBSCRIBER IS RESPONSIBLE FOR THE FEES OF SUCH ADVISOR. NOTHING IN THIS MEMORANDUM IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO A SUBSCRIBER. SUBSCRIBERS SHOULD BE AWARE THAT THE U.S. INTERNAL REVENUE SERVICE MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY THE TOKEN ISSUER AND THAT CHANGES TO THE U.S. INTERNAL REVENUE CODE OR THE REGULATIONS OR RULINGS THEREUNDER OR U.S. COURT DECISIONS AFTER THE DATE OF THIS MEMORANDUM MAY CHANGE THE ANTICIPATED TAX TREATMENT TO A SUBSCRIBER. THE TOKEN ISSUER WILL NOT OBTAIN ANY RULING FROM THE U.S. INTERNAL REVENUE SERVICE WITH REGARD TO THE U.S. TAX CONSEQUENCES OF A SUBSCRIPTION TO THE TOKENS.

TO ENSURE COMPLIANCE WITH U.S. TREASURY DEPARTMENT CIRCULAR 230, PROSPECTIVE

SUBSCRIBERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY SUBSCRIBERS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON SUCH SUBSCRIBERS UNDER THE CODE; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF AN OFFERING BY THE Token ISSUER; AND (C) PROSPECTIVE SUBSCRIBERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

THE TAX TREATMENT OF THE SUBSCRIPTION AGREEMENT, THE PURCHASE RIGHTSCONTAINED THEREIN AND THE PLANNED Token DISTRIBUTION IS UNCERTAIN ANDTHERE MAY BE ADVERSE TAX CONSEQUENCES FOR SUBSCRIBERS UPON CERTAIN
FUTURE EVENTS. AN INVESTMENT PURSUANT TO THE SUBSCRIPTION AGREEMENT AND THE PURCHASE OF TOKENS PURSUANT THERETO MAY RESULT IN ADVERSE TAX CONSEQUENCES TO SUBSCRIBERS, INCLUDING WITHHOLDING TAXES, INCOME TAXES AND TAX REPORTING REQUIREMENTS. EACH SUBSCRIBER SHOULD CONSULT WITH AND MUST RELY UPON THE ADVICE OF THEIR OWN PROFESSIONAL TAX ADVISORS WITH RESPECT TO THE U.S. AND/OR NON-U.S.-TAX TREATMENT OF A SUBSCRIPTION TO THE TOKEN AND THE RIGHTS CONTAINED THEREIN.

ESTIMATED USE OF PROCEEDS

It is impossible to predict exact costs and the expenses necessary to conduct the business of the Token Issuer. Actual expenditures could vary substantially and materially from any estimated use of proceeds. We reserve the right to materially modify any proposed allocation at any time in light of changing facts and circumstances or market conditions in its sole and absolute discretion. Our current estimated use of proceeds from the Offering, subject to substantial and material change in our sole discretion, may be allocated in our sole discretion to fund a multitude of projects and ventures being pursued by Treasure Experience, LLC, including, but not limited to other entities or projects which may be deemed by our management as beneficial to us. Such projects or entities shall be engaged in U.S. domestic and international operations, research and development, production, licensing, employees and employee benefits, computer hardware and software purchase and development, legal fees, domestic and international marketing, office space, acquisition of real estate, development and production of feature films and television shows, development and production of music and investment into actors, artists and musicians. We may also utilize the proceeds of the Offering for any other business-related expenses including, but not limited to, Offering expenses, legal, accounting, due diligence, overhead, marketing expenses, retirement of debt, settlements, interest payments, redemptions, etc.

DESCRIPTION OF BUSINESS

THE FOREGOING OVERVIEW DOES NOT PURPORT TO BE COMPLETE. FOR MORE INFORMATION REGARDING OUR TOKENS AND THE BUSINESS OBJECTIVES OF OUR AFFILIATED PROJECT COMPANIES, PLEASE SEE EXHIBIT A OF THIS MEMORANDUM AND/OR PLEASE CONTACT US.

Token Issuer

Treasure Experience, LLC, a Florida company (“we”, “our”, “us”, or the “Token Issuer”). We seek to provide, develop, and distribute streaming content, produced by the business to customers in a targeted market, coupled with ongoing merchandising sales.

The management of Treasure Experience is creating a variety of modern media platforms in order to build their own unique branded *“Experience”* series*,* while working within the established Internet giants, Amazon, and Netflix own domains. The primary objective is to develop revenue streams in the hugely popular entertainment sectors of fact-based documentary, educational and live adventure streaming. These platforms provide an abundance of sources of online marketing and allow the Company to maintain ownership of all of the brand development revenue.

Treasure Experience is committed to develop a world-class brand through film and live events, focused on entertainment, exploration and technology projects. In March of 2022, the Token Issuer was formed, and we believe that the success of our products and services, which we intend to capitalize and fund through this Offering, will help promote TRZX Tokens as an international cryptocurrency. (See “Use of Proceeds”). There can be no assurance our objectives may be achieved. (See “Risk Factors”). Our administrative office is located at 100 Avenue A, Suite 2B, Fort Pierce, Florida, 34950, USA. Our main telephone number is 772.241.7977. You may send inquiries via e-mail to https://republic.com/trzx

The beneficial ownership of Treasure Experience, LLC is:

- Marc Geriene 50%,
- Krist Geriene 50%

Both are the Member Managers of Treasure Experience, LLC.

TRZX Cryptocurrency Market Overview

TRZX is a digital security token with the vision to create an online presence in the world of marine exploration, new technology and treasure hunting with both film documentary and live participation events for members. Participation is socially driven, global and interactive. Permits are not required in most cases; however, when and where applicable, the company acquires permits from the relevant agencies, such as the department of tourism, the film commission or another national office. This digital security token is about exploring the unsolved mysteries of history in search of projects that challenge our understanding about what is possible so that anyone can have permission to live their dreams.

TRZX Token

TRZX is an ERC-1404 digital security token built on the Ethereum network. ERC stands for Ethereum Request for Comment, and 1404 is the number that was assigned to this request. The ERC-1404 is an extension of ERC-20 standard and it allows the issuance of Security Tokens with transfer restrictions to fulfill compliance requirements. For example, it allows the implementation of a whitelist, so the issuer can selectively control who is able to buy and own the token.

EXECUTIVE MANAGEMENT TEAM

The day-to-day affairs of the Token Issuer are controlled and directed by our Executive Management Team. In the event of the resignation or incapacity of any such persons, the ability of the Token Issuer to abide by our obligations to Token Subscribers may be materially and adversely affected.

Token Subscribers have neither voting rights nor equity in the Token Issuer. They do not have any degree of control whatsoever over management of our business affairs or operations. All rights of Subscribers are determined by the express terms of the Token to which they subscribe.

Our Executive Management Team shall exercise their best efforts and their ordinary and customary business judgment and practices in managing the affairs of the Token Issuer. Our Token Issuer and our Executive Management Team are Indemnitees and shall not be liable or obligated to our Token Subscribers or any other Persons for any mistake of fact or judgment made by them individually or collectively or by their agents in operating the business of the Token Issuer, which result in any loss to the Token Issuer or our Token Subscribers.

Our Token Issuer and our Executive Management Team and consultants do not in any way guarantee any return of subscriptions from the operations of the Token Issuer or the Tokens, nor shall any of our Executive Management Team or Affiliates be personally or corporately responsible to any Token Subscriber because of a loss of their capital or subscription to the Tokens.

Marc Geriene: Managing Director

Marc is CEO of Treasure Experience, LLC. As a Principal and Director of the Treasure Experience affiliate, Coral Partners, LLC since 2009, he has been and is primarily responsible for the success of each project, overseeing all development activities from planning and financing to negotiating contracts and the recovery of precious commodities from shipwreck sites. With over 40 years project experience, primarily in the marine industry, Marc is accomplished in marine surveys, recovery operations, commercial diving, and Remotely Operated Vehicle (ROV) operations. He has been an active participant and managed shipwreck projects in Asia, the Caribbean, Gulf of Mexico, South America and the United States.

Marc is a co-inventor of the Nova Ray® ROV, remotely operated, robotic vehicle, specifically engineered to overcome the challenges of Search and Survey in high current areas, and reduce the operational survey cost both in time and resources. He shares credit with his brother Krist for acquiring 10 US and International patents for ROV's. In 2008, Marc was responsible for generating a 3-year, multi-million-dollar Nova Ray® technology transfer and Joint Venture with PETRONAS, the National Oil Company of Malaysia. Marc also co-authored an Amazon Best Selling book, "Finding Your Treasure Without Losing Yourself" with his brother Krist.

Krist Geriene: Managing Director and COO

Entrepreneur, Author, Explorer, ROV Pilot, Professional Diver and COO of Treasure Experience, LLC, Krist is responsible for the Company's vessels, survey equipment, crew and the execution of marine operations and activities, including engineering development and field- testing of the ongoing development of the Nova Ray® ROV technology. With over 40 years' experience in the marine industry, and 11 years as a Principal and Director of the Treasure Experience affiliate, Coral Partners, LLC, Krist has extensive knowledge of marine surveys, recovery operations, commercial diving, and Remotely Operated Vehicle (ROV) operations. He is co-inventor of the Nova Ray® ROV, receiving 10 US and International Patents.

Krist also co-authored an Amazon Best Selling book, "Finding Your Treasure Without Losing Yourself" with his brother Marc.

<u>Michael Bomhoff</u>, Director, and Chief Technology Officer (CTO)

Leads the Treasure Experience's technical direction and execution. A technology veteran with expertise in artificial intelligence, systems integration, data visualization, and cloud security and orchestration. Mike designs the Treasure Experience's roadmap, leads the Treasure Experience's development and delivery teams, and works closely with customers and partners.

Prior to joining the Treasure Experience, Michael served as the Founder and President of Echelon Technology Solutions, an AI focused technical consulting firm. Through Echelon, Michael worked closely with the IBM Watson leadership team to test and deploy new technologies throughout the Watson suite of AI services. This work allowed Michael to bring strategic technical direction, innovation, and development to various startup organizations as well as established corporations.

Michael has held positions in government as a lead analyst for the Hawaii House of Representatives as well as being elected to a seat on the Hawaii Kai Board of Directors.

Michael received a BA from the University of Hawaii in Anthropology/Archaeology and Executive MBA from the Quantic School of Business and Technology.

<u>Douglas Borthwick</u>, Chief Investment Officer (CIO)

Douglas holds over 30 years of experience in the finance industry, previously serving as the Chief Executive Officer for Blu Canary, a venture studio shaping entertainment's future through AI, web3 and immersive experiences - investing in transformative technology.

Prior to Blu Canary, he served as the Chief Marketing Officer for INX Limited during their groundbreaking, first ever IPO of a registered security on the blockchain, and then as the Chief Business Officer for The INX Digital Company, where he advised on - and structured - numerous regulated public and private security token raises. Prior to his blockchain work, Douglas held various leadership roles with TP-ICAP in electronic trading and Morgan Stanley, Merrill Lynch and Standard Chartered Bank; managing derivatives trading groups in New York and London, with a strong focus on emerging markets.

Douglas currently serves as an Advisor to the tokenization platform Magic Circle, The commodity company Diamond Standard, and the tokenization conglomerate Diamond Lake Minerals.

Douglas obtained a BS in Economics from Carnegie Mellon University and an MBA focused on Financial Engineering from Yale University.

DESCRIPTION OF PROPERTY

As of the date on the cover of this Memorandum we own no real estate. We currently operate out of facilities owned or controlled by our Executive Management Team or their affiliates and legal counsel.

COMPENSATION

Our Executive Management Team and Token Issuer will be paid in connection with their execution, management or administration of Token Issuer affairs or objectives. Such persons are also eligible for reimbursement for general and administrative costs and expenses, due diligence, market research, and costs in connection with the pursuit of our objectives (See "Estimated Use of Proceeds"). Affiliates of the Token Issuer may receive salaries, Tokens, or other forms of compensation out of the proceeds of the Offering or our revenue, capital, or other assets for services performed on behalf of the Token Issuer. Such services may include, but are not limited to, due diligence, marketing, legal, compliance, accounting, bookkeeping, administrative, printing, Offering, and/or other non-accountable expenses incurred in connection with the Offering (See "Estimated Use of Proceeds") or compensation to our Executive Management Team and/or their Affiliates in connection with their management of Token Issuer affairs. See "Conflicts of Interest" and "Token Allocation and Plan of Distribution".

Name and Position	Year	Salary	Non-Equity Plan Compensation (Tokens)	All Other Compensation
Marc Geriene CEO	2025	$90,000	TBD	TBD
Krist Geriene COO	2025	$90,000	TBD	TBD
Michael Bomhoff CTO	2025	$90,000	TBD	TBD
Douglas Borthwick CIO	TBD	TBD	TBD	TBD

*All Bonus and Token
Vesting Based on Profits and
Performance
**All Other Compensation Based on Profits After
Distribution to Token Holders

CONFLICTS OF INTEREST

General

Conflicts of interest are inherent in the business of the Token Issuer. Transactions may be entered into without arms-length negotiation. Your interests as a Token Subscriber and those of the Token Issuer and/or its Affiliates may be inconsistent in some respects or in certain instances our actions may not be the most advantageous to you. The following discussion describes certain possible conflicts of interest that may arise. For some conflicts of interest, but not all, certain limitations are implemented in order to reduce the effect of such conflicts to the extent possible. Other than these limitations we have not established procedures to resolve a conflict of interest. The discussion below is not intended to be all-inclusive. Other transactions or dealings may arise in the future that could result in conflicts of interest for the Token Issuer and its Affiliates.

Conflicts Regarding Transactions with Affiliates.

There are conflicts of interest inherent in our activities. We are owned and/or controlled by our key personnel or consultants (See "Executive Management Team") who may engage in the business of buying cryptocurrencies for their own account or on behalf of other Subscribers. Such persons and/or their Affiliates may own or manage other blockchain-related ventures and/or non-blockchain-related ventures and/or related concerns or related assets on their own behalf and on behalf of others. Also, such persons will spend a materially significant amount of time on projects and ventures sponsored by affiliates of the Token Issuer and/or other entities or projects, which may be deemed by our management as beneficial to the Token Issuer. Any additional responsibilities taken on by our key personnel or consultants or their affiliates may cause them to devote less time to the business of the Token Issuer and our Token protocol than is necessary for optimal performance. In addition, our key personnel or consultants or their affiliates may subscribe for Tokens themselves, may loan money to and/or borrow money from the Token Issuer, etc. The Token Issuer may also reimburse, lend money to and/or invest capital into Affiliates. While in such cases we will endeavor to make such loans or investments on commercially reasonable terms, there can be no assurance of this. Such loans or investments may not be secured by the assets of the borrower, may not be backed with sufficient collateral, may be subordinate to senior lenders, and/or may be difficult to collect in the event of default.

Certain services to be provided to the Token Issuer, such as legal, accounting, marketing, consulting, advisory and technical services, may be performed by our affiliates or related parties under common control or with common interests or objectives. There is the possibility that if the value or utility of our Tokens or Token protocol declines, our Affiliates or related parties may still realize a profit even though you do not.

Conflicts of interest for the individual members of our key personnel, Affiliates, consultants and/or others associated with the Token Issuer by way of contract may also arise. Our Affiliates may retain or own intellectual property rights associated with our Tokens and Token protocol. Also, there may be intellectual property rights owned by our personnel that are either not claimed or claimable by us. Such interests have not been pledged as collateral or surety for the Tokens in any way, shape, or form. In addition, such interests may be sold, transferred or conveyed, in whole or in part, directly or indirectly, to others including our key personnel, Affiliates, consultants and/or service providers without notice to Token Subscribers. In addition, such individuals, either directly or indirectly, may provide services to other related concerns and may engage in blockchain-related ventures for their own account and/or the account of others without accounting to the Token Issuer or Token Subscribers.

In addition, certain of our Executive Management Team and/or their affiliates are presently engaged in the blockchain-related ventures or other concerns independent of the Token Issuer. Such persons may also be involved with other aspects of the blockchain or cryptocurrency industry, which may or may not compete directly or indirectly against the interests of the Token Issuer. All of the foregoing activities or relationships may result in conflicts of interest.

Conflicts Regarding Other Activities of the Token Issuer

Our Executive Management Team will be required to devote to the Token Issuer only such time and attention which they consider necessary for the proper management of our activities. Such persons have sponsored and may continue to manage other business concerns. Thus, they will have conflicts of interest in allocating management time, services and other activities. We will determine the allocation of time, services and other functions on an as needed, if-needed basis.

Our Executive Management Team and/or affiliates are not restricted in any manner from participating in other businesses or activities, even if these other businesses or activities are competitive with our activities and operate in the same areas as the Token Issuer.

Lack of Independent Underwriter and Due Diligence Investigation

The terms of the Offering, the Subscription Agreement, the Tokens, and other agreements were and are determined by the Token Issuer without arms' length negotiations. You may have benefitted more through utilizing independent legal counsel who might have negotiated more favorable terms for you in the Offering and such agreements.

Also, there has not been any in-depth "due diligence" investigation of the existing and proposed business activities of the Token Issuer, our Affiliated Project Companies, or the Tokens which would be provided by independent underwriters.

Conflicts Concerning Legal Counsel

It is anticipated that legal counsel to the Token Issuer will also serve as legal counsel to our Affiliates and that this dual representation will continue in the future. What's more, legal counsel to the Token Issuer may also be a control person of Affiliates of the Token Issuer and themselves be an Affiliate.

CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

Treasure Experience, LLC (TE) has two affiliates.

1. **Coral Partners Management, LLC**, (primary) the exploration projects and technology development management affiliate. Marc Geriene and Krist Geriene and Michael Bomhoff own 82.712% with the remainder of the shares held by 10 other shareholders. Treasure Experience (TRZX) token holders receive 10% of the distributions from shipwreck recovery projects.

2. **NovaRay2, LLC** is the Intellectual Property (IP) subsidiary of Coral Partners Management, LLC and is primarily used to develop proprietary marine technologies for licensing in the oil and gas sector. The latest IP is known as "HydroSail" and the subsequent marketing of the HydroSail™ to the port security and law enforcement sectors. Treasure Experience (TRZX) token holders receive 5% of the distributions from all technologies developed by Nova Ray2, LLC that are licensed or sold to clients and partners.

ODB Offering Engagement

We are currently party to an offering engagement agreement with OBD, effective as of October 23, 2024 (the "*ODB Engagement Agreement*"), who has agreed to provide certain offering facilitation services, including executing and delivering evidence of the securities sold in this Offering to each Purchaser and the use of the Republic Platform. ODB has made no commitment to purchase all or any part of the Interests. The term of the OBD Engagement Agreement will continue until the later of the date on which (i) the TPAs are no longer being listed on the Republic Platform or (ii) all fees due to ODB being remitted unless otherwise terminated by either party upon thirty (30) days' prior written notice or for cause pursuant to the ODB Engagement Agreement.

ODB is not purchasing any of TRZX Tokens in this Offering and are not required to sell any specific number or dollar amount of securities but will instead arrange and manage this Offering on their fundraising platform, www.republic.com.

Reimbursable expenses in the event of termination. **Termination Fees are due for any termination in the event of ODB's uncured breach, or the expiration of the term of the ODB Engagement Agreement.** The Company shall at the date of termination pay $15,000. ODB may, at its discretion, interpret a lack of responsiveness from the Company, for a period of 14 calendar days, as terminated after requesting a response, provided that no Termination Fee shall be due under this provision in the event termination is for cause due to ODB's uncured breach. If after ODB has set up an Offering to be displayed on the Republic Platform and the Company has met the minimum investment amount necessary to perform a closing, and the Company cancels or decides not to pursue the Offering prior to the final closing of the Offering, termination fees shall remain due and payable, except that if circumstances beyond the control of the Company make a closing impossible, then termination fees will not apply.

Commission and Expenses. The cash fee paid to ODB from the proceeds of this Offering will be determined pursuant to the following schedule: For the dollar value of the securities sold to Purchasers pursuant to this Offering up to but not in excess of $2,500,000: (I) a cash fee the greater of (a) $12,000.00 or (b) 6.0% of the dollar value of the securities issued to Investors pursuant to the combined proceeds of each Offering at the time of closing (the "Cash Commission"), and (II) a securities commission equivalent to 2.0% of the dollar value of the Securities issued to Investors pursuant to the combined proceeds of each Offering at the time of closing (the "Securities Commission", and together with the Cash Commission, the "ODB Commissions"). Such Securities shall be of the same type as those issued by the Issuer in and through each Offering. ODB will comply with Lock-Up Restriction required by FINRA Rule 5110(e)(1) and FINRA Rule 5110(g). All Securities Commissions due to ODB shall be issued pursuant to the registration exemption provided by Section 4(a)(2) of the Securities Act unless otherwise qualified or registered under such. The Issuer agrees that the Securities Commission can be assigned to ODB's Affiliates at ODB's sole discretion and without notice, and no further consent from the Issuer is needed for this assignment.

While our management may promote the Company and this Offering, no other commissions will be paid to anyone in connection with facilitating this Offering.

Under the ODB Engagement Agreement with ODB, ODB may also pass through certain administrative expenses related to FINRA fees and anti-money laundering, Purchaser due diligence and accreditation service, in no event in excess of $30,000, and ancillary costs related to consulting or advisory fees, without markup. We may be required to indemnify ODB and possibly other parties with respect to disclosures made in this Memorandum. Any other fees that we may pay to ODB or other third parties will not be commissions or considered as underwriting compensation. ODB has reserved the right to enter into posting agreements with equity crowdfunding firms not associated with FINRA member firms in connection with this Offering, for which we may pay non-contingent fees as compensation.

Business Advisory Service Fees: We have agreed to pay ODB $7,500 upon execution of the ODB Engagement Agreement, for services including standard, additional, or enhanced reviews of KYC, AML, diligence, compliance monitoring, CIP, financials, offering documents, and the appropriate time and effort undertaken to perform such reviews. ODB may provide additional guidance regarding the offering's size and structure, market conditions, and provide suggestive participation into other possible circumstances that may affect the Company. This participation is not deemed to be absolute or as legal advice and does not serve as a substitute for Company's own legal and regulatory representation.

Fees to Investor: ODB shall, in its sole discretion, charge a 2.5% cash fee on gross subscriptions made by each Purchaser who purchases to the Offering through the Platform, with a minimum fee of $7 and a maximum of $300 per subscription.

Indemnification and Control

The Company has agreed to indemnify ODB against liabilities relating to any investigation, claim, or proceeding stemming from the Offering, liabilities arising from breaches of some, or all of the representations and warranties contained in the ODB Engagement Agreement, and to contribute to payments that ODB may be required to make for these liabilities. ODB and their respective affiliates are engaged in various activities, which may include securities, trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing, and brokerage activities. ODB and their respective affiliates may in the future perform various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

Purchaser Qualifications

Only persons of adequate financial means who have no need for present liquidity with respect to this purchase should consider purchasing the TRZX Tokens offered hereby because: (i) a purchase of the TRZX Tokens involves a number of significant risks (see "<u>Risk Factors</u>"); (ii) no market for the TRZX Tokens currently exists; and (iii) there is no established trading market for the TRZX Tokens and it is possible that a robust public market will never develop for the TRZX Tokens. The sale of TRZX Tokens as described herein is intended to be exempt from registration under the Securities Act and applicable state securities laws.

This Offering is limited solely to Purchasers who are accredited investors as defined in Regulation D under the

Securities Act, meaning only those persons or entities coming within the definition in Rule 501 of Regulation D, including *among others,* any one or more of the following categories:

(i) Any bank, as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker-dealer registered pursuant to Section 15 of the Exchange Act; any insurance company, as defined in Section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any 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; any 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; and any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, that is either a bank, savings and loan association, insurance company or registered investment advisor, 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 person(s) that are accredited investor(s);

(ii) Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;

(iii) Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, any corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring the Common Stock, with total assets in excess of $5,000,000;

(iv) Any director or executive officer of the Company;

(v) Any natural person whose individual net worth, or joint net worth with that person's spouse, exclusive of the value of the person's primary residence net of any mortgage debt and other liens, at the time of his or her purchase exceeds $1,000,000;

(vi) Any bank, as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker-dealer registered pursuant to Section 15 of the Exchange Act; any insurance company, as defined in Section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any 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; any 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; and any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, that is either a bank, savings and loan association, insurance company or registered investment advisor, 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 person(s) that are accredited investor(s);

(vii) Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;

(viii) Any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, any corporation, Massachusetts or similar business trust, or company, not formed for the specific purpose of acquiring the Common Stock, with total assets in excess of $5,000,000;

(ix) Any director or executive officer of the Company;

(x) Any natural person whose individual net worth, or joint net worth with that person's spouse, exclusive of the value of the person's primary residence net of any mortgage debt and other liens, at the time of his or her purchase exceeds $1,000,000;

(xi) Any natural person who had an individual income in excess of $200,000, or joint income with that person's spouse in excess of $300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year;

(xii) Any trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Common Stock, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D;

(xiii) Any entity all of whose equity owners are accredited investors;

(xiv) Any entity of a type not listed in paragraphs (i), (ii), (iii), (vii), or (viii) above, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;

(xv) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status;

(xvi) Any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

(xvii) Any "family office" as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940"

a. With assets under management in excess of $5,000,000;
b. That is not formed for the specific purposes of acquiring the securities offered, and
c. Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

(xviii) Any "family client," as defined in rule 202(a)(11)(G)01 under the Investment Advisers Act of 1940, of a family office meeting the requirements in paragraph (xii) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (xii)(c) above.

The term "net worth" means the excess of total assets over total liabilities, exclusive of the value of your primary residence net of any mortgage debt and other liens. In determining income, you should add to your adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depreciation, contributions to an IRA or Keogh retirement plan, alimony payments and any amount by which income from long-term capital gains had been reduced in arriving at adjusted gross income.

As a condition to completing a purchase of the Tokens, you will be required to represent to the Company in writing that you are an accredited investor under Regulation D, as described above, and provide certain documentation in support of such representation. See the section titled "Regulation D Rule 506(c) Investor Verification Stands" in this Private Placement Memorandum for additional information.

Other Requirements

In addition to submitting documentation to confirm one's status as an accredited investor all potential purchasers of the TRZX Tokens will need to complete requisite know-your-customer and anti-money laundering procedures to purchase TRZX Tokens.

You should check the Office of Foreign Assets Control (the "*OFAC*") website at https://www.treas.gov/ofac before marking the following representations to the Company: You represent that the amounts paid by you in this sale of TRZX Tokens as described herein were not and are not directly or indirectly derived from any activities that contravene Federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by the 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 the OFAC-prohibited countries, territories, individuals and entities can be found on the OFAC website at https://www.treas.gov/ofac. In addition, the programs administered by the OFAC (the "***OFAC Programs***") prohibit dealing with individuals or entities in certain countries, regardless of whether such individuals or entities appear on any OFAC list;

(i) you represent and warrant that none of (1): you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with this purchase is a country, territory, entity or individual 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 subscription amounts from a prospective Purchaser if such prospective Purchaser cannot make the representation set forth in the preceding sentence. You agree to promptly notify the Company should you become aware of any change in the information set forth in any of these representations. You are advised that, by law, the Company may be obligated to "freeze the account" of any Purchaser, either by prohibiting additional subscription from it, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and that the Company may also be required to report such action and to disclose such Purchaser's identity to the OFAC;

(ii) you represent and warrant that none of: (1) you; (2) any person controlling or controlled by you; (3) if you are a privately-held entity, any person having a beneficial interest in you; or (4) any person for whom you are acting as agent or nominee in connection with this purchase is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure, as such terms are defined in the footnotes below; and

(iii) if you are affiliated with a non-U.S. banking institution (a "***Foreign Bank***"), or if you receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, you represent and warrant to the Company that: (1) the Foreign Bank has a fixed address, and not 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 its 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 Company is entitled to rely upon the accuracy of each of your representations. The Company may, but under no circumstances shall it be obligated to, require additional evidence that a prospective purchaser meets the standards set forth above at any time prior to its acceptance of a prospective purchaser's subscription. You are not obligated to supply any information so requested by the Company, but the Company may reject a subscription from you or any person who fails to supply such information. In addition, if at any time after completion of the sale of the TRZX Tokens the representations concerning Purchaser's compliance with the OFAC Programs becomes untrue, the Company may be required to take certain actions, including refusal to deliver the TRZX Tokens after Listing and reporting the transaction(s) to the relevant governmental authorities.

ODB

ODB provides hosting and operational services for the Offering. ODB's connection to the offering is solely for the limited purposes of acting as a third-party service provider. ODB and its affiliates do not provide tax, accounting or legal advice — all recipients are advised to consult with their own advisers. Neither ODB nor its affiliates have investigated (nor have any of its affiliates investigated) the desirability or advisability of participation in this offering or the Interests offered herein. ODB and its affiliates make no representations, warranties, endorsements, or judgment on the merits of the offering or the Interests offered herein.

Delivery of TRZX Tokens

TRZX Tokens will be issued to Purchasers in a transaction exempted from the registration requirements of the Securities Act pursuant to Section 3(a)(9) of the Securities Act or another available exemption to the extent that U.S. federal securities laws apply.

On the Token Integration Event, the TRZX Tokens will be minted and delivered to Purchasers according to the terms specific to their TPA. The Tokens will be delivered to either a wallet address provided upon contribution or will be made available by other means as agreed upon among the Company, ODB, and the applicable Purchaser.

Prior Offering

Between December 2022 and November of 2024, Treasure Experience listed the TRZX Digital Security Token on the Alternative Trading System (ATS), INX (https://www.inx.co) through which Treasure Experience sold 877,290 TRZX Tokens for the consideration of approximately $1.00 per TRZX Token pursuant to the Offering Memorandum.

DESCRIPTION OF INVESTMENT CONTRACTS

Our Subscription Agreement grants the Subscriber one or more TRZX Tokens (the "Tokens") as described in this Memorandum. TRZX is an ERC-1404 digital security token built on the Ethereum network. ERC stands for Ethereum Request for Comment, and 1404 is the number that was assigned to this request. The ERC-1404 is an extension of ERC-20 standard and it allows the issuance of Security Tokens with transfer restrictions to fulfill compliance requirements. For example, it allows the implementation of a whitelist, so the issuer can selectively control who is able to buy and own the token.

The Tokens and our overall strategy and business model are more fully described in the Token Issuer's Deck and Business Plan attached and incorporated into this Memorandum as Exhibit A. The form of our Subscription Agreement is attached and incorporated into this Memorandum in Exhibit C. There can be no assurance our objectives may be achieved. (See "Risk Factors").

TOKEN ALLOCATION AND PLAN OF DISTRIBUTION

We expect that USD $5,000,000 or more in value of TRZX Tokens may be issued and distributed pursuant to the Tokens subscribed for in the Reg D Offering and/or the Reg S Offering on the same or alternative or materially different terms in our sole discretion.

As a Reg D security token offering, there is a mandatory twelve (12) month lockup period. After the lockup period has passed, the token purchaser will receive the tokens in purchasers provided wallet.

There is a pre-determined number of TRZX Tokens.

There is a total of 15,000,000 in existence. The max cap of TRZX Tokens is 15,000,000. All of such Tokens are under the Token Issuer's control.

6,000,000 TRZX Tokens held by the Token Issuer will be available for sale to accredited investor Subscribers through this Offering. It is anticipated that up to 6,000,000 may be in the offering based upon the TRZX Token price.

The Board of Director reserves the right to extend the Offering to up to 6,000,000 TRZX Tokens; however, there shall be no more than 2,000 investors accepted into the Offering.

Twenty percent (3,000,000) will be held by the Token Issuer and issued to our founders, team, advisors, employees, partners, contractors, and Affiliates in the sole discretion of the Token Issuer.

The balance of the TRZX Tokens held by the Token Issuer shall be used for (i) subsequent capital raises; (ii) retained as contingency reserves; (iv) utilized for marketing, business investments, or business operations; (v) contributed toward charitable causes; (vi) awarded to early investors or contributors or developers; and/or (vii) utilized in other areas or for other purposes in the Token Issuer's sole and absolute discretion.

This estimated and forecasted Token allocation and distribution is illustrated in the following table, which uses approximate numbers and is subject to material change:

TRZX Token Count Total	15,000,000
Reserved for Treasure Experience, LLC	3,000,000
Regulation D and Reg S on INX	877,290

Regulation D and Regulation S Token Offering to Investors	5,000,000
Balance of the TRZX Tokens	6,122,710

TRZX Token holders shall be eligible to participate in the potential future profits of Treasure Experience, LLC as follows:

1. TRZX token holders will receive a pro-rated share of a 75/25 (Holder/Company) split on profits until each holder has been returned 125% of initial Token price or $1.25 USD on the Dollar.

2. Following the return above of investment plus 25%, the TRZX Token holders shall receive a pro-rated 40% share in the company profits in media content and the sale of branded merchandise, as an ongoing royalty.

3. Additionally, TRZX Token holders shall be eligible to receive 10% from the profits from the "net recovery" (after the settlement of pre-existing claims and/or shares to the countries of origin or relative jurisdiction) of monetizable items from shipwrecks and other potential treasure sites.

4. If applicable, TRZX Token holders may receive up to 5% royalty from the patent and licensing of intellectual property developed during the course of the Company's ongoing research and development activities.

Payments to TRZX Token holders shall be made at times scheduled by the Token Issuer and will be contingent upon holding the TRZX Tokens at the time of scheduled payouts.

For example, and for illustrative purposes only, in the hypothetical event a Subscriber's funds of USD $100,000 on January 20, 2025, then the same would be entitled to receive 100,000 TRZX Tokens 75% of the profits of Treasure Experience will be delegated to the TRZX Token Holders on a prorated basis until each holder receives 125% of the original token price of $1.00 (regardless of whether they received the incentive discount). The holder of 100,000 TRZX Tokens would therefore receive the equivalent of $125,000. Following this, the TRZX Token holder would continue to receive 40% of the profits of Treasure Experience LLC as an ongoing royalty. Furthermore, as lost shipwrecks may be discovered via Treasure Experience projects and recovered by its affiliate, Coral Partners Management, Token holders will receive their prorated portion of 10% of the sale of the net recovery of monetizable items. Token holders may also receive their prorated portion of 5% royalty of patented and licensed intellectual properties (if any) developed by the Company.

The minimum Token subscription is USD $1,000, which may be waived in our sole discretion. The Offering may be extended, withdrawn, or closed at any time in our sole discretion without notice.

The Subscription Price of TRZX is equal to USD $1.00 per TRZX ("TRZX Token") However, Subscribers that subscribe prior to February 1, 2025 will receive a 10% discount. To receive TRZX Tokens at $0.90 per TRZX Token a) a subscriber's payment must be paid in full by 12:00 AM EDT on February 1, 2023.

RESTRICTIONS ON TRANSFERS

No Token Subscriber may sell, assign, transfer, encumber or otherwise dispose of their Tokens without the express prior written consent of the Token Issuer and/or without having satisfied exemptions from registration under the U.S. Securities Act, if applicable. Any such prohibited transfer, if made, shall be void and without force or effect. * Examples of potentially available exemptions may include Section 4(a)(7) of the U.S. Securities Act, Sections 4(a)(1) and 4(a)(2) of the same, and/or Rule 144 of Regulation D of the same or holding periods allowed to non-U.S. Persons who are not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the U.S. Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the Offering will be made, for one or more Tokens as described in this Memorandum. Please consult with your own securities counsel as to such matters. Please consult with your own securities counsel as to such matters.

LEGAL PROCEEDINGS

As of the date of this Memorandum, we are not a party to any litigation. We may be or become parties to litigation in the normal course of business or may be or become subject to government oversight, investigations or administrative proceedings from time to time.

EXPERTS

The unaudited financial information found in the Exhibit section of this Memorandum was prepared by our Token Issuer and has not been subjected to audit or independent review.

SALES LITERATURE

We may utilize various literature (e.g., executive summary in bullet format, flipcharts, slide presentations, white paper, financial forecasts, etc.) summarizing certain aspects of the Token Issuer and/or the Tokens. Such material, if used, is qualified in its entirety by the information set forth in this Memorandum. The Offering of Tokens will be made only by means of this Memorandum.

SELECT DEFINITIONS

The following select definitions apply to the terms (whether capitalized or not) used in the Memorandum and/or are common terms used in our industry. This list does not purport to be exhaustive or complete. "Act" means the U.S. Securities Act of 1933, as amended.

"Accredited Investor" means (i) a natural person whose individual net worth (not including the value of their primary residence), or joint net worth with your spouse, presently exceeds USD $1,000,000; (ii) a natural person who had an individual income in excess of USD $200,000 in each of the two most recent years or joint income with their spouse in excess of USD $300,000 in each of those years and they reasonably expect reaching the same income level in the current year; (iii) a corporation, partnership, trust, limited liability company, or other entity in which all of the equity owners are "Accredited Investors"; (iv) a trust with total assets in excess of USD $5,000,000 and was not formed for the specific purpose of subscribing in the Offering, the trustee of which has such knowledge and experience financial and business matters that it is capable of evaluating the merits and risks of subscribing to our Tokens; (v) a bank, savings and loan association or other financial institution, a registered securities broker or securities dealer, or an insurance company; (vi) a registered investment company or business development company, a licensed Small Business Investment Company, or a private business development company; (vii) a state-sponsored pension plan with total assets in excess of USD $5,000,000; (viii) an employee benefit plan which either (a) has a fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; (b) has total assets in excess of USD $5,000,000; or (c) is a self-directed plan and investment decisions are made solely by persons that are "Accredited Investors"; (ix) a non-profit organization described in section 501(c)(3) of the U.S. Internal Revenue Code that was not formed for the specific purpose of subscribing in the Offering having total assets in excess of USD $5,000,000; or (x) a director, executive officer, or manager of the Token Issuer or a director, executive officer, or manager of our Token Issuer.

"Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise, or to hold or to control the holder of 5 percent or more of the outstanding voting securities of such Person.

"Blockchain" is a digitized, decentralized, public ledger of cryptocurrency transactions that is constantly growing as new "blocks" of data or information (e.g., the most recent transactions) are recorded and added to it in chronological order, thus allowing market participants to keep track of digital currency transactions without central recordkeeping, designed such that each node (a computer connected to the network) gets a copy of the updated blockchain as transactions occur.

"Code" means the U.S. Internal Revenue Code of 1986, as from time to time amended and in effect.

"Cryptocurrency" is a type of digital currency that uses cryptography and blockchain-related technology for security and anti-counterfeiting measures.

"Dissolution Event" means: (i) a voluntary termination of operations; (ii) a general assignment for the benefit of the Token Issuer's creditors; or (iii) any other liquidation, dissolution or winding up of the Token Issuer, whether voluntary or involuntary. For the avoidance of doubt, a change of control or an initial public offering of the Token Issuer will not constitute a Dissolution Event.

“Effective Date” means the Token Issuer’s date of acceptance of a Subscription.

“TRZX” refers to one or more TRZX Tokens.

“ICO” refers to an “initial coin offering” which is a means by which funds are raised for a new cryptocurrency venture where a percentage of the cryptocurrency is sold to early backers of the project in exchange for legal tender and/or other cryptocurrencies.

“Indemnitee” means the Token Issuer, any Person who is or was an Affiliate of the Token Issuer, any Person who is or was an officer, director, employee, agent, contractor, advisor, counsel, trustee, partner, member, manager, or shareholder of the Token Issuer or any such Affiliate, or any such Person who is or was serving at the request of the Token Issuer or any such Affiliate as a director, officer, employee, partner, member, manager, agent or trustee of another Person; provided that a Person shall constitute an “Indemnitee” only with respect to acts, omissions or matters deriving from or relating to the business or operations of the Token Issuer.

“Memorandum” means the Private Placement Memorandum utilized by the Token Issuer to disclose risks, describe its proposed activities, and explain the terms of the Offering of Tokens to prospective Token Subscribers who are Accredited Investors.

“Offering” means the offering of the Token to Accredited Investors in accordance with Section 4(a)(2) and/or Rule 506(c) of the U.S. Securities Act and Regulation D promulgated thereunder, or to non-U.S. Persons who are not purchasing for the account or benefit of a U.S. Person as defined under Regulation S under the U.S. Securities Act, and other exemptions of similar import in the laws of the states and other jurisdictions where the Offering will be made, pursuant to the terms of the Memorandum.

“Person” means an individual or a corporation, Limited Liability Company, partnership, trust, estate, unincorporated organization, association or other business enterprise.

“Price” means the price per Token to be delivered by the Token Issuer to the Subscriber at or around the time of the Initial Token Distribution Date. The Price will conform to the terms set forth in the Memorandum.

“Record Date” means the date established by the Token Issuer for determining the identity of Token Subscribers. “Regulations” means the income tax regulations promulgated under the Code, as from time to time amended and in effect (including corresponding provisions of succeeding regulations).

“Smart Contract” means a computer protocol intended to digitally facilitate, verify, or enforce the negotiation or performance of a contract allowing for the performance of a credible transaction, which is both trackable and theoretically irreversible without the involvement of third parties.

“Subscriber” means a Subscriber of one or more Tokens.

“Subscription” means the amount of legal tender and/or cryptocurrency a Subscriber has agreed to pay the Token Issuer under the terms of a subscription agreement to purchase Tokens.

“Token” means the cryptocurrency or other instrument issued by the Token Issuer to be used to facilitate exchanges occurring on or through the Token protocol.

“Token Distribution Event” means the Token Issuer’s offer and sale of immediately deliverable Tokens to persons other than persons who control, are controlled by, or are under common control with the Token Issuer. “Token Issuer” means Treasure Experience, LLC, a Florida company.

“Use Restriction” means the general prohibition on the Subscriber’s ability to sell, transfer, spend, exchange or otherwise make use of the Tokens on the Token protocol until such Tokens are vested as provided in the following vesting schedule: None until 90 days have elapsed since the Effective Date and, thereafter, to the extent permitted under available exemptions from registration under the U.S. Securities Act*, and without restriction thereafter.

“Treasure Experience Deck and Business plan” means the technical aspects of the Token, Token protocol and the Token Issuer’s business plan, the form of which is included in and attached to the Memorandum as Exhibit A.

NOTICE TO PURCHASERS

This Offering has not been registered or qualified under the securities laws of any jurisdiction anywhere in the world. The TRZX Tokens, if issued, are being offered and sold only in jurisdictions where such registration or qualification is not required, including pursuant to applicable exemptions that generally limit the Purchasers who are eligible to purchase the TRZX Tokens, if issued, and that restrict the TRZX Tokens’ resale. **The TRZX Tokens delivered may not be offered, sold, assigned, transferred, pledged, encumbered, or otherwise disposed of except as permitted under applicable securities laws and the additional restrictions imposed on the TRZX Tokens hereunder. In addition, holders of TRZX Tokens will not be able to transfer their TRZX Tokens until such TRZX Tokens have been released from any delivery restrictions to which they are subject.**

Procedures for Subscribing

We plan to market this Offering to potential Purchasers through the Republic Platform. We will hold a closing after ODB has received notification that the terms have been met. We generally will close on proceeds based upon the order in which they are received but reserve the right to accept or reject any purchase. We will consider various factors in determining the timing of any additional closings.

Closing Requirements

In order to complete the closing process in this Offering, each Purchaser will be required to complete such Closing Requirements as may be requested by ODB on behalf of the Company, which may include, without limitation: (1) the execution and delivery of a Token Purchase Agreement; (2) completion of purchaser qualification requirements (lack of status as an accredited investor under Regulation D and KYC/AML or KYB (if applicable)) screening requirements; (3) clearance from ODB’s regulation best interest requirements, and (4) confirmation by ODB of receipt of funds, if applicable.

Notice Concerning the Securities Act

The TRZX Tokens have not been registered under the Securities Act or any securities laws of any state, and unless so registered, the TRZX Tokens may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or such other applicable securities laws. Accordingly, the TRZX Tokens are being initially offered and sold only to (1) “accredited investors” (as defined under Regulation D), in each case, in a private transaction in reliance on, and in compliance with, the exemption from the registration requirements of the Securities Act provided by Rule 506(c) of Regulation D under the Securities Act, and (2) non-U.S. persons outside the United States in offshore transactions in reliance upon Regulation S under the Securities Act.

As used herein, the terms “United States”, “U.S. person” and “offshore transactions” have the meanings given to them in Regulation S under the Securities Act.

Representations and Warranties of Purchasers

In addition to the representations, warranties, and covenants pursuant to Section 5 of the TPA, each purchaser that executes a TPA will also be deemed to have acknowledged, represented, and warranted to, and agreed with, the Company as follows:

(1) It understands and acknowledges that (i) the TRZX Tokens, has not been and will not be registered under the Securities Act or any other applicable securities law, unless required by applicable law, (ii) the TRZX Tokens are being offered for sale in transactions not requiring registration under the Securities Act or any other applicable U.S. state securities law, (iii) the TRZX Tokens, if issued, will be issued in transactions not requiring registration

under the Securities Act or any other applicable U.S. state securities law, (iv) the TPA's are non-transferable and may not be offered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of, unless so authorized, and (v) the TRZX Tokens may not be offered, sold or otherwise transferred or disposed of, except in compliance with the registration requirements of the Securities Act and any other applicable securities law, or pursuant to an exemption therefrom and, in compliance with the conditions for transfer set forth in paragraphs (5) and (9) below.

(2) It acknowledges that this Memorandum relates to an offering that is exempt from registration under the Securities Act and may not comply in important respects with SEC rules that would apply to an offering document relating to a public offering of securities.

(3) Purchaser must acknowledge that it is an "accredited investor" (as defined in Regulation D) acquiring the TPA, and it is aware that the TPA and the TRZX Tokens, when issued, are being issued in reliance on an exemption from the registration requirements of the Securities Act.

(4) It acknowledges that the execution of a TPA is also the purchase of TRZX Tokens, if, as, and when they are issued.

(5) In addition to all applicable transfer restrictions under applicable securities laws, it acknowledges and agrees that: (i) holders of the TPA's may never offer, sell, assign, transfer, pledge, encumber, or otherwise dispose of the TPA and (ii) the TRZX Tokens may not be offered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of until such time as the Company (A) designates or creates a Designated Exchange and notifies TRZX token holders thereof or (B) notifies TRZX token holders that peer-to-peer transfers will be permitted and provides holders with the requirements and conditions to effect peer-to-peer transfers.

(6) It acknowledges that neither the Company, nor any of its representatives or affiliates, have made any statement, representation, or warranty, express or implied, to it other than the information contained in this Memorandum, which has been delivered to it and upon which it is solely relying in making its decision with respect to the TRZX Tokens. It has had access to such financial and other information concerning the Company and the TRZX Tokens as it has deemed necessary in connection with its decision to participate in the Offering, including an opportunity to ask questions of and request information from the Company, and such information has been made available to it.

(7) It is the TRZX Tokens, when issued, for its own account, or for one or more Purchaser accounts for which it is acting as a fiduciary or agent, in each case for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act or any other applicable securities laws, subject to any requirement of law that the disposition of its property or the property of such Purchaser account or accounts be at all times within its or their control and subject to its or their ability to resell the TRZX Tokens, when issued, pursuant to Rule 144A if applicable, Section 4(a)(6), Regulation S, or any other exemption from registration available under the Securities Act, in each case, subject to the conditions set forth in (9).

(8) Each holder of the TRZX Tokens acknowledges that the Company is not making any representations as to the availability of Securities Act Rule 144 if applicable for resale of the TRZX Tokens, when issued.

(9) Each holder of a TPA acknowledges that:

The TPA will contain a legend substantially to the following effect:

THIS SECURITY (i.e., the TPA), AND ANY TOKENS WHEN ISSUED PURSUANT TO IT (THE "***TRZX TOKENS***"), HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***SECURITIES ACT***"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY, NOR ANY INTEREST OR PARTICIPATION HEREIN, MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES. EACH HOLDER OF THIS SECURITY,

BY ITS ACCEPTANCE HEREOF REPRESENTS THAT (A) IT IS AN "ACCREDITED INVESTOR" (AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT) OR (B) IT IS NOT A "U.S. PERSON" AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE.

HEDGING TRANSACTIONS INVOLVING THE TRZX TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

REGULATION D ONLY (THE "***REGULATION D LEGEND***"): THE HOLDER OF ANY TRZX TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH TRZX TOKENS, PRIOR TO THE EXPIRATION A ONE-YEAR LOCK-UP PERIOD WITH RESPECT TO THE TRZX TOKENS (THE "***RESALE RESTRICTION TERMINATION DATE***"), ONLY IN COMPLIANCE WITH THE SECURITIES LAWS INCLUDING, WHERE APPLICABLE, (A) PURSUANT TO SECURITIES ACT RULE 144, (B) PURSUANT TO A COMPLIANT REGULATION S RESALE OR (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, SUBJECT, IN EACH OF THE FOREGOING CASES, TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH PURCHASER ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS, INCLUDING SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE JURISDICTION.

THE HOLDER OF THIS TOKEN OR INTEREST BY ITS ACCEPTANCE WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED BY SUCH HOLDER TO ACQUIRE OR HOLD THIS TOKEN OR INTEREST CONSTITUTES THE ASSETS OF AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("***ERISA***"), A PLAN TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "***CODE***") APPLIES (INCLUDING AN INDIVIDUAL RETIREMENT ACCOUNT), AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE PLAN ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN, OR PLAN, A GOVERNMENTAL PLAN (AS DEFINED IN SECTION 3(32) OF ERISA), A CHURCH PLAN (AS DEFINED IN SECTION 3(33) OF ERISA) THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN, OR (2)(A) THE HOLDER IS, OR IS USING, THE ASSETS OF A GOVERNMENTAL PLAN, A CHURCH PLAN THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN AND (B) THE ACQUISITION AND HOLDING OF THIS INTEREST OR TOKEN WILL NOT CONSTITUTE A VIOLATION UNDER ANY APPLICABLE PROVISIONS UNDER ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT REGULATE SUCH PLAN'S INVESTMENTS.

Each Purchaser of a TPA acknowledges, such Purchaser agrees to be bound by the legends set forth in this paragraph (9) notwithstanding any differences appearing in the legend appearing on the TPA previously delivered to such Purchaser. The legends set forth in this paragraph (9) shall be deemed to be set forth on any such TPA delivered prior to the date of this Memorandum.

(10) It agrees that it will not transfer TRZX Tokens unless it is given reasonable assurance that each person to whom it transfers TRZX Tokens receives notice of any restrictions on transfer of such TRZX Tokens.

(11) If it is an acquirer in a transaction that occurs outside the United States within the meaning of Regulation S, it acknowledges that until the expiration of the Distribution Compliance Period (as defined in Regulation S under the Securities Act), any offer or sale of the TRZX Tokens within the United States or to a U.S. Person by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

(12) It acknowledges that the Company or its transfer agent, for the TRZX Tokens will not be required to accept for registration of transfer any TRZX Tokens, except upon presentation of evidence (including an opinion of counsel) satisfactory to the Company and the Transfer Agent, that the restrictions set out therein have been complied with.

(13) It understands that no action has been taken in any jurisdiction in the U.S. or elsewhere by the Company that would result in a public offering of the TRZX Tokens or the possession, circulation or distribution of this Memorandum or any other material relating to the Company or the TRZX Tokens in any jurisdiction where action for such purpose is required. Consequently, any transfer of the TRZX Tokens will be subject to the transfer restrictions set forth under this "Notice to Purchasers."

(14) It (a) is able to act on its own behalf in the transactions contemplated by this Memorandum, (b) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective purchase of the Interests and (c) (or the account for which it is acting as a fiduciary or agent) has the ability to bear the economic risks of its prospective purchase of the Tokens, and can afford the complete loss of such purchase.

(15) It acknowledges that the Company will rely upon the truth and accuracy of the acknowledgements, representations, warranties, and agreements set forth in this "Notice to Purchasers" section and agrees that, if any acknowledgements, representations, warranties, and agreements deemed to have been made by its participation in the Offering are no longer accurate, it will promptly notify the Company.

(16) If it is acquiring the TRZX Tokens as a fiduciary or agent for one or more Purchaser accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the acknowledgements, representations, warranties, and agreements set forth in this "Notice to Purchasers" section on behalf of each such Purchaser account.

(17) Either (i) the Purchaser is not acquiring or holding such TRZX Tokens or an interest therein with the assets of (A) an employee benefit plan that is subject to Part 4 of Subtitle B of Title I of ERISA, (B) a "plan" to which Section 4975 of the Code applies (including an individual retirement account), (C) an entity deemed to hold "plan assets" of any of the foregoing by reason of an employee benefit plans or plan's investment in such entity, (D) a governmental plan (as defined in Section 3(32) of ERISA), (E) a church plan (as defined in Section 3(33) of ERISA) that has not made an election under Section 410(d) of the Code, or (F) a non-U.S. plan, or (ii) the Purchaser is acquiring or holding such Interests or an interest therein with the assets of (A) a governmental plan, a church plan that has not made an election under Section 410(d) of the Code, or a non-U.S. plan and (B) the acquisition and holding of such Interests by the Purchaser, throughout the period that it holds the Interests and the disposition of such Interests or an interest therein will not constitute or result in a violation of any provisions of any applicable United States federal, state or local laws or non-U.S. laws that regulate such plan's investments.

Limitation of Liability and Indemnification

To the fullest extent permitted by applicable law, (i) in no event will the Company be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to this Memorandum, TPAs, or TRZX Tokens, regardless of the form of action, whether based in contract, tort, or any other legal or equitable claim (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable); and (ii) in no event will the liability of the Company, whether in contract, tort, or other legal or equitable claim, arising out of or relating to this Memorandum, TRZX Tokens exceed the amount the Purchase pays to the Company hereunder. The Company shall not be liable or responsible to the Purchaser, not be deemed to have defaulted under or breached this Memorandum, for any failure or delay in fulfilling or performing any provision of this Memorandum, including without limitation, and delivering the TRZX Tokens.

The constitution of the Company provides for the indemnification of Company presidents, council members, directors, and officers against any liability incurred by such presidents, council members, directors, and officers in connection with any negligence, breach of duty, or breach of trust arising out of their performance as presidents, council members, directors, and officers of the Company.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to the president, council members, directors, officers, and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and may, therefore, be unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Company of expenses incurred or paid by a president, council member, director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such president, council member, director, officer, or controlling person in connection with the securities being offered, the Company will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue. We believe that these provisions and agreements are necessary to attract and retain qualified persons as our president, council members, officers, and directors. At present, there is no pending litigation or proceeding involving our president, council members, directors, or officers for whom indemnification is required or permitted, and we are not aware of any threatened litigation or proceeding that may result in a claim for indemnification.

The Company has agreed to indemnify ODB against liabilities relating to any investigation, claim, or proceeding stemming from the Offering, liabilities arising from breaches of some or all of the representations and warranties contained in the Listing Agreement, and to contribute to payments that ODB may be required to make for these liabilities.

ODB and their respective affiliates are engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. ODB and their respective affiliates may in the future perform various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

Potential Conflicts of Interest

This Memorandum does not purport to identify all conflicts of interest. ODB or its affiliates, from time to time, may enter into other transactions not specifically described in this Memorandum with affiliates, officers, managers, members, employees, agents and representatives.

Amounts earned by ODB, including but not limited to success-based commissions, placement fees, and closing fees will be retained by ODB. This includes the administrative fee ODB charges to the purchase at checkout. See "Summary of the Offering" for further details on this fee.

TAX CONSIDERATIONS

EACH PURCHASER SHOULD SEEK, AND MUST DEPEND UPON, THE ADVICE OF HIS OR HER TAX ADVISOR WITH RESPECT TO THEIR RECEIPT OF TRZX TOKENS, AND EACH PURCHASER IS RESPONSIBLE FOR THE FEES OF SUCH ADVISOR. NOTHING IN THIS PRIVATE PLACEMENT MEMORANDUM IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO A PURCHASER. PURCHASERS SHOULD BE AWARE THAT THE INTERNAL REVENUE SERVICE MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY US AND THAT CHANGES TO THE INTERNAL REVENUE CODE OR THE REGULATIONS OR RULINGS THEREUNDER OR COURT DECISIONS AFTER THE DATE OF THIS PRIVATE PLACEMENT MEMORANDUM MAY CHANGE THE ANTICIPATED TAX TREATMENT TO A PURCHASER. WE WILL NOT OBTAIN ANY RULING FROM THE INTERNAL REVENUE SERVICE WITH REGARD TO THE TAX CONSEQUENCES OF THE RECEIPT OF OR A PURCHASE OF TRZX TOKENS.

THE TAX TREATMENT OF TRZX TOKENS IS UNCERTAIN AND THERE MAY BE ADVERSE TAX

CONSEQUENCES FOR THE COMPANY, ITS AFFILIATES, AND/OR PURCHASERS UPON CERTAIN FUTURE EVENTS. THE ISSUANCE OF TRZX TOKENS MAY RESULT IN ADVERSE TAX CONSEQUENCES TO PURCHASERS, INCLUDING WITHHOLDING TAXES, INCOME TAXES AND TAX REPORTING REQUIREMENTS. EACH PURCHASER SHOULD CONSULT WITH AND MUST RELY UPON THE ADVICE OF ITS OWN PROFESSIONAL TAX ADVISORS WITH RESPECT TO THE UNITED STATES AND NON-U.S. TAX TREATMENT OF THE RECEIPT OF AND A PURCHASE OF TRZX TOKENS.

REGULATION D RULE 506(C) INVESTOR VERIFICATION STANDARDS

In purchasing Interests through this Offering, the Company is obligated to verify your status as an accredited investor in accordance with Rule 501 of Regulation D. There are three primary methods the Company may employ to comply with the verification standards. Purchasers in this Offering will need to provide the Company with verification that meets the standards and form using one or multiple methods, including, but not limited to:

Income: The Company may verify an individual's status as an accredited investor on the basis of income by reviewing copies of any IRS form that reports net income, such as Forms W-2 or 1099 (which are typically filed by an employer or other third party payor), or Forms 1040 filed by the Purchaser (with non-relevant information permitted to be redacted). Under this method, the Company must review IRS forms for the two most recent years and obtain a written representation from the prospective Purchaser that he or she has a reasonable expectation of attaining the necessary income level for the current year. Where accredited investor status is based on joint income with the person's spouse, the IRS forms and representation must be provided with respect to both the Purchaser and the spouse.

Net Worth: Under this method, the Company will need to review bank or brokerage statements or third-party appraisal reports to verify the Purchaser's assets and a credit report to verify liabilities, in each case dated within the prior three months, and will need to obtain a written representation from the prospective Purchaser that all liabilities have been disclosed. Where accredited investor status is based on joint net worth with the person's spouse, the asset and liability documentation and representation must be provided with respect to both the Purchaser and the spouse.

Reliance on Determination by Specified Third Parties: The Company may satisfy the verification requirement if it obtains a written confirmation from a registered broker-dealer, a registered investment adviser, a licensed attorney, or a certified public accountant that within the prior three months such person or entity has taken reasonable steps to verify that the Purchaser is an accredited investor and has determined that the Purchaser is an accredited investor. Proper verification must be submitted with your subscription for securities in order for the Company to verify your suitability for investment and accept your subscription.

WHERE TO OBTAIN MORE INFORMATION

Throughout this Memorandum, reference is made to certain information either not contained in this document or else attached hereto by way of exhibit. If you or your advisors would like additional information regarding the Token Issuer or the Offering, please contact us:

TREASURE EXPERIENCE, LLC
100 Avenue A, Suite 2B, Fort Pierce, Florida, 34950, USA
Telephone: 772.241.7977 E-mail: investment@treasureexperience2.com

EXHIBIT A

TREASURE EXPERIENCE, LLC
100 Avenue A, Suite 2B, Fort Pierce, Florida 34950
Telephone: 772.241.7977 E-mail: investment@treasureexperience2.com

This section alone does not constitute an offer to sell Tokens issued by the Token Issuer. An offer may be made only by an authorized representative of the Token Issuer and the recipient must receive a complete Memorandum, including all Exhibits.

EXHIBIT B

Unaudited Financials

TREASURE EXPERIENCE, LLC

100 Avenue A, Suite 2B, Fort Pierce, Florida 34950

Telephone: 772.241.7977 E-mail: investment@treasureexperience2.com

Treasure Experience LLC.
Profit and Loss
January 1 - October 31, 2024

		Total
Income		
Token Sales		188,500.00
Total Income	**$**	**188,500.00**
Gross Profit	**$**	**188,500.00**
Expenses		
Rents		17,850.00
Insurance (Boat)		6,125.00
Office Expense: Phone, Website, Misc.		5,460.00
Marketing		30,112.00
Management Salaries		42,000.00
Fuel		3,200.00
Contractor Payments		4,800.00
Travel		6,100.00
Boat Moorage		9,800.00
Survey Boat Storage		700.00
Boat Expenses		16,200.00
Subcontract Expenses Dominican Republic		33,000.00
1715 Contract Expenses		2,200.00
Total Expenses	**$**	**177,547.00**
Net Operating Income	**$**	**10,953.00**
Net Income	**$**	**10,953.00**

Friday, Nov 1, 2024 1:58:31 PM GMT-7 - Accrual Basis

EXHIBIT C

THE OFFER AND SALE OF THE TOKENS (AS DEFINED BELOW) DESCRIBED HEREUNDER HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***SECURITIES ACT***"), OR UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION. THIS OFFERING IS BEING MADE ONLY TO ACCREDITED INVESTORS (AS DEFINED UNDER THE SECURITIES ACT) IN RELIANCE ON REGULATION D UNDER THE SECURITIES ACT. THE TOKENS MAY NOT BE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE AND FEDERAL SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

NONE OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R ("***ODB***") (NOR HAVE ANY OF THEIR AFFILIATES INVESTIGATED) THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. NONE OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R OR ANY OF THEIR RESPECTIVE AFFILIATES MAKE ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGEMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. THE CONNECTION OF EACH OF OPENDEALBROKER LLC DBA OPENDEALBROKER OR THE CAPITAL R TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER. AN INVESTOR SHOULD HAVE KNOWLEDGE AND UNDERSTANDING OF SOPHISTICATED AND COMPLEX INVESTMENTS TO MAKE A SELF-DETERMINATION OR SEEK ADVICE ELSEWHERE. PLEASE REFER TO THE "RISK FACTORS" SECTIONS OF THE ASSOCIATED PRIVATE PLACEMENT MEMORANDUM. ODB MAY INVITE OTHER BROKER/DEALERS TO PARTICIPATE IN THIS OFFERING UNDER SIMILAR TERMS AND CONDITIONS.

STRIPE, INC. ("***STRIPE***") HAS NOT INVESTIGATED THE DESIRABILITY OR ADVISABILITY OF AN INVESTMENT IN THIS OFFERING OR THE SECURITIES OFFERED HEREIN. STRIPE NOR ANY OF ITS RESPECTIVE AFFILIATES, MAKES ANY REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR JUDGMENT ON THE MERITS OF THE OFFERING OR THE SECURITIES OFFERED HEREIN. STRIPE'S CONNECTION TO THE OFFERING IS SOLELY FOR THE LIMITED PURPOSES OF ACTING AS A SERVICE PROVIDER.

YOU WILL NOT BE ENTITLED, AS A HOLDER OF TOKENS, TO RECEIVE DIVIDENDS OR VOTE AS A SHAREHOLDER OR BE DEEMED A SHAREHOLDER OF THE COMPANY FOR ANY OTHER PURPOSE, NOR WILL ANYTHING CONTAINED HEREIN BE CONSTRUED TO CONFER UPON YOU, AS SUCH, ANY OF THE RIGHTS OF A SHAREHOLDER OR ANY RIGHT TO VOTE FOR THE ELECTION OF DIRECTORS OR UPON ANY MATTER SUBMITTED TO THE BOARD OF DIRECTORS AT ANY MEETING THEREOF, OR TO GIVE OR WITHHOLD CONSENT TO ANY CORPORATE ACTION OR TO RECEIVE NOTICE OF OR ATTEND SHAREHOLDER OR BOARD MEETINGS, OR TO RECEIVE SUBSCRIPTION RIGHTS OR OTHERWISE.

PARTICIPATION IN THE OFFERING INVOLVES A HIGH DEGREE OF RISKS. YOU SHOULD CAREFULLY REVIEW THE PRIVATE PLACEMENT MEMORANDUM PROVIDED TO YOU IN CONNECTION HEREWITH, TOGETHER WITH ALL OF THE OTHER INFORMATION CONTAINED IN THIS AGREEMENT, BEFORE MAKING A PURCHASE DECISION.

TREASURE EXPERIENCE LLC

(TRZX)

TOKEN PURCHASE AGREEMENT

Purchaser:	[INSERT NAME]
Agreement Date:	[INSERT DATE OF AGREEMENT]
Purchaser's Network Address for Delivery of TRZX Tokens:	[INSERT PURCHASER'S RECEIVING WALLET ADDRESS]
Purchase Amount:	[INSERT TOTAL PURCHASE AMOUNT]
Price Per TRZX Token:	$1.00/ TRZX Token
Purchased TRZX Tokens:	[INSERT TOTAL NUMBER OF TRZX TOKENS BEING PURCHASED]
Form of Payment:	The Purchase Amount can be paid in US dollars (via credit card), USD Coin (USDC), or USD Tether (USDT). The US dollar exchange rate for any cryptocurrencies used for the Purchase Amount shall be determined as set forth in the TPA. Purchases through Stripe will incur a total fee of approximately 2.7%-3.8% plus an additional $0.36 per transaction. These total expenses for Stripe will ultimately be borne by the Company. Cash received in connection with the Purchase Amount will be directly transferred to the Company. ODB charges a three percent (3.0%) administrative fee for payments made via credit card on the gross principal transaction with a minimum fee of $7 and a maximum fee of $300. The fee is added to the total amount of the investment at checkout. Purchasers in the offering will not have the right to revoke their purchase at any time. If a purchase is rejected for any reason, it will be refunded without interest or deduction save any applicable fees. Purchasers will follow instructions for completing payment when making their purchase via the Offering Platform that is operated by ODB for the benefit of the Offering. Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to an account maintained by the Company. If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only, regardless of the type and amount of the approved cryptocurrency or digital assets paid, or any volatility in their prices, and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. Gas costs and miner fees paid in the original subscription will not be refunded. For all accepted purchases, Company will bear the cost of any gas costs and/or other fees to deliver the tokens to the Purchaser. If a purchase is rejected for any reason, including if ODB is unable to verify the KYC of the Purchaser, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the

	purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only and subject to certain fees (i.e. the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds, which are paid to validators on the TRZX Blockchain, will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. The ODB administrative fee paid in the original subscription will not be refunded.
Examples of Fees Incurred During Purchase of TRZX Tokens:	Below are examples of how fees may impact the total purchase price paid by Purchaser for TRZX Tokens: **Example 1:** Purchaser wants to purchase 1,000 TRZX Tokens at $1.00 per TRZX Token using a credit card. The purchase price will be $1000. Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 3.5% or $7—here, it will be $35 for this transaction because 3.0% is greater, meaning the Purchaser will pay $1035 total for the 1,000 TRZX Tokens. Note that this total is independent of any fee that the Purchaser's financial institution may impose on the method of payment, e.g., a credit card fee. **Example 2:** Purchaser wants to purchase 25,000 TRZX Tokens at $1.00 per TRZX Token using a credit card. The purchase price will be $25,000. Individual Purchaser will also incur an administrative fee from ODB, for payments made via credit card, that is the greater of 3.0% or $7— here, it will be 3.0% for this transaction because $7 is lower, meaning the Purchaser will pay $25,750 total for the 25,000 TRZX Tokens. Note that this total is independent of (1) any gas fees that may be incurred if the Purchaser pays via cryptocurrency, or (2) any fee that the Purchaser's financial institution may impose on the method of payment, e.g., a credit card fee. **Example 3:** Purchaser wants to purchase 25,000 TRZX Tokens at $1.00 per TRZX Token using cryptocurrency. The purchase price will be $25,000. Purchaser will <u>not</u> incur an administrative fee from ODB for payments made via cryptocurrency. Note that this total is independent of (1) any gas fees that may be incurred if the Purchaser pays via cryptocurrency.
Restricted Period and Delivery Schedule:	Prior to the expiration of the one-year period following the TPA purchase (the "Restricted Period"), the Purchaser will not offer, sell, pledge, or otherwise transfer the TPA or TRZX Tokens, unless, where applicable, in compliance with securities laws, including Securities Act Rule 144. TRZX Tokens will be delivered to a TRZX Blockchain-compatible wallet address designated by each Purchaser in the TPA subject to any delivery restrictions stated herein.

THIS CERTIFIES THAT in exchange for the payment by the undersigned purchaser (the "***Purchaser***") of the Total Purchase Price set forth above on or about the date (the "***Effective Date***") indicated under the LLC signature hereto, Treasure Experience (TRZX), a Florida Limited Liability Company, with registered address at 1275 US Hwy 1, Suite 2, Unit 108 Vero Beach Florida 32960 (the "***Company***"), hereby issues to the Purchaser, a number of TRZX Tokens (as defined below) equal to the Number of TRZX Tokens Purchased set forth above, on the conditions and subject to the terms set forth below (the "***Terms***").

1. OFFERING. This Token Purchase Agreement ("***TPA***" or "***Agreement***") is issued by the Company in connection with the offering ("***Offering***") of TRZX Tokens by the Company via a series of agreements on substantially similar terms to this TPA (collectively, the "***TPAs***"). Purchaser acknowledges that TPAs may be issued in a series of multiple closings to certain qualified persons and entities, all as determined from time to time by the Company in its sole discretion. By purchasing the TRZX Tokens herein, Purchaser agrees to be bound by this TPA. If Purchaser is purchasing the TRZX Tokens on behalf of an entity (such as its employer), Purchaser represents and warrants that it has the authority to bind such entity to this TPA. In that case, "***Purchaser***" will refer to that legal entity.

PURCHASER ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT THE TRZX TOKENS PURCHASED HEREUNDER ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS TPA AND THE DOCUMENTS REFERENCED HEREIN. BY PARTICIPATING IN THIS OFFERING, PURCHASER AGREES TO BE BOUND BY THIS TPA IN ALL RESPECTS.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THIS TPA, YOU ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 7.8 "DISPUTE RESOLUTION" BELOW FOR DETAILS.

2. OFFER AND SALE

2.1. **<u>Purchase and Sale</u>**. Purchaser hereby agrees to purchase that Number of TRZX Tokens Purchased for an aggregate purchase price equal to the Total Purchase Price, each as set forth above. The Company reserves the right, in its sole and absolute discretion and without notice, to rescind, terminate, accept, or reject the Purchaser's investment in whole or in part, along with this TPA for any reason or for no reason. Without limiting any of the foregoing, the valid execution of this TPA shall be conditioned upon the following terms being met: (i) Purchaser's completion of the purchase commitment process on the online platform maintained by ODB ("***ODB***"), providing technical services which allow the online hosting of the Company's offering; and (ii) the Company counter-signing this Agreement. For the avoidance of doubt, the Company may round down the Number of TRZX Tokens Purchased set forth above to two (2) decimal places.

2.2. **<u>Payment</u>**. Purchaser covenants and agrees to pay the Total Purchase Price to the Company on or about the Effective Date, and in any case no later than two business days after the Effective Date. Purchaser acknowledges and agrees that the Company may, in its sole discretion and without notice, rescind or terminate, as applicable, this TPA and the TRZX Tokens in the event that Purchaser does not deliver to the Company its signature page to this TPA or the Total Purchase Price, in each case within three business days of the Effective Date.

2.3. **<u>Purchaser Qualification</u>**. Purchaser acknowledges and agrees that it is required to meet certain requirements to participate in this Offering, including the Purchaser's status as an "Accredited Investor", as defined under Regulation D under the Securities Act as well as compliance with the Terms.

An "Accredited Investor" means any one of the following:

(a) any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance Association as defined in Section 2(13) of the Act; any investment Association registered under the Investment Company Act of 1940 or a business development Association as defined in Section 2(a)(48) of that Act; any Small Business Investment Association licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any 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; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance association, 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;

(b) any private business development association as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(c) any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000; any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer or general partner of a general partner of that issuer;

(d) any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase, exceeds $1,000,000;

(e) any 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;

(f) any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Act; and

(g) any entity in which all of the equity owners are accredited investors.

(h) any entity, of a type not listed in the previous subparagraphs (a), (b), (c), (g), or (h), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;

(i) any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this paragraph (j), the Commission will consider, among others, the following attributes:

(i) The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;
(ii) The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;
(iii) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and
(iv) An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable

(j) any natural person who is a "knowledgeable employee," as defined in rule 3c-5(a)(4) under the Investment Company Act of 1940, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

(k) any "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940:

(i) With assets under management in excess of $5,000,000,
(ii) That is not formed for the specific purpose of acquiring the securities offered, and
(iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and

(l) any "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements in paragraph (l) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (l)(iii).

Purchaser acknowledges and agrees that, in the event the Company determines that Purchaser does not meet the Company's requirements for purchasers hereunder (as determined by the Company in its sole discretion), the Company may immediately and without notice rescind or terminate, as applicable, this TPA and the TRZX Tokens, notwithstanding Purchaser's compliance with the Terms, delivery of the Total Purchase Price to the Company, or that the Company may have delivered a signature page to this TPA.

2.4. **<u>Form of Payment</u>**. The Company agrees to accept payment for the Total Purchase Price via U.S. dollars (credit card), USD Tether (USDT), or USD Coin (USDC). The Company may elect to accept other methods or forms of payment on an as-converted to U.S. dollars basis in its sole discretion. Purchases through Stripe will incur a total fee of approximately 2.7%-3.8% plus an additional $0.36 per transaction. These total expenses for Stripe will ultimately be borne by the Company. Any payment for TRZX Tokens must be made in full (partial payments or payments broken into separate transactions will not be accepted). Payment will not be accepted in BTC, ETH, or any other form of payment not listed above. Any payments in unaccepted currencies or other unaccepted methods of transfer will be rejected.

2.5. **<u>Processing of Cryptocurrency Payments</u>**. Cryptocurrencies and digital assets received in connection with purchases pursuant to this Offering are directed to an account maintained by the Company. The Company reserves the right to discontinue accepting any type of consideration in its sole discretion. The purchase and will also be subject to certain transaction fees, including gas costs or miner fees.

2.6. **<u>Rejected Transactions</u>**. If a purchase is rejected for any reason, and if payment was made in the specifically approved cryptocurrency or digital asset, a refund of the purchase price will be made in USDC, and such refunds will be based upon the USD-denominated value of the Purchase Amount only, regardless of the type and amount of the approved cryptocurrency or digital assets paid, or any volatility in their prices, and subject to certain fees (*i.e.,* the amount of cryptocurrency originally sent may vary from the amount of cryptocurrency refunded due to exchange rate variations). Gas fees or miner fees for refunds, which are paid to validators on a blockchain network, will be deducted from the amount of the refund sent. Purchasers in the Offering will not have the right to revoke their subscription at any time. The ODB administrative fee paid in the original subscription will not be refunded.

3. TOKEN DELIVERY

3.1. **<u>Delivery</u>**. In connection with this TPA, the Company, its agents, or its representatives shall deliver to the Purchaser, in full satisfaction of this TPA, the Number of TRZX Tokens Purchased set forth above in accordance. For the avoidance of doubt, TRZX Tokens will be delivered to Purchaser's Wallet in accordance with the delivery schedule set forth above. The Company will deliver TRZX Tokens to the Purchaser's wallet address and the TRZX Tokens will subsequently be released from transfer restrictions in accordance with the Restricted Period set forth above.

3.2. **<u>Conditions to Token Delivery</u>**. In connection with, as a condition to, and prior to each delivery of TRZX Tokens by the Company to the Purchaser pursuant to <u>Section 3.1</u>, and in each case unless waived in writing by the Company:

3.2.1. The Purchaser will execute and deliver to the Company any and all other transaction documents related to this TPA and the delivery of the TRZX Tokens as are reasonably requested by the Company, including documentation to verify Purchaser's status as an "***Accredited Investor***" (as defined in Rule 501(a) of Regulation D under the Securities Act);

3.2.2. The Purchaser will provide to the Company, in writing, a compatible wallet address ("***Wallet***") to which the Purchaser's TRZX Tokens will be delivered. The TRZX Token is a ERC-1404 which is an extension of ERC-20;

3.2.3. The Purchaser will complete and deliver all AML and KYC Forms (as defined below) requested by the Company from time to time, including after the Effective Date; and

3.2.4. The Purchaser shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the Company may reasonably request in order to carry out the intent and accomplish the restrictions in this Section 3 and/or as shall be requested to comply with then applicable laws and regulations and/or as requested by a digital asset exchange in connection with the listing of the Token.

If the Purchaser fails to meet any of the conditions above, the Company may hold the TRZX Tokens deliverable hereunder in escrow until such conditions are met, and such escrow will constitute delivery of the applicable number of TRZX Tokens in accordance with this instrument notwithstanding that such TRZX Tokens remain in escrow.

3.3. **Lock-up**. In addition to any other restrictions required under applicable law, Purchaser agrees that it will not directly or indirectly transfer any TRZX Tokens that have not been delivered to the Purchaser in accordance with Section 3.1 (such TRZX Tokens being the "***Undelivered Tokens***"), any options to purchase any Undelivered TRZX Tokens, or any instruments convertible into, exchangeable for, or that represent the right to receive Undelivered TRZX Tokens, including this TPA. To ensure compliance with the restrictions in this Section 3.3, Purchaser acknowledges that the Company may impose technological lockups or other restrictions on the TRZX Tokens. For the avoidance of doubt, all TRZX Tokens issuable hereunder shall be fully released from the restrictions in this Section 3.3 only upon the delivery of all TRZX Tokens to the Purchaser.

3.4. **Claiming TRZX**. TRZX Tokens that are purchased by you may be claimed by you only. TRZX Tokens are not transferable to any blockchain address prior to the Token Integration Event. Prior to the Token Integration Event of any TRZX Tokens, you cannot transfer nor attempt to transfer (whether by assignment, trust, charge, sub-contract, novation or otherwise), TRZX Tokens or any part or the whole of your rights, title or interest under these Terms, including your right to claim those TRZX Tokens, to any other person or entity, whether with or without consideration. All such transfers and attempted transfers are strictly prohibited, will be deemed void and will not be recognized by, nor binding on, the Company.

3.5. **Transferability**. If you transfer TRZX Tokens to a wallet or address owned by another person, then that person and the owner of each other wallet or address to which that TRZX Tokens are further transferred (each, a "***New Holder***") are each deemed to be bound by these Terms as Contributors for the period of time they hold such TRZX Tokens, and you irrevocably and unconditionally undertake to ensure that each New Holder, prior to the transfer of TRZX Tokens to them, expressly agrees to be bound by these Terms as a Contributor for the period of time they hold TRZX Tokens. By transferring any TRZX Tokens, you assign all your rights, title, and interest under these Terms to the owner of the wallet or address to which you transfer such TRZX Tokens.

3.6. **Absolute Ownership**. The owner of the wallet in which any TRZX Tokens are held will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as the absolute owner of such TRZX Tokens for all purposes (regardless of any notice of any trust or any other interest, or the theft or loss of any private key) and neither the Company nor any other person will be liable for so treating that person as the TRZX Tokens' absolute owner.

3.7. **Written Notice**. The Company agrees that, if any rule of law (including any legislation, rule of common law, rule of equity or customary law) requires written notice to effectuate the transfer of any TRZX Tokens, such notice is deemed given as an electronic record by inclusion of the relevant transaction on a block on the TRZX Platform in accordance with clause 3.5 above.

3.8. **Voidability**. Notwithstanding any other provision in this clause 3, the Company reserves the right to treat as void any transfer of TRZX Tokens which the Company reasonably believes to be unlawful for any reason.

4. DEFINITIONS

4.1. "***AML and KYC Forms***" means any and all forms, documents, processes, and procedures, including, for the avoidance of doubt, any electronic verification system or processes, which the Company determines, in its sole discretion, are reasonably necessary for the Company to comply with applicable Anti-Money Laundering Laws.

4.2. "***Applicable Exchange Rate***" means the exchange rate of cryptocurrency payments. The exchange rate is determined largely from the cryptocurrency exchanges with which the Company has relationships at the time an invoice is generated for the Purchaser.

4.3. "***Dissolution Event***" means (i) a voluntary termination of the operations of the Company, (ii) a general assignment of all or substantially all the Company's assets for the benefit of the Company's creditors, or (iii) any other liquidation, dissolution or winding up of the Company, whether voluntary or involuntary.

4.4. "***Governmental Authority***" means any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

4.5. "***Anti-Money Laundering Laws***" means the applicable laws, rules and regulations of all jurisdictions in which the Purchaser is located, resident, organized or operates concerning or related to anti-money laundering, including but not limited to those contained in the Bank Secrecy Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "***Patriot Act***"), each as amended and including the rules and regulations thereunder, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority.

4.6. "***Person***" means any individual or legal entity, including a government or political subdivision or an agency or instrumentality thereof.

4.7. ***"Platform"*** means exchange service platforms compatible with the TRZX Token and its associated website and services.

4.8. "***Token Integration Event***" means the date when the TRZX Tokens are initially broadly publicly released by the Company for use on exchange compatible platforms, if ever

4.9. "***Token***" means the TRZX Token, which is used for royalty ownership as outlined in the Treasure Experience TRZX Token PPM.

4.10. "***Transfer***" means, with respect to any instrument, the direct or indirect assignment, sale, transfer, tender, pledge, hypothecation, or the grant, creation or suffrage of a lien or encumbrance in or upon, or the gift, placement in trust, or other disposition of such instrument or any right, title or interest therein, or the record or beneficial ownership thereof, the offer to make such a sale, transfer or other disposition, and each agreement, arrangement or understanding, whether or not in writing, to effect any of the foregoing.

5. PURCHASER REPRESENTATIONS

5.1. **Authorization**. The Purchaser has full power and authority to enter into this TPA. This TPA, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

5.2. **Purchase Entirely for Own Account**. This TPA is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this TPA, the Purchaser hereby confirms, that the Tokens to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this TPA, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, Transfer or grant participations to such Person or to any third Person, with respect to any of the Tokens. The Purchaser has not been formed for the specific purpose of acquiring the Tokens.

5.3. **Disclosure of Information**. The Purchaser has sufficient knowledge of and experience in business and financial matters to be able to evaluate the risks and merits purchase of this TPA and of the Tokens and is able to bear the risks thereof. The Purchaser has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Tokens with the Company's representatives. The Purchaser has not relied on any representations or warranties made by the Company outside of this instrument, including, but not limited to, conversations of any kind, whether through oral or electronic communication, or any white paper or website.

5.4. **Compliance with Securities, Commodities, & Other Laws**. The Purchaser understands that the Tokens have not been, and will not be, registered under the Securities Act or any applicable state securities laws, by reason of a specific exemption from the registration provisions of the Securities Act and other applicable state securities laws which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Tokens may be deemed "restricted securities" under applicable United States federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Tokens indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Tokens for resale, and exemptions from registration and qualification may not be available or may not permit the Purchaser to transfer all or any of the Tokens in the amounts or at the times proposed by the Purchaser. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Tokens, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy. The Purchaser is not registered with the U.S. Securities and Exchange Commission as a broker-dealer, alternative trading system or exchange, and is not a member of the U.S. Financial Industry Regulatory Authority ("***FINRA***") nor is required to be registered with the U.S. Securities and Exchange Commission or is subject to the rules of FINRA. The Purchaser has also been advised that this Agreement has not been approved for trading by the CFTC. The Purchaser represents that it is not purchasing this Agreement on the basis that it is a contract of sale of a commodity for future delivery (or option on such a contract), a swap or any other instrument subject to the CEA. The Purchaser further understands that neither the Company nor any Affiliate is licensed as a money transmitter ("***MT***") or a money services business ("***MSB***"). If the Company or any Affiliate were deemed to be an MT and/or MSB, it would be subject to significant additional regulation. This could lead to significant changes with respect to the Company Platform, how the Tokens are structured, how they are purchased and sold, and other issues, and would greatly increase the Company's costs in creating and facilitating transactions in the Tokens. It could also lead to the termination of the Tokens. Further, a regulator could take action against the Company or any Affiliate if it views the Tokens and the Network as a violation of existing law. Any of these outcomes would negatively affect the value of the Tokens and/or could cause the Company to cease operations.

5.5. **No Public Market**. The Purchaser understands that no public market now exists for the Tokens; that the Company has made no assurances that a public market will ever exist for the Tokens; and that the Company is under no any obligation to register or qualify the Tokens for resale under the laws of any Governmental Authority.

5.6. **Accredited Investor**. Purchaser states that he or she is an "Accredited Investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. The Purchaser has been advised that this instrument and the underlying securities have not been registered under the Securities Act, or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. The Purchaser is purchasing this instrument and the securities to be acquired by the Purchaser hereunder for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has such knowledge and experience in financial and business matters that the Purchaser is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing the Purchaser's financial condition and is able to bear the economic risk of such investment for an indefinite period of time. The Purchaser hereby confirms that it has taken reasonable steps to verify that such Purchaser is an accredited investor as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

5.7. **No Bad Actor**. Neither (i) the Purchaser, (ii) any of its directors, executive officers, other officers that may serve as director or officer of any Company in which it invests, general partners or managing partners, nor (iii) any beneficial owner of the voting equity securities of the Purchaser (in accordance with Rule 262 of the Securities Act) is subject to any of the disqualifying events listed in Rule 506(d)(1) of Regulation D under the Securities Act (a "***Purchaser Event***"), and there is no proceeding or investigation pending or, to the knowledge of Purchaser, threatened by any governmental authority, that would reasonably be expected to become the basis for a Purchaser Event.

5.8. **Legends**. The Purchaser understands that the Tokens may be deemed to bear any one or more of the following legends: (a) any legend required by the securities laws of any state to the extent such laws are applicable to the Tokens represented by the certificate of legend, and (b): the following legend (and even without such legend the following restrictions apply):

THIS SECURITY (i.e., the TPA) AND ANY TOKENS WHEN ISSUED PURSUANT TO IT (THE "TRZX TOKENS") HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY, NOR ANY INTEREST OR PARTICIPATION HEREIN, MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNDER ANY CIRCUMSTANCES. EACH HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF REPRESENTS THAT (A) IT IS AN "ACCREDITED INVESTOR" (AS DEFINED IN REGULATION D UNDER THE SECURITIES ACT) OR (B) IT IS NOT A "U.S. PERSON" AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH ACQUISITION IS MADE. HEDGING

TRANSACTIONS INVOLVING THE TRZX TOKENS MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

REGULATION D ONLY (THE “REGULATION D LEGEND”): THE HOLDER OF ANY TRZX TOKENS AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH TRZX TOKENS, PRIOR TO THE EXPIRATION A ONE-YEAR LOCK-UP PERIOD WITH RESPECT TO THE TRZX TOKENS (THE “RESALE RESTRICTION TERMINATION DATE”), ONLY IN COMPLIANCE WITH THE SECURITIES LAWS, INCLUDING, WHERE APPLICABLE, (A) PURSUANT TO SECURITIES ACT RULE 144, (B) PURSUANT TO A COMPLIANT REGULATION S RESALE OR (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, SUBJECT, IN EACH OF THE FOREGOING CASES, TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH PURCHASER ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS, INCLUDING SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE JURISDICTION.

THE HOLDER OF THIS TOKEN OR INTEREST BY ITS ACCEPTANCE WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED BY SUCH HOLDER TO ACQUIRE OR HOLD THIS TOKEN OR INTEREST CONSTITUTES THE ASSETS OF AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), A PLAN TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”) APPLIES (INCLUDING AN INDIVIDUAL RETIREMENT ACCOUNT), AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE PLAN ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN, OR PLAN, A GOVERNMENTAL PLAN (AS DEFINED IN SECTION 3(32) OF ERISA), A CHURCH PLAN (AS DEFINED IN SECTION 3(33) OF ERISA) THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN, OR (2)(A) THE HOLDER IS, OR IS USING, THE ASSETS OF A GOVERNMENTAL PLAN, A CHURCH PLAN THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(D) OF THE CODE, OR A NON-U.S. PLAN AND (B) THE ACQUISITION AND HOLDING OF THIS INTEREST OR TOKEN WILL NOT CONSTITUTE A VIOLATION UNDER ANY APPLICABLE PROVISIONS UNDER ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT REGULATE SUCH PLAN’S INVESTMENTS.

In connection with any proposed transfer, the Company may require an opinion of counsel in form and substance satisfactory to the Company to the effect that any such proposed transfer or resale of the Tokens is in compliance with the Securities Act and any applicable state or foreign securities laws. Purchaser hereby agrees that, to enforce the restrictions set forth in this TPA, the Company may impose technological and other restrictions on the Wallet and the Tokens deliverable hereunder.

5.9. **Waiver of Warranties; Assumption of Risks**. THE RISK OF LOSS IN BUYING, HOLDING AND TRADING DIGITAL ASSETS AND RIGHTS THEREIN, INCLUDING THE TOKENS, CAN BE IMMEDIATE AND SUBSTANTIAL. THERE IS NO GUARANTEE AGAINST LOSSES FROM PARTICIPATING IN THE OFFERING. PURCHASER SHOULD THEREFORE CAREFULLY CONSIDER WHETHER TRADING OR HOLDING VIRTUAL CURRENCY IS SUITABLE FOR THE PURCHASER IN LIGHT OF THEIR FINANCIAL CONDITION. Purchaser acknowledges that it has carefully read and reviewed the Private Placement Memorandum provided to the Purchaser in connection herewith. Purchaser understands that the Tokens involve risks, all of which the Purchaser fully and completely assumes, including, but not limited to, the risks that (i) the technology and economic models associated with the Company’s technology will not function as intended; (ii) the Company’s technology will fail to attract sufficient interest from developers; (iii) the Company’s technology may not be fully developed and may never be released, (iv) the Company and/or third parties involved in the development of the Company’s technology may be subject to investigation and punitive actions from Governmental Authorities, and (v) those other risks as detailed in that certain Private Placement Memorandum provided to the Purchaser in connection herewith. Purchaser understands and expressly accepts that the Tokens will be created and delivered to the Purchaser at the sole risk of the Purchaser on an “AS IS” and “UNDER DEVELOPMENT” basis. THE COMPANY MAKES NO

WARRANTY WHATSOEVER WITH RESPECT TO THE TOKENS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE COMPANY, OR ANY OTHER PERSON ON THEIR BEHALF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ASSUMES ALL RISKS AND LIABILITIES FOR THE RESULTS OBTAINED BY THE USE OF ANY TOKENS AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE TOKENS. IN DECIDING TO PURCHASE THE TOKENS, YOU ARE NOT RELYING ON THE ADVICE OR RECOMMENDATIONS OF THE COMPANY, ODB OR ANY OTHER THIRD-PARTY, AND YOU HAVE MADE YOUR OWN INDEPENDENT DECISION THAT AN INVESTMENT IN THE TOKENS IS SUITABLE AND APPROPRIATE FOR YOU.

5.10. **Other Applicable Law**. Purchaser represents that they are satisfied as to the full observance of the laws of their jurisdiction in connection with the purchase of the Tokens, including(a) the legal requirements within the Purchaser's jurisdiction for the purchase of the Tokens, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Tokens. The Purchaser's purchase and payment for and continued beneficial ownership of the Tokens will not violate any applicable laws of the Purchaser's jurisdiction.

5.11. **OFAC**. Neither the Purchaser, nor, if applicable, any of its affiliates or direct or indirect beneficial owners; (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("***OFAC***"), nor are they otherwise a party with which the Company is prohibited to deal under the laws of the United States; (ii) is a person identified as a terrorist organization on any other relevant lists maintained by any Governmental Authority; or (iii) unless otherwise disclosed in writing to the Company prior to the date of this Agreement, is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure. The Purchaser further represents and warrants that, if applicable, the Purchaser: (a) has conducted thorough due diligence with respect to all its beneficial owners; (b) has established the identities of all direct and indirect beneficial owners and the source of each beneficial owners' funds; and (c) will retain evidence of those identities, any source of funds, and any due diligence.

5.12. **Sources and Uses of Funds**. The Purchaser further represents, warrants, and agrees as follows:

5.12.1. No payment or other transfer of value to the Company and no payment or other transfer of value to the Company shall cause the Company to be in violation of applicable U.S. federal or state or non-U.S. laws or regulations, including, without limitation, anti- money laundering, economic sanctions, anti-bribery or anti-boycott laws or regulations, the Patriot Act, or the various statutes, regulations and executive orders administered by OFAC ("***OFAC Regulations***").

5.12.2. No payment or other transfer of value to the Company is or will be derived from, pledged for the benefit of, or related in any way to, (i) the government of any country designated by the U.S. Secretary of State or other Governmental Authority as a country supporting international terrorism, (ii) property that is blocked under any OFAC Regulations or that would be blocked under OFAC Regulations if it were in the custody of a U.S. national, (iii) persons to whom U.S. nationals cannot lawfully export services, or with whom U.S. nationals cannot lawfully engage in transactions under OFAC Regulations, (iv) the government of any country that has been designated as a non-cooperative country or designated by the U.S. Secretary of the Treasury or other Governmental Authority as a money laundering jurisdiction or (v) directly or indirectly, any illegal activities. The Purchaser acknowledges that Anti-Money Laundering Laws may require the Company to collect documentation verifying the identity and the source of funds used to acquire the Tokens before, and from time to time after, the date of this Agreement.

5.12.3. All payments or other transfer of value to the Company by the Purchaser will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that does not appear on the list of boycotted countries published by the U.S. Department of Treasury pursuant to § 999(a)(3) of the Code as in effect at the time of the payment or other transfer of value. In the event that the Purchaser is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a "***Non-U.S. Bank***") in connection with the acquisition of the Tokens, the Non-U.S. Bank: (i) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities, (ii) employs one or more individuals on a full-time basis, (iii) maintains operating records related to its banking activities, (iv) is subject to inspection by the banking authority that licensed it to conduct banking activities and (v) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

5.13. **Additional Information**. The Purchaser will provide to the Company any information that the Company from time to time determines to be necessary or appropriate (a) to comply with Anti-Money Laundering Laws, anti-terrorism laws, rules and regulations and or any similar laws and regulations of any applicable jurisdiction and (b) to respond to requests for information concerning the identity and or source of funds of the Purchaser from any Governmental Authority, self-regulatory organization, or financial institution in connection with its anti-money laundering compliance procedures, or to update that information. The Purchaser understands and acknowledges that the Company may be required to report any action or failure to comply with information requests and to disclose the identity to Governmental Authorities, self-regulatory organizations, and financial institutions, in certain circumstances without notifying the Purchaser that the information has been so provided. The Purchaser further understands and agrees that any failure on their part to comply with this Section 5.12 would allow the Company to terminate this TPA and require the forfeiture of any Tokens previously delivered to the Purchaser.

5.14. **Suspicious Activity Reports**. The Purchaser acknowledges and agrees that the Company, in complying with anti-money laundering statutes, regulations and goals, may file voluntarily or as required by law, a suspicious activity report ("***SAR***") or any other information with governmental and law enforcement agencies that identify transactions and activities that the Company reasonably determines to be suspicious, or is otherwise required by law. The Purchaser acknowledges that the Company is prohibited by law from disclosing to third parties, including the Purchaser, any SAR filing itself or the fact that a SAR has been filed.

5.15. **Voluntary Compliance**. The Purchaser understands and agrees that, even if the Company is not obligated to comply with any U.S. anti-money laundering requirements, the Company may nevertheless choose to voluntarily comply with such requirements as the Company deems appropriate in its sole discretion. The Purchaser agrees to cooperate with the Company as may be required in the reasonable opinion of the Company in connection with such compliance.

5.16. **Taxes**. PURCHASER ACKNOWLEDGES AND AGREES THAT IT MAY SUFFER ADVERSE TAX CONSEQUENCES AS A RESULT OF PURCHASING, HOLDING, EXCHANGING, SELLING, STAKING, TRANSFERRING OR OTHERWISE USING THE TOKENS IN ANY WAY. PURCHASER HEREBY REPRESENTS THAT (A) IT HAS CONSULTED WITH A TAX ADVISER THAT IT DEEMS ADVISABLE IN CONNECTION WITH ANY USE OF THE TOKENS, OR THAT IT HAS HAD THE OPPORTUNITY TO OBTAIN TAX ADVICE BUT HAVE CHOSEN NOT TO DO SO, (B) THE COMPANY HAS

NOT PROVIDED PURCHASER WITH ANY TAX ADVICE, AND (C) PURCHASER AGREES TO BE FULLY RESPONSIBLE FOR ANY TAXES RESULTING FROM ANY PURCHASE, HOLDING, EXCHANGE, SALE, STAKING, TRANSFER OR OTHER USE OF THE TOKENS.

5.17. **Additional Warranties**.

(i) The acceptance of these Terms and the entry into a binding agreement with the Company will not result in any breach of, be in conflict with, or constitute a material default under: (i) any provision of the Purchaser's constitutional or organizational documents (in the case of a corporate entity including, without limitation, any company or partnership); (ii) any provision of any judgement, decree or order imposed on the Purchaser by any court or governmental or regulatory authority; and/or (iii) any material agreement, obligation, duty or commitment to which the Purchaser is a party or by which the Purchaser is bound;

(ii) Purchaser warrants it is not a statutory corporation, governmental or semi-governmental authority;

(iii) Purchaser has sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic tokens (like USDC and USDT), token storage facilities (including digital token wallets), blockchain technology, and blockchain-based software systems;

(iv) Purchaser has obtained sufficient information about the potential future utility of TRZX Tokens to make an informed decision to participate in the Token Sale pursuant to these Terms;

(v) Purchaser understands that TRZX Tokens confers only a limited potential future right or expectation to use and interact with the Company's Platform as more particularly described on the Company's Platform, and that TRZX Tokens confer no other rights of any kind with respect to the Company and/or the Company Platform, including, but not limited to, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property rights), or other financial or legal rights;

(vi) If you are an individual, you are at least 18 years of age, you have sufficient legal capacity to accept these Terms and to enter into a binding agreement with the Company on the terms set out herein;

(vii) if you are making a contribution for the acquisition of TRZX Tokens as a corporate entity, such entity is duly incorporated, registered and validly existing under the applicable laws of the jurisdiction in which the entity is established;

(viii) if you are making a contribution for the purchase of TRZX Tokens for or on behalf of an entity or person, you are authorized to accept these Terms and enter into a binding agreement with the Company on such entity's or person's behalf (and in such circumstances, references in these Terms to "Purchaser", "your" or "you" is a reference to the entity or person on whose behalf you are authorized to make a contribution);

(ix) You are making a contribution for the purchase of TRZX Tokens to potentially use and interact with the Company Platform at a future point in time. You are not making a contribution under these Terms for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes.

6. DISCLAIMERS.

6.1. **Wallet**. You assume full responsibility and liability for any losses resulting from any intentional or unintentional misuse of your Wallet including, without limitation, any loss resulting from errors, typos, and inaccuracies in your wallet address, designating a TRZX compatible wallet for the receipt of the Tokens, or depositing one type of digital asset to a wallet intended for another type of digital asset. The Company assumes no responsibility or liability in connection with any such misuse.

6.2. **Smart Contract**. The Company will exercise reasonable endeavors to have its smart contract technology audited and approved by technical experts with regard to both accuracy and security of the underlying code. However, smart contract technology is still in an early stage of development and its application is currently of an experimental nature, which carries significant operational, technological, financial, regulatory, and reputational risks. Accordingly, while any audit conducted may raise the level of security and accuracy of the smart contract technology, you acknowledge, understand and accept that the audit does not amount to any form of warranty, representation or assurance (in each case whether express or implied) that the smart contract technology and/or TRZX Tokens are fit for a particular purpose or that they are free from any defects, weaknesses, vulnerabilities, viruses or bugs which could cause, inter alia, the complete loss of USDC and USDT contributions and/or TRZX Tokens.

6.3. **Indemnity**. THE COMPANY SHALL NOT BE LIABLE TO THE PURCHASER, AND THE PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY AND ITS AGENTS AND ADVISORS, AND THE SUCCESSORS AND ASSIGNS OF THE FOREGOING, FROM AND AGAINST, ALL OR ANY PART OF ANY THIRD PARTY CAUSES OF ACTION, CLAIMS, LIABILITIES, LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES AND EXPENSES) (COLLECTIVELY "***CLAIMS***") FOR DAMAGES TO OR LOSS OF PROPERTY ARISING OUT OF OR RESULTING FROM THE TRANSACTIONS CONTEMPLATED HEREIN, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE FROM THE BAD FAITH OR INTENTIONAL MISCONDUCT OF THE COMPANY.

6.4. **Limitation of Liability**. NEITHER THE COMPANY NOR ANY OTHER PARTY INVOLVED IN THE OFFERING WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE ACTIVITIES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS TPA OR THE PURCHASER'S PARTICIPATION IN, OR INABILITY TO PARTICIPATE IN, THE OFFERING, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY. IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY TO THE PURCHASER ARISING OUT OF OR IN CONNECTION WITH THIS TPA OR FROM THE PURCHASER'S PARTICIPATION IN, OR INABILITY TO PARTICIPATE IN, THE OFFERING EXCEED THE TOTAL PURCHASE PRICE (AS DENOMINATED IN USD). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND THE PURCHASER.

6.5. **Class Action Waiver**. Any claim or dispute arising under this TPA will take place on an individual basis without resort to any form of class or representative action (the "***Class Action Waiver***"). THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM. Regardless of anything else in this TPA to the contrary, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator, and Purchaser acknowledges that this Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from this TPA.

7. MISCELLANEOUS.

7.1. **Entire Agreement**. This TPA sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous disclosures, discussions, understandings, and agreements, whether oral or written, between them. This TPA is one of a series of similar agreements entered into by the Company from time to time. Any provision of this TPA may be amended, waived, or modified only upon the written consent of the Company and (a) the Purchaser, or (b) the holders of a majority, in the aggregate, of the Total Purchase Price paid to the Company with respect to all TPAs outstanding at the time of such amendment, waiver or modification; and any amendment, waiver or modification made in accordance with clause (b) shall be binding upon all Purchasers.

7.2. **Notices**. Any notice required or permitted by this TPA will be deemed sufficient when sent by email to the relevant address listed on the signature page hereto, as subsequently modified by written notice received by the appropriate party.

7.3. **No Rights as Stockholder**. The Purchaser is not entitled, as a holder of this TPA, or the Tokens, to vote or receive dividends or be deemed an equity holder of the Company for any purpose, nor will anything contained herein be construed to confer on the Purchaser, as such, any of the rights of an equity holder or any right to vote for the election of directors or upon any matter submitted to the board of directors at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise.

7.4. **Transfers and Assigns**. Neither this TPA nor the rights contained herein may be Transferred, by operation of law or otherwise, by the Purchaser without the prior written consent of the Company. The Company may assign this TPA without the consent of the Purchaser.

7.5. **Severability**. In the event any one or more of the provisions of this TPA is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this TPA operate or would prospectively operate to invalidate this TPA, then and in any such event, such provision(s) only will be deemed null and void and will not affect any other provision of this TPA and the remaining provisions of this TPA will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

7.6. **Governing Law**. This TPA and any action related thereto will be governed by the laws of the Florida.

7.7. **Binding arbitration (if you are not a Consumer)**. Except if you are Consumer; Applicable Law; Dispute Resolution. This Agreement, and all rights and obligations hereunder, shall be governed in all respects, including its formation, applicability, breach, termination, validity or enforceability in accordance with the laws of the state of Florida. of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement, shall be settled exclusively by arbitration to be held in the State of Florida which shall be administered in accordance with the Arbitration Law (as revised) of the State of Florida and the Arbitration Rules in the State of Florida in force at the time of the commencement of the arbitration (the "Arbitration Rules"), (ii) waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such arbitration, and (iii) submits to the exclusive jurisdiction of the State of Florida in any such arbitration. There shall be three (3) arbitrators, one of whom shall be selected by each party. The third arbitrator shall be determined by mutual consent by the parties who shall be qualified to practice law in the State of Florida. The arbitration shall be conducted in English. The decision of the arbitration tribunal shall be final, conclusive and binding on the Parties. Judgment may be Each of the Parties hereto irrevocably (i) agrees that any dispute or controversy arising out entered on the arbitration tribunal's decision in any court having jurisdiction. The Parties shall each pay an equal share of the costs and expenses of such arbitration, and each Party shall separately pay for its respective counsel fees and expenses; provided, however, that the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable costs and attorney fees. The Parties acknowledge and agree that, in addition to contract damages, the arbitrator may award provisional and final equitable relief, including injunctions, specific performance, and lost profits.

7.8. **Dispute Process for Consumers**. If you are a Consumer, you and the Company each irrevocably submit with respect to any Dispute arising out of or related to these Terms to the nonexclusive jurisdiction of the Swiss courts.

7.9. **Additional Assurances**. The Purchaser shall, and shall cause its affiliates to, from time to time, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably requested by the Company or are necessary for the Company, upon the advice of counsel, to carry out the provisions of this TPA and give effect to the transactions contemplated hereby, including, without limitation, to enable the Company to register the Tokens, to enable the Tokens to qualify for or maintain an exemption from registration (to the extent any such exemptions are available), to comply with Anti-Money Laundering Laws, or to otherwise complete the transactions contemplated hereby and to comply with applicable laws as then in effect.

7.10. **Right of Withdrawal**. The Purchaser acknowledges that no general right of withdrawal exists under this TPA, nor is one intended to be created, or created, by these Terms.

7.11. **Confidentiality**

7.11.1. For purposes of this Agreement, "Confidential Information" means all information disclosed, distributed or disseminated (whether in writing, orally, electronically or by other means) to it or its representatives, agents or advisors, by the Company, or otherwise as a result of such Subscriber's purchase of Tokens (including, without limitation, any information about the Company, its assets and affairs, this Agreement and any related agreement or documents referred to herein, and information related to the development of the xx network and its existing users and projects).

7.11.2. The Subscriber acknowledges and agrees that the Company has advised the Subscriber that (i) the Company derives independent economic value from the Confidential Information not being generally known, (ii) the Confidential Information is the subject of reasonable efforts to maintain its secrecy, and (iii) consequently, the Company considers such Confidential Information to be a trade secret. In the event that the Company does give its written consent to a disclosure of any Confidential Information, the form and content of such disclosure shall be subject to the prior written approval of the Company. The

Subscriber acknowledges the Company's belief that the Confidential Information includes trade secrets of the Company and that the release of any such Confidential Information would cause competitive harm to the Company and its business. The Subscriber agrees to hold in confidence, and not to disclose, distribute or disseminate (whether in writing, orally, electronically or by other means) to any third party without the consent of the Company, all Confidential Information.

7.11.3. With respect to the Subscriber, the obligation to maintain the Confidential Information in confidence shall not apply to any Confidential Information (i) that becomes publicly available (other than by reason of a disclosure by the Subscriber), (ii) the disclosure of which by the Subscriber has been consented to by the Company in writing, or (iii) the disclosure of which by the Subscriber is required by a court of competent jurisdiction or other governmental authority or otherwise as required by law. Before the Subscriber discloses Confidential Information pursuant to sub-clause (iii), the Subscriber shall promptly, and in any event prior to making any such disclosure, notify the Company of the court order, subpoena, interrogatories, government order or other reason that requires disclosure of the Confidential Information so that the Company may seek a protective order or other remedy to protect the confidentiality of the Confidential Information and shall otherwise cooperate with the efforts of the Company to obtain a protective order or other remedy to protect the Confidential Information. If a protective order or other remedy cannot be obtained, the Subscriber shall disclose only that Confidential Information that its counsel advises in writing (which writing shall also be addressed and delivered to the (Company) that it is legally required to disclose.

7.11.4. The Subscriber shall promptly inform the Company if it becomes aware of any reason, whether under law, regulation, policy or otherwise, that it (or any of its equity holders) will, or might become compelled to, use the Confidential Information other than as contemplated above or disclose Confidential Information in violation of the confidentiality restrictions. In addition to any other remedies available at law, the Subscriber agrees that the Company shall be entitled to equitable relief, including, without limitation, the right to an injunction or restraining order (without the necessity of proving damages or posting a bond or other security), as a remedy for any failure by the Subscriber to comply with its obligations with respect to the use and disclosure of Confidential Information, as set forth herein. The Subscriber agrees to cooperate with such procedures and restrictions as may be developed by the Company from time-to-time in connection with the disclosure of nonpublic information concerning the Company and its affairs, as determined by the Company to be reasonably necessary and advisable to maintain and promote compliance with legal and other regulatory matters applicable to the Company, including securities laws and regulations. The provisions of this clause shall survive the Transfer (as defined below) of any Token by the Subscriber and shall be enforceable against the Subscriber after such Transfer.

7.12. **Personal Data**. Pursuant to compliance with applicable laws, the Company may request such information from time to time such as a) your identity; b) your address; c) the source of your wealth; d) the source of funds used for the purposes of purchasing TRZX Tokens; and/or e) any other documents or data from which you can be identified (together, your "***Personal Data***"). By accepting these Terms, you understand that your Personal Data can be disclosed to third parties to any extent required for the purposes of compliance with applicable law Swiss Federal Act on Data Protection and General Data Protection Regulation (GDPR) (together, "***Data Protection Regulations***"), which entered into force on September 1, 2023 and May 25, 2018 respectively. You agree that we, as the data controller, may directly or through our service providers or agents process your Personal Data for any one or more of the following purposes:

7.12.1. the purchase of TRZX Tokens and the processing of transactions related to the Token Sale pursuant to these Terms;

7.12.2. providing you with information about us and our range of services;

7.12.3. compliance with any requirement imposed by applicable law or by an order of a court or competent governmental or regulatory authority;

7.12.4. management of enquiries and complaints;

7.12.5. opening, maintaining or operating a bank account in the Company's name;

7.12.6. resolving any Disputes with you;

7.12.7. producing summary information for statistical, regulatory and audit purposes; and/or

7.12.8. any other reasonable purposes in accordance with applicable law.

Under the Data Protection Regulations, you have a right to access your Personal Data held by us, and it is your responsibility to inform us of any changes to your Personal Data to ensure such data remains accurate. You also have a right to object to your Personal Data being processed for the purposes of direct marketing. You agree to provide a written request to us should you wish to enforce these rights.

You agree that we may, for the purposes set out in this clause, permit the transfer of your Personal Data to any jurisdiction with an adequate level of data protection, and that by accepting these Terms you authorize and expressly consent to the processing of your Personal Data by us, our agents and/or our service providers, provided that where your Personal Data is processed by entities other than us, our agents or our service providers, we shall seek your prior written consent in respect of such processing.

7.13 **Force Majeure**. Without limitation of anything else in this TPA, the Company shall not be liable or responsible to the Purchaser, nor be deemed to have defaulted under or breached this TPA, for any failure or delay in fulfilling or performing any term of this instrument, including without limitation, developing and launching the Company's technology, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or other civil unrest or instability; (d) changes to applicable law; or (e) action by any Governmental Authority.

Under Florida State Law:

Either party to a contract may cancel the contract by the exercise of the right to rescind until midnight of the third business day following the execution of the contract by giving notice to the other party by either certified mail or registered mail. The party invoking this section is not liable to the other for any damages incurred by cancellation under this section.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

Treasure Experience LLC

By: ______________________________

Name: Krist Geriene

Title: COO

Email: krist@treasureexperience2.com

PURCHASER:

By: ______________________________

Name: ___________________________

Title: ____________________________

Email: ___________________________

Date: ____________________________

Wallet Receipt Address: _____________

EXHIBIT D

JURISDICTIONAL RESTRICTIONS

The following list of jurisdictions are "Disqualified Jurisdictions":

- Afghanistan
- Belarus
- Canada (Ontario and British Columbia)
- Congo
- Cuba
- Democratic Republic of Congo (D.R.C.)
- Democratic People's Republic of North Korea
- Donetsk People's Republic (DNR) region of Ukraine
- Dubai
- Islamic Republic of Iran
- Libya
- Luhansk People's Republic (LNR) region of Ukraine
- Myanmar
- People's Republic of China
- Russian Federation
- South Sudan
- Sudan (North)
- Syria
- The Crimea
- Ukraine
- Any jurisdiction in which the entry into this Agreement or the ownership of the TRZX Tokens is prohibited by applicable Law
- Any jurisdiction which is subject to United States, United Nations, or other applicable sanctions or embargoes

The Company reserves the right to add any additional jurisdictions at any time and without prior notice.

[1] NTD: TRZX – subject to confirmation by Republic.

EXHIBIT E
PURCHASE PROCEDURES

Can I complete my identity verification and KYC-AML prior to participating?
Yes, we encourage you to complete your identity verification in advance! To do so, sign in to your Republic account and head to https://republic.com/settings/personal-details to complete your identity verification before an offering goes live.

Will I need to create an account with Republic in order to participate in the digital asset sale?
Yes, you will need to create a free Republic account and pass the Know-your-customer (KYC) and Anti-money laundering (AML) requirements before participating in the offering. If the offering is being conducted under the Reg D exemption, and you are a US-based investor you will also need to verify your accredited investor status. If you are purchasing as an entity, you will need to register your entity within Republic. As these processes can sometimes take up to a few days to complete, we strongly encourage those interested in participating in completing the verification process in advance in the settings section of your account.

In connection with a Reg D offering, is there any more information I need to provide as an accredited investor?
To complete your purchase, we will need to verify your identity and accreditation information. If we need any further information, we will notify you via email and through your purchase page.

Why do I need to complete my account verification?
We are required to verify the identity of every Purchaser who uses our portal as part of our Anti-Money Laundering program, laid out by the Bank Secrecy Act of 1970. Per our terms of service, a third-party accreditor verifies the information provided and ensures the individual isn't on an OFAC list (Office of Foreign Assets Control). We cannot accept this information over the phone, only through the website.

We take the security of your information very seriously. The information you provide is sent via secure API to Cognito (formerly BlockScore) and NetVerify, which are two trusted and widely used service providers in the space. We do not retain any of the information on our servers, and access is restricted.

You can read about Republic's privacy policy here, and each of the privacy policies for Cognito and NetVerify by Jumio. Failure to complete your identity verification may result in a cancellation of your purchase commitment.

What do I have to do to verify my identity and complete my KYC-AML process?
Identity verification for the issuer token offering is built into the purchase process. If you're purchasing as an individual, you'll enter some personal information and be prompted to upload an ID when necessary for verification. If you've already invested on Republic, you've likely already completed this process.
If you are purchasing as an entity, we may request additional documentation or information to verify your entity and other controlling owners of that entity.

If my entity is not wholly-owned by me, will you need to verify the identity of the other owners?
Yes, and if any of those owners are entities, we'll need to verify their owners as well. We will also verify the identity of any and all officers, directors, managers, partners, or equivalencies.

Can I change my payment method for a digital asset offering?
If the payment for the purchase hasn't been received yet, then it is possible to switch the payment method so long as the campaign is still active. Once a purchase is finalized, you will no longer be able to switch your payment method.
Acceptable payment methods will vary by offering. Please refer to our communications and the offering page for more information.

If you do decide to change your payment method, there may be delays in processing the new payment method.

Can I increase or decrease my purchase of a digital asset offering?
For Reg D, and Reg S offerings, you will not be able to cancel or decrease your purchase amount once the purchase is committed.

Note: Changing your purchase amount during a sold-out campaign may place your additional purchase amount on the waitlist and may not be fulfilled.

How do I purchase with Automated Clearing House (ACH) as a payment method?
Some digital asset offerings will not accept Automated Clearing House (ACH) payments. Please refer to the offering

page and our communications for more information.

Only US-based Purchasers will be able to pay using ACH as a payment method when accepted for an offering. In order to use ACH as a payment method, select "U.S. Bank" under payment information.

You can either add your bank details manually or select your bank account via Plaid.

If you add your details manually, you will be asked to select the account type (checking or savings) and to input the routing and account number.

If you choose the "select bank account" method, you will be redirected to Plaid, the application Republic uses to link with your bank. All this requires is your online banking login information. On Plaid, you can select the bank that is associated with the account you'd like to fund your purchase with. You will log in using your bank's online login information, verify yourself via a form of two-factor authentication sent by your bank, and then your bank account will be linked to Republic.

You'll be redirected back to Republic where you'll be able to select that bank account as your payment method.
After inputting your purchase amount, selecting your bank account as the payment method, and read and accept the terms of the purchase, you can confirm your purchase.

Funds will automatically pull from your account. If there are any issues with completing your payment, please reach out to us at crypto@republic.com.