

EXECUTIVE SUMMARY

This Agreement sets out the terms under which individual investors may participate in the Gateway Property OU fractional real estate investment model in Lithuania. Through this model:

- A dedicated Lithuanian Property Company (UAB) will be established by Gateway once four qualified Investors have signed on.
- The Property Company will be jointly owned by five shareholders: four Investors (20% each) and Gateway (20%), with Gateway's stake serving as part of its compensation for driving over-market income to each property via Baltic Capital Partners. Gateway's stake also allows for governance and will be used as a deciding vote in the event of shareholder deadlock.
- Each Investor will contribute €25,000, in return for a 20% ownership stake in the Property Company and the associated rights to receive proportional profits.
- Gateway will manage the property, facilitate acquisition, manage governance and compliance with GDPR and KYC, leasing, handle residency registrations, and assist with renovating and selling the property. A 8% management fee will apply.

The opportunity offers:

- Rental yield from market-rate leasing;
- Residency payment contributions from residents registered via UAB "Baltic Capital Partners";
- Potential capital appreciation, driven by trends in Lithuanian residential property markets, currently forecast to continue at around 10% per annum for the next three years

Expected net investor returns range from 18.50% to 26.50% annually (excluding expected capital appreciation of around 10% per annum), based on modelled scenarios of rental and residency income.

CO-INVEST IN LITHUANIAN RESIDENTIAL REAL ESTATE INVESTMENT SUMMARY

<p>CONTRIBUTION</p> <p>€25,000 per investor for fractionalised ownership</p>	<p>STRUCTURE</p> <p>Form a Lithuanian property company, each 4 investors having 20% share holding per property pod</p>
<p>INCOME STREAMS</p> <ul style="list-style-type: none"> • Standard market rental • Residency contributions from Baltic Partners clients 	
<p>PROJECTED RETURNS INCLUDING CAPITAL UPSIDE</p>	<p>28-36% Total expected annual return</p>

RENTAL SUMMARY

€80,000	€2100-3000	18.5-26.5%
PURCHASE PRICE	ESTIMATED MONTHLY GROSS INCOME	ESTIMATED ANNUAL NET RENTAL RETURN

Market Comparison:

The Lithuanian Real Estate market represents great value for an investor, with a low entry point and consistent growth over recent years. Apartment sales in Vilnius alone surged by 37 percent in 2024, and analysts forecast 20–25 percent growth in apartment transactions in 2025—underscoring a dynamic momentum in housing activity.

Sustainability is fuelled by an upwardly mobile, dynamic young population, who are very European focused, highly literate and well educated. Lithuania ranks among the top five OECD countries for tertiary education attainment, its tech startup ecosystem has swelled in value to €16 billion, and the ICT sector now contributes 5 percent of GDP, employing over 60,000 specialists.

This in turn fuels the local tech and startup industry, building, construction, and many other feeder industries such as hospitality, events and business services.

 National Residential Property Price Changes (2022–2024)

(Calendar Year, % Change)

Country	Year	Nominal Change
Australia	2022	-5.3%
	2023	+8.1%
	2024	+4.9%
New Zealand	2022	-5.0%
	2023	-3.3%
	2024	-3.9%
France	2022	+4.7%
	2023	-1.9%
	2024	-1.9%
Italy	2022	+2.9%
	2023	+3.8%
	2024	+4.5%
Lithuania	2022	+16.0%
	2023	+8.3%
	2024	+9.8%

This Agreement below governs:

- Investment structure and payment terms
- Management services by Gateway
- Financial return distribution
- Risk disclosures and representations
- Termination provisions, liability limits, and confidentiality obligations

The Agreement remains in force alongside the completion of the formal Shareholders' Agreement upon company formation. All parties acknowledge the inherent risks and responsibilities associated with real estate investment and commit to full compliance with legal, financial, and due diligence requirements.

MASTER PROPERTY MANAGEMENT & PARTICIPATION AGREEMENT

Vilnius

Master property management & participation agreement ("Agreement") is entered into by and between:

"Gateway Property OU", registration code: 16242478, address: Harju maakond, Tallinn, Nõmme linnaosa, Rännaku pst 12, 10917 (hereinafter referred to as "the Company"),

And

NAME ON PASSPORT _____,

Passport Number: _____

Home Address: _____

Date of Birth _____

Phone number: _____,

(hereinafter referred to as "the Client").

1. BACKGROUND AND SUBJECT MATTER OF THE AGREEMENT

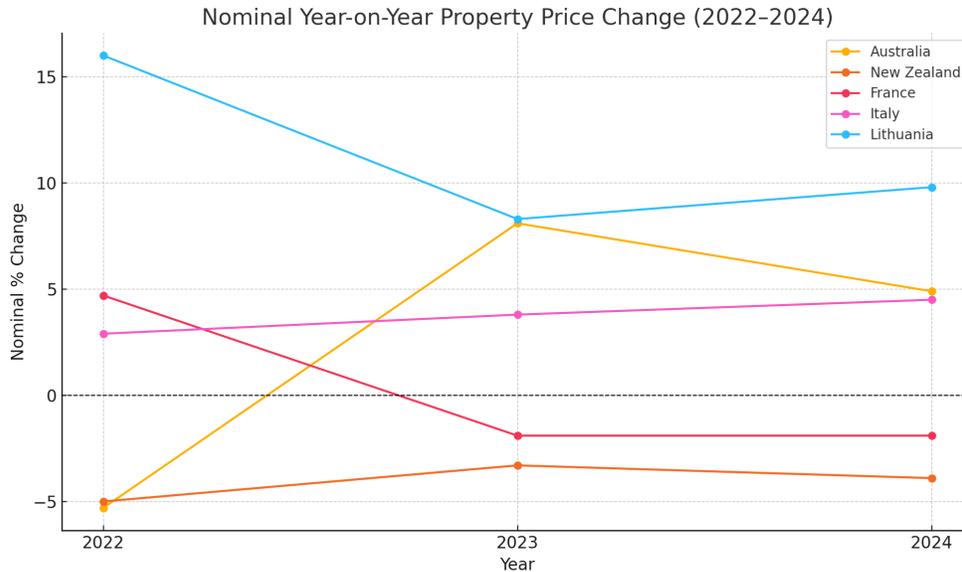
- 1.1. Gateway Property OÜ offers fractional co-ownership in Lithuanian residential real estate via a dedicated property company (UAB) structure.
- 1.2. Each property is purchased and held by a Lithuanian UAB ("Property Company"), jointly owned by four (4) investor participants (20% each) and Gateway (20%).
- 1.3. Properties are selected in the €60,000–€80,000 range. Any surplus capital is used for light renovations, legal and administrative costs, and to create a reserve fund for extraordinary expenses.
- 1.4. The property is rented to tenants and, crucially, used for residential registration by Baltic Capital Partners' clients, generating regular income from two sources:
 - 1.4.1. Monthly rental income from standard tenancy agreements;
 - 1.4.2. €200/month residency contributions from each registered individual (7–10 residents anticipated per property). These registered individuals will not reside at, or have access to, the property. The registration is for the sole purpose of fulfilling government regulations around their residency permits
- 1.5. Based on recent market trends, residential property in Vilnius has appreciated by an average of 10% per annum over the last three years.

2. STRUCTURE OF THE INVESTMENT

- 2.1. Each Investor shall contribute €25,000. Four Investors form one Property Pod and together hold 80% of the Property Company.
- 2.2. Gateway retains a 20% equity stake in each Property Company as part of its structuring and management compensation.
- 2.3. Upon reaching the required number of participants, Gateway will:
 - 2.3.1. Establish the Property Company in Lithuania;
 - 2.3.2. Identify and acquire suitable residential property;
 - 2.3.3. Coordinate legal, notarial, and banking requirements.
- 2.4. A separate Shareholders' Agreement governs the Lithuanian Property Company's internal governance and rights of each shareholder.

3. ANTICIPATED FINANCIAL RETURNS AND MODEL

- 3.1. Property Value Target: €60,000–€80,000.
- 3.2. **Expected Income Sources:**
 - 3.2.1. Market rental: €700–€1,000/month.
 - 3.2.2. Residency registration (7–10 clients at €200): €1,400–€2,000/month.Total anticipated monthly gross income per property: €2,100–€3,000.
- 3.3. **Annual Gross Income per property:** €25,200–€36,000
- 3.4. **Management Fee:**
 - 3.4.1. Gateway shall receive 8% of gross income, paid monthly from the Property Company.
- 3.5. **Net Income After Fees:**
 - 3.5.1. Low-end: €23,184/year
 - 3.5.2. High-end: €33,120/year
- 3.6. **Net ROI on Property Capital** (€80,000 investment basis):
 - 3.6.1. Low-end ROI: 28.9% p.a.
 - 3.6.2. High-end ROI: 41.4% p.a.
- 3.7. **Net Annual Yield Per Investor** (€25,000 contribution, 20% stake):
 - 3.7.1. Low-end: €4,637/year → 18.5% p.a.
 - 3.7.2. High-end: €6,624/year → 26.5% p.a.
- 3.8. **Capital Appreciation:** Based on 10% annual average growth in Vilnius over past 3 years (*as shown below in comparison with other tracked markets*), a property purchased at €75,000 may be valued at approx. €99,000 after 3 years, offering significant additional upside upon exit.



4. PAYMENT AND PARTICIPATION

- 4.1. Investors shall contribute €25,000 to the designated escrow account upon signing.
- 4.2. If the required group of four investors is not reached within 120 days, funds may be refunded upon request or held until a new pod is formed.

5. MANAGEMENT SERVICES

- 5.1. Gateway shall provide:
 - 5.1.1. Property sourcing and acquisition;
 - 5.1.2. Setup and governance of the Property Company;
 - 5.1.3. Rental management and tenancy oversight;
 - 5.1.4. Residency coordination with Baltic Capital Partners;
 - 5.1.5. Quarterly financial and performance reports.
- 5.2. Gateway shall receive an 8% management fee, on gross income, plus disbursements, as described above.

6. DISTRIBUTIONS

- 6.1. Subject to solvency requirements and shareholders approval, the Property Company shall distribute surplus cash to shareholders quarterly, after:
 - 6.1.1. payment of all fees and expenses,
 - 6.1.2. retention of prudent reserves,
 - 6.1.3. compliance with Lithuanian corporate-law capital maintenance rules,
 - 6.1.4. approval of financial statements.
- 6.2. Distributions shall be pro-rata to shareholdings (20% to each shareholder).

7. REPRESENTATIONS & WARRANTIES

- 7.1. Each Investor represents, warrants and undertakes to Gateway and to the other Investors that, on the date of this Agreement and on each drawdown date:
 - 7.1.1. it has full power and authority to enter into and perform this Agreement.
 - 7.1.2. the Investment Amount is not derived from illegal activity and does not violate applicable AML, CTF or sanctions regulations.
 - 7.1.3. it has sufficient knowledge and experience to evaluate the merits and risks of this investment and has relied on its own advisers.
- 7.2. Gateway represents and warrants that it is duly incorporated, in good standing, and authorised to perform its obligations hereunder.

8. RISK DISCLOSURE

- 8.1. The Investor acknowledges that real-estate investments are speculative and involve risks including, without limitation, vacancy, market fluctuations, regulatory changes, interest-rate movements and foreign-exchange variance.
- 8.2. Past performance is not a guarantee of future results, and returns are not guaranteed. The Investor may lose part or all of its investment.

9. TERM & TERMINATION

- 9.1. This Agreement shall enter into force on the date of its signing by both Parties and shall remain in effect until the earlier of the following events:
 - 9.1.1. The Parties mutually agree in writing to terminate this Agreement; or
 - 9.1.2. The Agreement is terminated in accordance with the provisions below.
- 9.2. The Investor may terminate this Agreement by written notice to Gateway if:
 - 9.2.1. The Participation Threshold (minimum of four investors) is not reached within 120 days from the date of signing this Agreement and no real estate purchase processes have been initiated;
 - 9.2.2. Gateway fails to fulfil its obligations under this Agreement within a reasonable period after receiving written notice and an opportunity to remedy the breach.
- 9.3. Gateway may terminate this Agreement if:
 - 9.3.1. The Investor fails to complete KYC/AML procedures or is found to be non-compliant with regulatory requirements;
 - 9.3.2. The Investor fails to transfer the Investment Amount within the required timeframe;
 - 9.3.3. The Investor provides false or misleading information during onboarding.
 - 9.3.4. The Investor delays for more than 14 calendar days to sign the Property Company's purchase-sale agreement and/or the shareholders' agreement.
- 9.4. Upon termination:
 - 9.4.1. Any unused Investment Amount held in escrow shall be returned to the Investor within 10 business days, unless otherwise agreed or legally restricted;
 - 9.4.2. Neither party shall have further obligations, except for those arising from breach of contract or provisions expressly stated to survive termination.

10. LIMITATION OF LIABILITY & INDEMNITY

- 10.1. To the fullest extent permitted by applicable law, Gateway shall not be liable to the Investor or any third party for any indirect, incidental, consequential, special, exemplary, or punitive damages (including but not limited to loss of profits, loss of opportunity, or loss of data), whether arising in contract, tort (including negligence), or otherwise, arising out of or in connection with this Agreement or the performance of its obligations hereunder.
- 10.2. Gateway's total cumulative liability for any claims arising out of or in connection with this Agreement, whether in contract, tort, or otherwise, shall in no event exceed the amount of management fees actually received by Gateway from the relevant Property Company during the twelve (12) months preceding the event giving rise to such liability.
- 10.3. The limitations in this clause shall not apply to liability arising from Gateway's fraud, willful misconduct, or gross negligence.

11. CONFIDENTIALITY & DATA PROTECTION

- 11.1. The Parties shall keep all non-public information relating to the Property Company, other investors, this Agreement or any other information obtained from the other party confidential and save as required by law or for professional advice.
- 11.2. The Parties undertake to protect each other's personal data as provided for in the General Data Protection Regulation No. 2016/679 (GDPR).

12. TAX

- 12.1. Each Investor is solely responsible for its own tax affairs. Neither Gateway nor the Property Company provide tax advice. Distributions may be subject to taxes applicable in Lithuania or another country.; Investors should consult their advisers prior to entering into this Agreement.

13. FINAL PROVISIONS

- 13.1. All notices shall be in writing and deemed delivered:
 - 13.1.1. on delivery, if delivered by hand;
 - 13.1.2. on the third business day after mailing, if sent by registered post; or
 - 13.1.3. on the day of transmission, if sent by email with receipt confirmation,
- 13.2. All the amendments must be in writing and signed by all Parties.
- 13.3. No Party may assign its rights or obligations without prior written consent of the others.
- 13.4. If any provision is held invalid, the remainder shall remain in force and the invalid provision shall be replaced by a valid one closest in intent.
- 13.5. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions.
- 13.6. This Agreement may be executed in any number of counterparts, each of which is an original. Signatures delivered electronically (e.g., via DocuSign) shall be deemed originals.
- 13.7. This Agreement – and any non-contractual obligations arising out of or in connection with it – shall be governed by the laws of the Republic of Lithuania. The Parties irrevocably submit to the exclusive jurisdiction of the court operating in Vilnius, unless they agree in writing to arbitration or another forum.
- 13.8. This Agreement is made in both Lithuanian and English. In the event of any discrepancies or uncertainties, the English version shall prevail.

EXECUTION & SIGNATURES

Investor

Gateway Property OU

Name:

Representative: Aaron Marcus Banks

Signature:

Signature:

Date:

Date: