

## INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT (the "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_, 2023, by and between:

1. Brill-Logistic Inc, incorporated and registered in the State of Florida, with its registered office at 5373 NW 55<sup>TH</sup> Terrace, Coconut Creek, FL 33073 (the "Company"), and
2. [Investor's Name], an individual with an address at \_\_\_\_\_ (the "Investor").

### RECITALS

WHEREAS, the Company is in the business of vehicle fleet management and wishes to expand its fleet with additional car carriers;

WHEREAS, the Investor wishes to invest in the Company by providing funds for the purchase of such car carriers;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE 1 - DEFINITIONS

1.1 "Investment" means the amount of money invested by the Investor for the purchase of car carriers for the Company, as detailed in Article 2.

1.2 "Effective Date" means the date first above written.

1.3 "Term" means the period of time for which this Agreement is in effect, as described in Article 3.

### ARTICLE 2 - INVESTMENT AND TERMS OF PAYMENT

2.1 The Investor agrees to invest a sum between \$200,000 and \$5,000,000 for the purchase of car carriers. The specific investment amount will be agreed upon by both parties before the Effective Date.

2.2 The funds will be transferred to an account specified by the Company within 7 days of the Effective Date, or the Investor can purchase by sending funds to the dealer.

### ARTICLE 3 - TERM

3.1 This Agreement shall commence on the Effective Date and continue for a period of 3 years, unless otherwise terminated in accordance with the terms of this Agreement.

#### **ARTICLE 4 - COMPANY OBLIGATIONS**

4.1 The Company shall use the Investment solely to purchase car carriers and their subsequent operational management.

4.2 The Company shall manage the purchased vehicles professionally and efficiently, including but not limited to their maintenance, insurance, and usage.

4.3 The Company shall provide the Investor with regular reports detailing the purchased vehicles' operational status and financial performance.

4.4 The Company shall be responsible for the day-to-day operations of the trucks, including dispatching, scheduling, and overseeing the drivers.

#### **ARTICLE 5 - INVESTOR RIGHTS AND OBLIGATIONS**

5.1 The Investor shall have the right to inspect the vehicles purchased with the Investment at any reasonable time.

5.2 The Investor shall have the right to receive an annual profit, as described in Article 6.

5.3 The Investor shall have the obligation to provide the agreed-upon Investment sum for the purchase of the vehicles.

5.4 The Investor shall pay to the Company a management fee equal to 15% of the revenue.

#### **ARTICLE 6 - PROFIT SHARING**

6.1 The annual profit is 30% of the Investment, unaffected by amortization.

6.2 The total profit for the 3-year Term is \$180,000, assuming an initial investment of \$200,000. The Company is guaranteed to pay the difference to the Investor if the amount of all payments for three years is less than 30% per annum for the entire term of the contract.

#### **ARTICLE 7 - TERMINATION**

7.1 This Agreement may be terminated by either party by giving a 60-day written notice of termination.

7.2 This Agreement may be terminated prematurely, in which case the party wishing to terminate the agreement pays the other party a penalty of \$10,000.

**ARTICLE 8 - GOVERNING LAW**

8.1 This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.

**ARTICLE 9 - DISPUTE RESOLUTION**

9.1 Any disputes arising out of or in connection with this Agreement shall be settled by arbitration in accordance with the Arbitration Rules of the state of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
Bril-Logistic (Company)

\_\_\_\_\_  
[Investor's Name] (Investor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date