

Investment Partnership Agreement

This Investment Partnership Agreement ("Agreement") is entered into on January 20, 2025, between Mr. Mike Harris of Olarou Denis, C. A. & Co. Law Firm (ODCA Law Firm), hereinafter referred to as the "Investment Funder", and Mr. Michael Zimmerman, hereinafter referred to as the "Investment Manager", acting on behalf of ConstructPrism LLC.

Background:

WHEREAS, the Investment Funder desires to invest \$750 million USD in ConstructPrism LLC, a company specializing in Artificial Intelligence Technology for construction projects and the facilitation of projects, and the Investment Manager possesses the expertise and capability to manage the investment effectively through ConstructPrism LLC; WHEREAS, both parties wish to establish a partnership for the purpose of investing in the Artificial Intelligence Technology sector as described herein.

Terms and Conditions:

1. Purpose of Investment:

Objective: The objective of this partnership is to invest in Artificial Intelligence Technology for construction projects, utilizing the investment fund provided by the Investment Funder.

Investment Amount: The Investment Funder agrees to provide \$750 million USD to the Investment Manager, delivered in two installments:

First Installment: \$697.8 million USD to be provided upon the execution of this Agreement.

Second Installment: The remaining \$52.2 million USD to be provided by the end of the month following the initial investment.

Use of Funds: The Investment Manager shall utilize the funds for identifying, acquiring, managing, and developing Artificial Intelligence assets and projects related to construction technology under ConstructPrism LLC.

2. Equity Stake and Ownership Structure:

Equity Stake:

The Investment Funder shall receive a 60% stake in ConstructPrism LLC's Class B membership shares upfront, acknowledging the significant investment provided.

Investment Recoupment:

The Investment Funder will maintain the 60% stake in Class B Membership until the original invested amount of \$750 million USD, plus an additional 30% of that investment value (totaling \$975 million USD), is recouped through profit distributions.

Option to Repurchase Shares:

Upon recoupment of the original investment and the additional 30% return, the Investment Manager or other designated parties shall have the option to repurchase up to 30% of the Class B membership shares from the Investment Funder.

The repurchase price and terms shall be determined based on a fair market valuation at the time of repurchase or as mutually agreed upon by both parties.

Ongoing Participation:

After the repurchase, the Investment Funder will continue to hold a 30% stake in the Class B membership shares, ensuring ongoing participation in the success of ConstructPrism LLC.

3. Responsibilities of the Investment Funder:

Funding: Provide the agreed investment fund totaling \$750 million USD in the specified installments and timeframes.

Support: Support the Investment Manager in the successful execution of investment strategies.

Review: Review and consider investment reports and proposals presented by the Investment Manager.

4. Responsibilities of the Investment Manager:

Identification and Evaluation: Identify potential opportunities within the Artificial Intelligence sector for construction and conduct thorough due diligence to evaluate their viability.

Investment Strategy: Develop and implement investment strategies consistent with the objectives of the partnership.

Asset Management: Oversee the management of projects related to Artificial Intelligence Technology in construction under ConstructPrism LLC.

Reporting: Provide regular quarterly reports to the Investment Funder detailing the performance of the investments and any material developments.

Compliance: Ensure all business activities comply with applicable laws, regulations, and company policies.

5. Profit Distribution:

Distribution Ratio:

Profits generated from the investment shall be distributed 60% to the Investment Funder and 40% to the Investment Manager until the Investment Funder has recouped the original investment of \$750 million USD plus the additional 30% return (totaling \$975 million USD).

After recoupment, profit distribution shall adjust to reflect the updated ownership stakes, with distributions made according to the percentage of shares held by each party.

Distribution Schedule:

Profit distributions shall be made on a quarterly basis, within 15 working days following the end of each quarter.

Accounting and Transparency:

The Investment Manager shall maintain accurate financial records and provide the Investment Funder with audited annual financial statements.

6. Option to Repurchase Shares:

The Investment Manager shall have the option, but not the obligation, to repurchase up to 30% of the Class B membership shares held by the Investment Funder after the investment recoupment milestone is achieved.

Repurchase Terms:

The terms and conditions of the repurchase, including the price and payment schedule, shall be documented in a separate agreement at the time of the transaction.

7. Funding Schedule and Conditions:

First Installment:

The Investment Funder shall transfer \$697.8 million USD to ConstructPrism LLC's designated account upon execution of this Agreement.

Second Installment:

The Investment Funder shall provide the remaining \$52.2 million USD within 30 days of signing this contract.

Conditions Precedent:

The Investment Manager shall provide any required documentation and comply with any reasonable requests to facilitate the transfer of funds.

8. Term and Termination:

Term:

This Agreement shall commence on the date of signing and shall remain in effect until all obligations herein are fulfilled, unless terminated earlier by mutual written consent.

Termination:

Either party may terminate this Agreement upon 30 days' prior written notice to the other party, subject to the settlement of all outstanding obligations and liabilities.

9. Confidentiality:

Confidential Information:

Both parties shall maintain the confidentiality of any proprietary or sensitive information disclosed during the course of the partnership.

Non-Disclosure:

Confidential information shall not be disclosed to any third party without the prior written consent of the disclosing party, except as required by law.

Disclosure Obligations:

The Investment Manager acknowledges that under U.S. law, certain disclosures may be required in operating agreements and other official documents.

The Investment Manager agrees to comply with all legal disclosure requirements while making reasonable efforts to maintain the confidentiality of the Investment Funder's identity, to the extent permissible by law.

10. Governing Law and Dispute Resolution:

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the United States of America.

Dispute Resolution:

Any disputes arising out of or in connection with this Agreement shall be resolved through amicable negotiation.

If a resolution cannot be reached, the parties agree to submit to the exclusive jurisdiction of the courts located in the State of Idaho, USA.

11. Notices:

Method of Notice:

Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed received when delivered in person, sent by registered mail, or transmitted by email with confirmation of receipt.

Addresses:

Notices shall be sent to the addresses provided by each party as follows:

Investment Funder:

ODCA Law Firm

Attention: Mr. Mike Harris

Email: info@odcalawfirm.com or mikeharris@odcalawfirm.com

Address: 698 Bromford Ln, Washwood Heath, Birmingham B8 2DP, UK

Investment Manager:

ConstructPrism LLC

Attention: Mr. Michael Zimmerman

Email: mike@constructprism.com or mike@versoindustries.com

Address: 221 North Plymouth Ave, New Plymouth Idaho, 83655

12. Entire Agreement:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior agreements, arrangements, and understandings, whether written or oral.

No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties.

13. Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Signatures exchanged via electronic means (e.g., DocuSign) shall be considered binding and as effective as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Michael Zimmerman

Signature of Investment Manager

Mr. Michael Zimmerman
Chief Executive Officer
ConstructPrism LLC

Email: mike@constructprism.com or mike@versoindustries.com

Date: 01/20/2025

Mike Harris

Signature of Investment Funder

Mr. Mike Harris
Authorized Signatory
ODCA Law Firm

Email: info@odcalawfirm.com or mikeharris@odcalawfirm.com

Date: 01/21/2025

CONTINGENCY AGREEMENT

This Contingency Agreement ("Agreement") is made and entered into as of January 20, 2025, by and between:

ConstructPrism LLC, a limited liability company organized under the laws of the State of Idaho, United States of America, with its principal place of business located at 221 North Plymouth Avenue, New Plymouth, Idaho 83655, USA, duly represented by its Chief Executive Officer, Mr. Michael Zimmerman (hereinafter referred to as the "Company");

and

ODCA Law Firm, a legal practice organized under the laws of the United Kingdom, with its principal place of business located at 698 Bromford Lane, Washwood Heath, Birmingham B8 2DP, UK, duly represented by Mr. Mike Harris (hereinafter referred to as the "Investor").

WHEREAS:

The Investor and the Company have entered into an Investment Partnership Agreement dated January 20, 2025 (the "Investment Agreement"), pursuant to which the Investor has agreed to invest the aggregate sum of Seven Hundred Fifty Million United States Dollars (USD \$750,000,000) into the Company for the purpose of developing and implementing Artificial Intelligence technology within the construction sector;

The Parties desire to establish certain contingencies to safeguard the Investor's investment in the event of specific adverse circumstances as delineated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS

1.1. "Triggering Event" shall mean the occurrence of any of the events specified in Section 2 of this Agreement.

1.2. "Transferred Assets" shall refer to the assets specified in Section 3 of this Agreement that are to be transferred to the Investor upon a Triggering Event.

1.3. "Verso Industries" shall refer to Verso Industries, LLC, a limited liability company organized under the laws of the State of Idaho, United States of America, in which Mr. Michael Zimmerman holds a majority ownership interest.

2. TRIGGERING EVENTS

2.1. The contingency measures described in this Agreement shall be triggered upon the occurrence of any of the following events:

a. Insolvency: The Company becomes insolvent or is unable to pay its debts as they mature;

b. Bankruptcy Proceedings: The Company files a voluntary petition for bankruptcy, or an involuntary bankruptcy proceeding is instituted against the Company and such proceeding is not dismissed within sixty (60) days of initiation;

c. Material Breach: The Company materially breaches any term or provision of the Investment Agreement or this Agreement, and fails to cure such breach within thirty (30) days after receipt of written notice from the Investor specifying the nature of the breach;

d. Failure to Meet Milestones: The Company fails to achieve the agreed-upon milestones as set forth in Schedule A attached hereto, without reasonable justification acceptable to the Investor.

3. INVESTOR'S REMEDIES UPON TRIGGERING EVENT

3.1. Transfer of ConstructPrism Assets:

Upon the occurrence of a Triggering Event, the Company shall assign, convey, and transfer to the Investor all rights, title, and interest in and to the following assets (collectively, the "ConstructPrism Transferred Assets"):

a. All intellectual property rights, including but not limited to patents, trademarks, copyrights, trade secrets, and proprietary technology developed or acquired using the Investor's funds;

b. All tangible assets purchased or developed using the Investor's funds;

c. Any and all contracts, agreements, licenses, or permits related to the aforementioned assets.

3.2. Transfer of Holdings in Verso Industries:

In addition to the transfer of the ConstructPrism Transferred Assets, Mr. Michael Zimmerman hereby agrees to assign and transfer to the Investor thirty percent (30%) of his personal ownership interest in Verso Industries (the "Verso Class B Membership") upon the occurrence of a Triggering Event.

a. Representation of Ownership: Mr. Zimmerman represents and warrants that he is the legal and beneficial owner of the Verso Class B Membership, free and clear of any liens, claims, encumbrances, or restrictions of any kind;

b. Execution of Transfer Documents: Mr. Zimmerman shall execute all necessary instruments, documents, and agreements, and shall take all requisite actions to effectuate the transfer of the Verso Class B Membership to the Investor within fifteen (15) business days following the occurrence of the Triggering Event.

3.3. Utilization of Grants and Funds from Verso Industries:

a. Mr. Zimmerman agrees that any grants, funds, or financial benefits received by Verso Industries after the occurrence of a Triggering Event shall be utilized to repay the Investor, up to the total amount of the Investor's investment in ConstructPrism LLC;

b. The Parties agree to establish a repayment schedule and mechanism for the transfer of such funds, which shall be detailed in Schedule B attached hereto.

4. COMPANY'S AND MR. ZIMMERMAN'S OBLIGATIONS

4.1. Good Faith Cooperation:

The Company and Mr. Zimmerman covenant and agree to cooperate in good faith with the Investor to facilitate the orderly and efficient transfer of the ConstructPrism Transferred Assets and the Verso Class B Membership.

4.2. Maintenance of Assets and Membership Interests:

a. ConstructPrism Transferred Assets: Until such time as the transfer to the Investor is completed, the Company shall maintain and preserve the ConstructPrism Transferred Assets in good condition and shall not sell, transfer, assign, or encumber any interest therein;

b. Verso Class B Membership: Mr. Zimmerman shall not sell, transfer, assign, pledge, or otherwise encumber the Verso Class B Membership prior to its transfer to the Investor.

5. REPRESENTATIONS AND WARRANTIES

5.1. Company's Representations and Warranties:

The Company hereby represents and warrants to the Investor that:

- a. It has full power and authority to enter into this Agreement and to perform its obligations hereunder;
- b. The execution, delivery, and performance of this Agreement by the Company do not and will not violate any provision of its organizational documents, any contract to which it is a party, or any applicable law or regulation;
- c. The ConstructPrism Transferred Assets are owned by the Company free and clear of all liens, security interests, claims, encumbrances, and restrictions of any kind.

5.2. Mr. Zimmerman's Representations and Warranties:

Mr. Zimmerman hereby represents and warrants to the Investor that:

- a. He has full legal capacity and authority to execute this Agreement and to perform his obligations hereunder, including the transfer of the Verso Class B Membership;
- b. The execution, delivery, and performance of this Agreement by Mr. Zimmerman do not and will not violate any contract to which he is a party or any applicable law or regulation;
- c. The Verso Class B Membership is owned by Mr. Zimmerman free and clear of all liens, security interests, claims, encumbrances, and restrictions of any kind.

6. CONFIDENTIALITY

6.1. Confidential Information:

The Parties acknowledge and agree that all non-public, confidential, or proprietary information of the other Party, including but not limited to business plans, financial data, technology, and trade secrets (collectively, "Confidential Information"), disclosed in connection with this Agreement, shall be kept strictly confidential.

6.2. Non-Disclosure:

Neither Party shall, without the prior written consent of the other Party, disclose or use any Confidential Information for any purpose other than as necessary to perform its obligations under this Agreement, except as may be required by law, regulation, or court order, provided that the disclosing Party provides prompt written notice to the other Party to enable it to seek a protective order or other appropriate remedy.

7. GOVERNING LAW AND DISPUTE RESOLUTION

7.1. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, United States of America, without regard to its conflict of laws principles.

7.2. Dispute Resolution:

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be resolved in the following manner:

- a. Amicable Negotiation: The Parties shall first endeavor to resolve the dispute through good faith negotiations between senior executives of each Party;
- b. Mediation: If the dispute is not resolved within thirty (30) days of the commencement of negotiations, the Parties agree to submit the dispute to non-binding mediation in the State of Idaho, USA, before a mediator mutually agreed upon by the Parties;

c. Arbitration/Litigation: If mediation fails to resolve the dispute within sixty (60) days, either Party may commence legal proceedings in a court of competent jurisdiction located in the State of Idaho, USA.

8. NOTICES

8.1. Method of Notice:

All notices, demands, requests, consents, approvals, or other communications (collectively, "Notices") required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given:

- a. Upon delivery, if delivered personally or by courier service;
- b. On the third business day following mailing, if sent by registered or certified mail, postage prepaid, return receipt requested;
- c. Upon confirmation of transmission, if sent by electronic mail, provided that a confirmation copy is sent by another method permitted hereunder.

8.2. Addresses:

Notices shall be sent to the Parties at the following addresses or to such other address as either Party may designate by Notice in accordance with this Section:

To the Company:

ConstructPrism LLC

Attention: Mr. Michael Zimmerman

221 North Plymouth Avenue

New Plymouth, Idaho 83655, USA

Email: mike@constructprism.com; mike@versoindustries.com

To the Investor:

ODCA Law Firm

Attention: Mr. Mike Harris

698 Bromford Lane

Washwood Heath, Birmingham B8 2DP, UK

Email: info@odcalawfirm.com; Mikeharris@odcalawfirm.com

9. ENTIRE AGREEMENT

This Agreement, together with the Investment Agreement and any Schedules or Exhibits attached hereto, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings, whether oral or written.

10. AMENDMENTS

No amendment, modification, or waiver of any provision of this Agreement shall be valid unless in writing and duly executed by both Parties.

11. SEVERABILITY

In the event that any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall endeavor in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that reflects the original intent of the Parties.

12. COUNTERPARTS AND ELECTRONIC SIGNATURES

12.1. Counterparts:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.2. Electronic Signatures:

Signatures transmitted by electronic means (including DocuSign, PDF, or other electronic transmission) shall have the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

FOR CONSTRUCTPRISM LLC

By: Michael Zimmerman

Mr. Michael Zimmerman

Chief Executive Officer

Date: 01/20/2025

FOR ODCA LAW FIRM

By: Mike Harris

Mr. Mike Harris

Authorized Representative

Date: 01/21/2025

SCHEDULE A

AGREED-UPON MILESTONES

1. YEAR 1 MILESTONES (FIRST TWELVE MONTHS FROM THE DATE OF THIS AGREEMENT)

1.1. National Launch of RFQ Center:

a. Objective: To successfully launch the Request for Quotation (RFQ) Center nationwide within the United States.

b. Deadline: Within six (6) months from the date of this Agreement.

c. Criteria for Completion: The RFQ Center shall be fully operational and accessible to users in all targeted regions across the United States.

1.2. Technology Integration:

a. Objective: To complete the integration of Artificial Intelligence technology into the RFQ Center and other core Company platforms, and to develop core supporting software for resale.

b. Deadline: Within twelve (12) months from the date of this Agreement.

c. Criteria for Completion: AI functionalities shall be fully implemented, tested, and operational, enhancing user experience and efficiency, and core supporting software shall be developed and ready for resale.

1.3. Market Penetration Initiatives:

a. Objective: To initiate marketing and sales strategies aimed at capturing market share.

b. Deadline: Initiatives to commence within three (3) months from the date of this Agreement and to continue throughout Year 1.

c. Criteria for Completion: Implementation of marketing campaigns, participation in industry events, and initiation of sales outreach programs.

1.4. Staffing and Infrastructure Development:

a. Objective: To recruit key personnel and develop the necessary infrastructure to support national operations.

b. Deadline: Key positions to be filled and infrastructure to be in place within twelve (12) months from the date of this Agreement.

c. Criteria for Completion: Hiring of critical staff positions, establishment of operational facilities, and deployment of necessary technology systems.

2. YEAR 2 MILESTONES (MONTHS THIRTEEN TO TWENTY-FOUR FROM THE DATE OF THIS AGREEMENT)

2.1. Market Expansion Efforts:

a. Objective: To expand services to additional markets and sectors within the construction industry.

b. Deadline: Throughout Year 2, with significant expansion by the end of month twenty-four (24).

c. Criteria for Completion: Entry into new regional markets, diversification into related construction sectors with new technology, and adaptation of services to new client bases.

2.2. Strategic Partnerships:

a. Objective: To establish partnerships with key industry players to enhance market presence and service offerings.

b. Deadline: At least three (3) partnerships to be established by the end of Year 2.

c. Criteria for Completion: Execution of signed agreements or collaborations with industry associations, major contractors, or technology providers.

2.3. Technology Enhancements:

a. Objective: To continue the development and enhancement of AI technologies to maintain competitive advantage.

b. Deadline: Ongoing throughout Year 2, with significant upgrades implemented by the end of Year 2.

c. Criteria for Completion: Deployment of new AI features, implementation of improvements based on user feedback, and technological advancements surpassing competitors.

3. REPORTING AND COMMUNICATION

3.1. Quarterly Progress Reports:

a. Objective: To provide the Investor with detailed reports on progress toward milestones.

b. Deadline: Reports to be submitted within fifteen (15) days after the end of each fiscal quarter.

c. Criteria for Completion: Reports shall include updates on operations, market expansion, technology development, staffing, partnerships, and financial summaries.

3.2. Meetings with Investor:

a. Objective: To hold regular meetings to discuss progress, challenges, and strategies.

b. Deadline: Quarterly meetings to be scheduled at mutually agreeable times.

c. Criteria for Completion: Meetings conducted via teleconference or in person, with agendas provided in advance and minutes documented.

4. GOOD FAITH EFFORTS AND FLEXIBILITY

4.1. Best Efforts Commitment:

The Company commits to using its best efforts to achieve the milestones set forth in this Schedule A.

4.2. Notification of Potential Delays:

If the Company anticipates any potential delays or obstacles in meeting a milestone, it shall promptly notify the Investor in writing, providing detailed reasons and proposed plans to address the issues.

4.3. Adjustment of Milestones:

The Parties acknowledge that market conditions, regulatory changes, or other unforeseen circumstances may necessitate adjustments to the milestones. The Company and the Investor agree to engage in good faith discussions to modify milestones, deadlines, or criteria as appropriate.

5. SUCCESS METRICS

5.1. Market Presence Metrics:

- a. Objective: To establish a strong presence in the markets the Company serves.
- b. Criteria for Evaluation: Metrics such as the number of active users, client acquisition rates, and user engagement levels will be used to assess market presence.

5.2. Revenue Growth Indicators:

- a. Objective: To achieve steady revenue growth in line with the Company's business plan.
- b. Criteria for Evaluation: Revenue figures will be reviewed in the context of prevailing market conditions and overall industry performance.

6. CONFIDENTIALITY AND DATA SHARING

6.1. Data Provision:

The Company shall provide necessary data to the Investor to demonstrate progress, while ensuring compliance with all confidentiality obligations and data protection laws.

6.2. Confidential Treatment:

The Investor agrees to treat all provided information as Confidential Information and to use it solely for the purposes of monitoring progress under this Agreement.

7. CONCLUSION

The milestones outlined in this Schedule A are designed to ensure the successful development and expansion of the Company's operations, while providing the Investor with transparency and assurance regarding the use of invested funds.

SCHEDULE B

REPAYMENT SCHEDULE AND MECHANISM FOR UTILIZATION OF GRANTS AND FUNDS FROM VERSO INDUSTRIES

1. PURPOSE

This Schedule B sets forth the detailed repayment schedule and mechanism by which grants, funds, or financial benefits received by Verso Industries ("Verso") after the occurrence of a Triggering Event shall be utilized to repay ODCA Law Firm (the "Investor"), up to the total amount of the Investor's investment in ConstructPrism LLC (the "Company"), amounting to Seven Hundred Fifty Million United States Dollars (USD \$750,000,000).

2. REPAYMENT MECHANISM

2.1. Allocation of Funds:

- a. Percentage Allocation:

i. Verso agrees that forty percent (40%) of all Net Eligible Funds received shall be allocated towards repayment to the Investor.

b. Definition of Net Eligible Funds:

i. "Eligible Funds" refer to any grants, subsidies, financial incentives, or other monetary benefits received by Verso from governmental entities, institutions, or private organizations after the occurrence of a Triggering Event.

ii. "Net Eligible Funds" shall be calculated as the total Eligible Funds received less any Allowed Expenses directly related to securing those funds.

iii. "Allowed Expenses" include reasonable and necessary expenses such as application fees, legal costs, compliance expenses, and other costs directly associated with obtaining the Eligible Funds.

2.2. Repayment Schedule:

a. Timing of Payments:

i. Repayments shall occur on a quarterly basis ("Repayment Period"), within fifteen (15) business days after the end of each fiscal quarter in which Net Eligible Funds are received.

b. Calculation of Repayment Amount:

i. For each Repayment Period, the repayment amount shall be calculated as:

****Repayment Amount = Net Eligible Funds received during the Repayment Period × 40%****

c. Maximum Repayment Amount:

i. The cumulative repayment shall not exceed USD \$750,000,000, less any amounts already repaid under this Agreement or any other agreements between the Parties.

3. CONDITIONS AND LIMITATIONS

3.1. Verso's Operations and Obligations:

a. Operational Viability:

i. The repayment mechanism is designed to ensure that Verso's operational viability is not compromised. If the allocation of Net Eligible Funds towards repayment would materially and adversely affect Verso's ability to operate effectively, Verso may request a temporary adjustment to the repayment obligations.

ii. Any such adjustments must be agreed upon in writing by both Parties and shall not unreasonably delay the repayment schedule.

b. Legal and Regulatory Compliance:

i. Verso shall ensure compliance with all applicable laws, regulations, and contractual obligations related to the grants and funds received, including any restrictions on the use of such funds.

3.2. Reporting and Transparency:

a. Notification of Received Funds:

i. Verso shall notify the Investor in writing within ten (10) business days of receipt of any Eligible Funds, providing details of the source, amount, and any associated terms and conditions.

b. Quarterly Reports:

i. Verso shall provide the Investor with quarterly financial reports detailing:

- ii. Total Eligible Funds received;
- iii. Allowed Expenses deducted;
- iv. Net Eligible Funds calculated;
- v. Repayment Amount due;
- vi. Summary of efforts made to secure additional funds.

c. Access to Records:

i. Upon reasonable request, Verso shall grant the Investor or its designated representatives access to relevant financial records to verify the accuracy of reports and repayments, provided that such access does not violate any confidentiality obligations or applicable laws.

4. PAYMENT TERMS

4.1. Payment Method:

a. Currency:

i. All payments shall be made in United States Dollars (USD).

b. Payment Instructions:

i. Payments shall be made via wire transfer to the bank account designated in writing by the Investor.

4.2. Late Payments:

a. Interest on Overdue Amounts:

i. Any overdue payments shall accrue interest at a rate of three percent (3%) per annum above the prime lending rate, calculated daily from the due date until the date of actual payment.

b. Notice of Default:

i. The Investor shall provide written notice of any payment default. Verso shall have thirty (30) days from receipt of such notice to cure the default before the Investor may exercise further remedies.

5. ADJUSTMENTS AND TERMINATION

5.1. Acceleration of Repayment:

a. Change of Control:

i. In the event of a merger, acquisition, or change of control of Verso, any outstanding repayment obligations shall become immediately due and payable to the extent permitted by law and existing contractual obligations.

b. Significant Financial Events:

i. If Verso receives a single grant or funding exceeding One Hundred Million United States Dollars (USD \$100,000,000), the Percentage Allocation for that specific fund shall increase to sixty percent (60%) for repayment purposes.

5.2. Termination of Repayment Obligations:

a. Full Repayment:

i. Upon full repayment of the total investment amount of USD \$750,000,000, Verso's repayment obligations under this Schedule B shall be deemed satisfied.

b. Mutual Agreement:

i. The repayment obligations may be terminated or modified upon mutual written agreement of both Parties.

6. GENERAL PROVISIONS

6.1. No Set-Off:

Verso shall make all payments under this Schedule B without any set-off, counterclaim, deduction, or withholding, unless required by applicable law.

6.2. Assignment:

Neither Party may assign or transfer any of its rights or obligations under this Schedule B without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

6.3. Governing Law:

This Schedule B shall be governed by and construed in accordance with the laws of the State of Idaho, USA, consistent with Section 7.1 of the Agreement.

6.4. Dispute Resolution:

Any disputes arising under this Schedule B shall be resolved in accordance with the dispute resolution procedures set forth in Section 7.2 of the Agreement.

6.5. Notices:

All Notices required under this Schedule B shall be given in accordance with Section 8 of the Agreement.

7. COOPERATION AND GOOD FAITH

Both Parties agree to act in good faith and cooperate fully in the implementation of this repayment mechanism, acknowledging that timely repayment is in the best interest of both Parties.

8. SEVERABILITY

If any provision of this Schedule B is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith to modify the invalid provision to effectuate the original intent of the Parties.

9. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Schedule B may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically (including by PDF or similar format) shall have the same effect as original signatures.

[End of Schedule B]

Note: The percentages, amounts, and terms specified in this Schedule B are placeholders and should be adjusted to reflect the specific agreement between the Parties. It is strongly recommended that both Parties consult with legal counsel to ensure that this Schedule meets their needs and complies with all applicable laws and regulations.

DISCLAIMER:

This document is intended for informational purposes only and does not constitute legal advice. The Parties should consult with qualified attorneys to obtain advice with respect to any particular legal matter. The drafting of legal agreements should be undertaken by or under the supervision of licensed legal professionals.

[End of Contingency Agreement]