

LETTER OF INTENT

Founder Investment – Hearthland

Date: _____

Dear _____,

This Letter of Intent (“LOI”) sets out the principal terms and conditions under which Hearthland (a company currently in the process of incorporation in Italy) intends to structure a Founder Investment Round addressed to a limited number of strategic investors.

The purpose of this round is to accelerate the operational and legal setup of the project and to establish the equity base required to acquire and develop **Castello di Quassolo (Liguria, Italy)** in coordination with institutional bank financing.

1.Valuation and Nature of the Investment

Valuation and Equity

For the purpose of this founder investment round, the Company shall be valued at EUR 10,000,000 on a fully diluted basis. Accordingly, an investment of EUR 100,000 corresponds to 1.0% equity participation in the Company, subject to the execution of the definitive legal documentation.

Investors participating at this stage will benefit from Founder Investor conditions, including:

- Allocation of equity calculated on the basis of the above valuation
- Anti-dilution protection in connection with capital increases related to the bank financing
- Pre-emptive rights to participate pro rata in future capital increases
- Enhanced information rights, to be detailed in the Shareholders’ Agreement
- Complementary private use of the castle, subject to availability and internal policies

These conditions are reserved exclusively for investments completed prior to the closing of the bank financing.

2. Investment Commitment

The Investor hereby indicates the intention to invest the following amount in the Founder Round of Hearthland:

Committed Investment Amount: EUR _____

This commitment forms the basis for the preparation of the definitive Subscription Agreement and Shareholders' Agreement following incorporation of the Company.

3. Minimum Ticket and Initial Deposit

The minimum investment ticket is set at EUR 100,000 per investor.

In order to formalize the Investor's commitment and allow the Company to proceed with incorporation and operational structuring, an initial good-faith deposit of 10% of the total amount of the investment is required.

This initial amount will be used to cover:

- Incorporation of the Company in Italy
- Legal, notarial and advisory fees
- Initial corporate and financial structuring costs

The initial deposit:

- Will be paid into a notarial escrow account already opened
- Will be deducted from the total committed investment amount
- Does not entail the immediate issuance of shares or quotas

The remaining investment amount shall be transferred upon incorporation of the Company and execution of the definitive Subscription Agreement, against issuance of the corresponding equity participation.

In the event that the Company is not incorporated within two (2) months from the date of signature of this LOI, the deposit shall be fully refundable.

4. Bank Financing and Equity Structure

The development of Castello di Quassolo is intended to be carried out in coordination with institutional bank financing.

In line with standard banking practice, the availability of such financing is conditional upon the Company demonstrating an adequate equity base.

The purpose of the present Founder Round is therefore to consolidate the required equity structure, enabling the Company to proceed with the finalization of its banking arrangements and overall capital structure.

The Company reserves the right to engage with one or more banking institutions in order to secure the most appropriate financing terms for the project.

5. Escrow Account and AML Compliance

For the purpose of the initial good-faith deposit, funds shall be transferred to the following dedicated notarial escrow account (conto dedicato):

Beneficiary (Account Holder): Notario Anselmi Lorenzo

Bank: Banca Passadore & C.

Bank Location: Genoa, Italy

IBAN: IT32 F 03332 01400 000000966722

BIC / SWIFT: PASBITGG

Account Number: 966722

Transfer Reference: Investor Name – Hearthland Founder Investment

The escrow account is held in the name of the acting notary and governed by Italian notarial and escrow regulations. Funds deposited therein are segregated and may be released exclusively in accordance with applicable legal requirements and upon satisfaction of agreed conditions.

All transfers remain subject to completion and approval of required AML / KYC documentation under Italian law.

6. Exit Perspective

The investment is structured with a medium- to long-term value creation perspective. Potential exit scenarios may include, among others:

- Partial or full sale to a strategic investor in the real estate or hospitality sector
- Refinancing of the asset combined with capital returns
- Secondary sale of equity interests

Founder Investors benefit from entry at an early-stage valuation and the protective provisions described above.

7. Non-Binding Nature

This LOI does not constitute a binding commitment to invest or to issue equity but reflects the serious intention of the parties to proceed toward definitive legal documentation, including a Subscription Agreement and Shareholders' Agreement.

Yours sincerely,

**For and on behalf of Hearthland
(company in formation)**

Name: _____
Title: Founder

Signature: _____

Date: _____

Accepted and agreed by the Investor

Name: _____
Title: Founder investor

Signature: _____

Date: _____