

REALM METaverse REAL ESTATE INC.

SUBSCRIPTION BOOKLET

April 2022

REALM METAVERSE REAL ESTATE INC.
SUBSCRIPTION AGREEMENT

Realm Metaverse Real Estate Inc.
350 Main Street
Lakeville, CT 06039

Ladies and Gentlemen:

The enclosed subscription documents must be completed and submitted by all investors. Prospective investors should read carefully the Offering Memorandum (the “Offering Memorandum”) and the Stockholders Agreement (the “Stockholders Agreement”) of Realm Metaverse Real Estate Inc., a Delaware corporation (the “Company”), prior to subscribing for the Company’s Class B Common Shares (“Shares”).

The Subscriber (as defined below) desires to become an investor in the Company (an “Investor”) and purchase Shares. Shares will be issued in the manner and subject to the terms and conditions set forth in the Subscription Documents. Unless otherwise defined, capitalized terms used herein are used as defined in the Stockholders Agreement or the Offering Memorandum, as applicable.

In furtherance of the foregoing, and in order to induce the Company to accept the Subscriber’s subscription, the Subscriber agrees as follows:

1. **Subscription.** Subject to the acceptance of this subscription by the Company, the individual or entity that will be the beneficial owner of Shares (the “Subscriber”), either directly or through its undersigned nominee, hereby irrevocably subscribes for and agrees to purchase Shares for the total capital commitment amount indicated on **Exhibit A** annexed hereto.

2. **Acceptance of Subscription.** The Subscriber understands and agrees that the Company, in its sole discretion, reserves the right to accept or reject this or any other subscription for the Shares, in whole or in part, notwithstanding prior receipt by the Subscriber of notice of acceptance of this subscription. The Company shall have no obligation hereunder until the Company shall execute and deliver to the Subscriber an executed copy of this Agreement. If this subscription is rejected in whole, this Agreement shall thereafter be of no further force or effect, and any subscription payment made by the Subscriber shall be promptly returned without deduction.

3. **Representations and Warranties of Subscriber.** The Subscriber hereby acknowledges, represents, warrants and agrees as follows:

(a) If a corporation or other entity, the Subscriber: (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and was not formed for the specific purpose of acquiring Shares; (ii) has full power and authority to enter into, and perform its obligations under, this Subscription Agreement and the Stockholders Agreement; (iii) is bound and obligated by this Subscription Agreement and the Stockholders Agreement, which are valid and enforceable against it in accordance with their respective terms; and (iv) has authorized, by all necessary corporate or other action, the execution, delivery, and performance of this Subscription Agreement and the Stockholders Agreement, the terms of which will not violate any contract, restriction, or commitment of, or applicable to, the Subscriber or any of its affiliates, or, to the best of the Subscriber’s knowledge, any applicable law or government regulation.

(b) The Subscriber (or its authorized representative) has carefully read and understands the sections of the Offering Memorandum outlining the limited provisions for transferability and withdrawal from the Company. The Subscriber has no need for liquidity in this investment, can afford a complete loss of the investment in the Company, and can afford to hold the investment for an indefinite period of time. The Subscriber acknowledges that distributions, including, without limitation, the proceeds of withdrawals, may

be paid in cash or in kind. The Subscriber is acquiring Shares for its own account for investment and not with a view to resale, transfer, or otherwise dispose thereof in whole or in part.

(c) The Subscriber (or the person making the investment decision on behalf of the Subscriber) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of this investment and is able to bear such risks, and has obtained, in the Subscriber's judgment, sufficient information from the Company to evaluate the merits and risks of such investment. 5 The Subscriber has evaluated the risks of investing in the Company, understands there are substantial risks of loss incidental to the purchase of Shares, and has determined that Shares are a suitable investment for the Subscriber.

(d) The Subscriber (or its authorized representative) has received a copy of, and has read and understands, the Stockholders Agreement and the Offering Memorandum. The Subscriber understands that there are substantial risks involved in an investment in the Company. The Subscriber has had an opportunity to review the Stockholders Agreement and to ask questions of, and receive answers from, the Company concerning the Company, the terms and conditions of this offering, and such additional information as it considers necessary to evaluate appropriately an investment in the Company. The Subscriber acknowledges and agrees that it has made an independent decision to invest in the Company, and that, in making its decision to subscribe for Shares, or making a subsequent investment decision with respect to the Company, the Subscriber can rely only on information included in the Subscription Documents. The Subscriber is not relying on the Company, Everyrealm Manager, LLC, a Delaware limited liability company (the "Manager"), any fund administrator the Company may engage (any such administrator, the "Administrator"), Ross Law Group, PLLC, or any other person or entity with respect to the legal, tax, and other economic considerations involved in this investment other than the Subscriber's own advisers.

(e) The Subscriber understands and agrees that the Company's business objectives and property holdings (the latter, the "Portfolio Assets") generally will involve a high degree of risk that could result in a complete loss of the value of the Subscriber's investment in the Company. The Subscriber's acquisition of Shares is based upon its own analysis of the benefits of an investment in the Company. The Subscriber is currently able, and hereafter will continue to be able, to bear the economic risk of its investment in Shares for an indefinite period of time.

(f) The Subscriber understands and agrees to make the contributions of capital pursuant to the terms of the Stockholders Agreement. The Subscriber also has read and understands the default provisions for failing to make a timely capital contribution as set forth in the Stockholders Agreement, including, without limitation: potential imposition of interest on the overdue amounts, suspension of distributions, and reduction or forfeiture of its Shares.

(g) The Subscriber, in connection with its investment in the Company, has obtained and complied with all necessary and appropriate legal and tax advice, registrations, declarations, and filings with, and licenses, approvals, and authorizations of, governmental authorities.

(h) The Subscriber affirms that the Subscriber is not subject to any "bad actor" disqualifications, as described in Rule 506(d) under the U.S. Securities Act of 1933, as amended (the "Securities Act").

(i) The Subscriber is an "accredited investor" as such term is defined in Rule 501 of Regulation D under the U.S. Securities Act.

(j) The Subscriber has received and carefully read and understands (i) the Offering Memorandum, including, without limitation, the "Risk Factors" disclosure.

(k) The Subscriber agrees that it will not resell, reoffer or otherwise transfer Shares without registration under the Securities Act, or an exemption therefrom. The Subscriber acknowledges and understands that Shares are not registered for sale to the public under the Securities Act or the laws of any state or other

jurisdiction. The Subscriber understands that Shares have not been registered under the Securities Act in reliance on an exemption thereunder for transactions not involving a public offering and will not be so registered. The Subscriber acknowledges that the Company is under no obligation to register Shares on the Subscriber's behalf or to assist the Subscriber in complying with any exemption from registration under the Securities Act, or any other law. The Subscriber acknowledges that Shares can only be transferred in accordance with the Stockholders Agreement. The Subscriber acknowledges that the Company may cause a compulsory withdrawal of all or any portion of the Subscriber's Shares in accordance with the Stockholders Agreement. The Subscriber acknowledges that the offer and sale of Shares to the Subscriber has not been accomplished by any form of general solicitation or general advertising, including, without limitation: (i) any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media, or broadcast over television or radio; or (ii) any seminar or meeting, the attendees of which had been invited by any general solicitation or advertising.

(l) The Subscriber may not permit any other person to have a beneficial interest in the Subscriber's Shares, and the Subscriber may not sell, assign, transfer, convey, encumber, or otherwise dispose of all or any portion of the Subscriber's Shares except (i) in accordance with the Stockholders Agreement; (ii) with the consent of the Company, and (iii) in compliance with the registration requirements of the Securities Act and applicable state securities or "Blue Sky" laws, unless an exemption from registration under the Securities Act or such state laws is available.

(m) If the Subscriber is a "disregarded entity" for U.S. federal income tax purposes, that the representations and warranties made by the Subscriber in this Subscription Agreement are also true and correct as to the Subscriber's (direct or indirect) sole owner.

(n) If the Subscriber is a partnership, grantor trust, S corporation, or other flow-through entity for U.S. federal income tax purposes (each, a "Flow-Through Entity"), that (i) substantially all of the value of any beneficial owner's interest in the Flow-Through Entity is not attributable to the Flow-Through Entity's Shares; and (ii) a principal purpose of the Flow-Through Entity is not to permit the Company to satisfy the 100 partner limitation in Section 1.7704-1(h)(1)(ii) of the Treasury Regulations;

(o) If the Subscriber is a corporation, partnership, or trust, and is not itself an employee benefit plan, then no more than twenty-four and nine-tenths percent (24.9%) of the value of any class of equity interests in the Subscriber is held by benefit plan investors within the meaning of the U.S. Department of Labor Final Regulation Relating to the Definition of Plan Assets, 29 CFR Parts 2509, 2510, and 2550.

(p) The information contained in this Subscription Agreement is complete and accurate as of the date hereof and may be relied upon by the Company. The Subscriber shall notify the Company in writing immediately of any material change in such information and/or if any of the representations or warranties contained in this Subscription Agreement becomes untrue.

(q) The Subscriber understands the investment objective of the Company.

(r) The Subscriber understands that the Company, in good faith after consultation with counsel, may require an Investor to withdraw from the Company, in whole or in part (as described in the Stockholders Agreement). Further, the Subscriber understands the limited withdrawal rights granted to the Investors.

(s) The Subscriber understands that Ross Law Group, PLLC ("Ross Law Group") acts as counsel to the Company, the Manager, and certain of their affiliates. The Subscriber also understands that, in connection with this offering of Shares and subsequent advice to the Company, Ross Law Group will not be representing investors in the Company, including the Subscriber, and no independent counsel has been retained to represent investors in the Company. The Subscriber acknowledges that Ross Law Group will represent the Company on matters for which it is retained to do so by the Company. The Subscriber also acknowledges that other counsel may also be retained where the Company determines that to be appropriate.

4. **Closing.** The closing of the sale and purchase of the undersigned's Shares and admission as a shareholder of the Company (the "Closing") shall take place electronically on such date as may be determined by the Company in its sole discretion (the "Closing Date"). There is no minimum purchase amount which the Company is required to receive, and the Company may close upon the receipt and acceptance of any purchase amount.

5. **Indemnification.** The Subscriber agrees to indemnify and hold harmless the Company, its members, any financial consultant and legal counsel representing the Company and their respective officers, directors, employees, agents, control persons and affiliates against all losses, liabilities, claims, damages, and expenses (including, but not limited to, any and all expenses incurred in investigating, preparing, or defending against any litigation commenced or threatened) by reason of or arising out of any actual or alleged false representation or misrepresentation breach of any representation or warranty contained in this Agreement or in any other document delivered in connection with this Agreement.

6. **Irrevocability; Binding Effect.** The Subscriber hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Subscriber, except as required by applicable law, and that this Agreement shall survive the death or disability of the Subscriber and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives, and permitted assigns.

7. **Modification.** This Agreement shall not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

8. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or delivered against receipt to the party to whom it is to be given: (a) if to the Company, at the address set forth above; or (b) if to the Subscriber, at the address of the Subscriber in the Company's records, as such address may be changed by notice in accordance with this Section 10. Any notice or other communication given by certified mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regard to its conflicts or choice of laws principles. The Subscriber hereby irrevocably submits to the jurisdiction of any State or United States Federal Court of New York, over any action or proceeding arising out of or relating to this Agreement or any agreement contemplated hereby, and the Subscriber hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York State or Federal Court. The Subscriber further waives any objection to venue in such State and any objection to any action or proceeding in such State on the basis of a non-convenient forum.

THE SUBSCRIBER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY.

10. Use of Pronouns. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

11. Blue Sky Qualification. The Subscriber's right to purchase the Shares under this Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Securities from applicable Federal and state securities laws. The Company shall not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company shall be released from any and all obligations to maintain its offer and may rescind any sale contracted, in the jurisdiction.

12. Information Regarding State and Federal Securities Laws.

INVESTMENT IN THE SHARES IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK, SOME OF WHICH ARE EXPLAINED IN THE ATTACHED RISK FACTORS. NO ASSURANCE CAN BE GIVEN THAT A SUBSCRIBER FOR THE SHARES WILL REALIZE ANY RETURN ON ITS INVESTMENT OR THAT IT WILL NOT LOSE A PORTION OR ALL OF THIS INVESTMENT. EACH PROSPECTIVE SUBSCRIBER SHOULD CONSIDER VERY CAREFULLY THE VARIOUS RISKS AND SPECULATIVE FACTORS INHERENT IN THE BUSINESS OF THE COMPANY PRIOR TO MAKING ANY INVESTMENTS IN THE SECURITIES. THE SHARES REFERENCED HEREIN INVOLVE A HIGH DEGREE OF RISK AND SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT AFFORD THE LOSS OF ITS ENTIRE INVESTMENT.

THE INFORMATION REQUESTED IN THIS AGREEMENT IS NECESSARY TO ENSURE THE EXEMPTION CONTAINED UNDER APPLICABLE PROVISIONS OF THE SECURITIES ACT AND ON SIMILAR EXEMPTIONS UNDER APPLICABLE STATE LAWS. THIS AGREEMENT MUST BE READ CAREFULLY AND COMPLETELY AND THEN CORRECTLY SIGNED AND DATED, OR THEY MAY NOT BE ACCEPTED. DO NOT SIGN THIS AGREEMENT UNLESS YOU CAN MAKE ALL THE REPRESENTATIONS CONTAINED HEREIN.

(a) THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER OF THE SHARES REFERENCED HEREIN TO ANY PERSON OTHER THAN THE PERSON WHOSE NAME APPEARS THEREIN.

NO PERSON HAS BEEN AUTHORIZED BY THE COMPANY TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION CONCERNING THE OFFERING OTHER THAN THE REPRESENTATIONS CONTAINED AND INFORMATION PROVIDED IN OR WITH THIS AGREEMENT, AND, IF GIVEN OR MADE, SUCH OTHER REPRESENTATIONS OR INFORMATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. IN NO EVENT SHALL THIS AGREEMENT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE, OR TO ANY PERSON, IF SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL.

IN MAKING AN INVESTMENT DECISION, A SUBSCRIBER MUST RELY ON THE SUBSCRIBER'S OWN EXAMINATION OF THE COMPANY AND THE SECURITIES AND THE TERMS OF THE OFFERING DESCRIBED IN THIS AGREEMENT, INCLUDING THE RISKS INVOLVED. THE 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 ANY INFORMATION PROVIDED BY THE COMPANY. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION FROM THOSE PROVISIONS OF LAW. SUBSCRIBERS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF AN INVESTMENT IN THE COMPANY FOR AN EXTENDED PERIOD OF TIME.

13. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the Subscriber and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

(b) The Subscriber's representations and warranties made in this Agreement shall survive the execution and delivery hereof and of the Securities.

(c) Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or other engaged by such party) in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

(d) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts

may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(e) Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity shall not impair the operation of or affect the remaining portions of this Agreement.

(f) Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

[Signature page to follow]

**REALM METAVERSE REAL ESTATE INC.
SUBSCRIPTION AGREEMENT SIGNATURE PAGES**

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement on this ____ day of _____, 2022.

INDIVIDUALS (including IRAs)

Name of individual subscriber

Signature of individual subscriber

ENTITIES

Name of entity subscriber

By: _____

Name: _____

Title: _____

ACCEPTED ON BEHALF OF:

REALM METAVERSE REAL ESTATE INC.

By: _____

Jesse Stein

Authorized Person

EXHIBIT A
INVESTOR IDENTIFICATION STATEMENT
ALL INVESTORS MUST COMPLETE THIS FORM

Full Legal Name of Subscriber(s)

Total Capital Commitment Amount (in U.S. Dollars)

Purchase Price per Share

Number of Shares

Social Security Number/Tax I.D. Number
(If joint tenants or tenants in common, enter for both)

Subscriber's Date of Birth (if individual(s) in mm/dd/yyyy format)
(If joint tenants or tenants in common, enter for both)

CONTACT INFORMATION

Full Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Residence or Principal Place of Business Address *(if different to above)*:

Email Address: _____