

# INSTRUCTIONS

Investors wishing to purchase common Shares (“Shares”) in Exotic Caye International, Ltd. (also known as “ECI Development” and referred to herein as the “Company”) should follow these instructions:

## 1. Subscription Agreement

- (a) Read the entire Subscription Agreement carefully, in its entirety, and sign and date this Subscription Agreement on Page 6.
- (b) Complete the following information:
  - (i) On Page 1, specify the number of Shares you wish to purchase and the total purchase price.
  - (ii) On Pages 2 and 3, place your initials beside each statement in paragraph “2(e)” that applies to the investor purchasing the Shares. Complete any blanks in each statement that apply to the investor.
  - (iii) On page 8, print the name of the investor purchasing the Shares. Include the title, if appropriate, of the person signing on behalf of the investor. Include the social security number or taxpayer identification number and the mailing address and telephone number of the investor.

## 2. Payment of Purchase Price

You should submit a check or wire funds in the full amount of the unpaid total purchase price for the Shares. Please contact your representative for the most current payment instructions.

## 3. Submission of Documents

Completed subscription documents, should be returned by Fed Ex to Michael Cobb at ECI Development, c/o Georgetown Trust Limited, Caye Financial Centre, 3<sup>rd</sup> Fl. Coconut Dr. & Hurricane Way, San Pedro Town, Ambergris Caye, Belize, Central America.



## SUBSCRIPTION AGREEMENT

This Subscription Agreement dated JANUARY 11, 2021 relates to the private offering (the "Offering") of up to one million (1,000,000) Shares of common stock (the "Shares") of ECI Development, a Belize corporation, for a purchase price of \$8.80 per Share (up to \$8,800,000). All investors must complete and sign this Subscription Agreement. By completing and signing this Subscription Agreement, the undersigned investor agrees to subscribe for the Shares on the terms attached to this Subscription Agreement. Please thoroughly review this Subscription Agreement and complete all appropriate information before signing it. The terms "I", "me" and "my" in this Subscription Agreement refer to the undersigned investor, whether such investor is an individual, corporation, partnership, trust, limited liability company or other entity.

### 1. Subscription for Shares

I hereby agree to purchase the following number of Shares for the following purchase price:

Number of Shares Subscribed For: 20,000

Total Purchase Price: \$ 8.80.

Important Note: All Shares are offered at \$8.80 per Share. No new investor may purchase less than nine thousand and two hundred (9,200) Shares for a minimum purchase price of Eighty Thousand Nine Hundred and Sixty Dollars (\$80,960) unless this minimum purchase requirement is waived in the sole discretion of The Company. A check or wire for full purchase price, to be held in accordance with Section 3 below, should be transmitted to The Company along with the fully executed Subscription Agreement.

### 2. Representations, Warranties and Covenants of Subscriber

I hereby represent, warrant, certify and agree as follows:

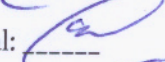
- (a) I have read the Business Plan and Private Placement Memorandum, which was delivered to me together with this form of Subscription Agreement.
- (b) I acknowledge that The Company has made available to me the opportunity to ask questions of the Chief Executive Officer of The Company regarding The Company and an investment in the Shares and the opportunity to ask questions of other executives of The Company and to review all documents relating to The Company.
- (c) I understand that no federal or state agency has approved or disapproved the sale of the Shares or endorsed the merits of this offering or made any finding or determination as to the Shares.

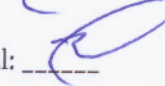


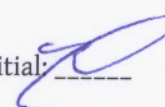
- (d) I am purchasing the Shares for my own account for investment only and not with a view to resale or for distribution of the Shares. I have sufficient knowledge and experience in financial matters to be capable of evaluating the risks and merits of an investment in the Shares. I can bear the economic risks of losing my entire investment in the Shares, have adequate means of providing for my current needs, and have no need for liquidity in the Shares. I am not entering into this transaction in order to obtain any particular tax advantages through acquisition or ownership of the Shares.
- (e) I have placed my initials beside each category below that is applicable to me. I have not initialed any statement unless it is correct and applicable to me.

For Individual Investors

Initial:  I am a bona fide resident of the Commonwealth/State of ONTARIO, CANADA

Initial:  I am at least 21 years of age and a citizen of CANADA.

Initial:  My individual net worth, or joint net worth with my spouse (excluding the net value of my residence), exceeds \$1,000,000. The term, "net worth" is defined as the difference between total assets and total liabilities. This calculation must exclude the value of a primary residence as an asset, and should exclude from liabilities indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities (unless the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, in which case the amount of excess shall be included as a liability); and liabilities must also include indebtedness secured by the person's primary residence to the extent that it exceeds the estimated fair market value of the primary residence at the time of the sale of the Investor's purchase of the Interest.

Initial:  I had individual income in excess of \$200,000 in each of the two most recent years or joint income with my spouse in excess of \$300,000 in those years and I have a reasonable expectation of reaching the same income level in the current year.

For Investors That Are Corporations, Partnerships, Limited Liability Companies or Business Trusts

Initial: \_\_\_\_\_ The investor is a \_\_\_\_\_ (specify corporation, partnership, trust, limited liability company, etc.) organized under the laws of the State of \_\_\_\_\_.

Initial: \_\_\_\_\_ The investor is domiciled in the Commonwealth/State of \_\_\_\_\_ and its principal place of business is in the Commonwealth/State of \_\_\_\_\_.

Initial: \_\_\_\_\_ The investor was not formed for the specific purpose of acquiring the Shares, is a partnership, a corporation or a business trust, and has total assets in excess of \$5,000,000.



Initial: \_\_\_\_\_ The investor is an entity (e.g. corporation, partnership, limited liability company) in which **all** of its equity owners meet the net worth requirement or the individual income requirement set forth above under the caption "For Individual Investors".

For Investors That Are Trusts

Initial: \_\_\_\_\_ The undersigned financial institution is a bank, savings and loan association or other regulated financial institution that is acting in a fiduciary capacity as trustee and subscribing for the purchase of the Shares on behalf of the subscribing trust.

Initial: \_\_\_\_\_ The subscribing trust has total assets in excess of \$5,000,000, the person making the investment decision on behalf of the trust has such knowledge and experience in financial and business matters to be able to evaluate the merits and risks of an investment in the Shares, and the trust was not formed for the specific purpose of investing in the Shares.

Initial: \_\_\_\_\_ The trust is a revocable trust that may be amended or revoked at any time by the grantor of the trust, and **all** of the grantors of the trust meet the net worth requirement or the individual income requirement set forth above under the caption "For Individual Investors."

For Institutional Investors

Initial: \_\_\_\_\_ The investor is a bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the "Act"), or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act.

Initial: \_\_\_\_\_ The undersigned is a broker or dealer registered pursuant to Section 5 of the Securities Exchange Act of 1934.

Initial: \_\_\_\_\_ The undersigned is an insurance company as defined in Section 2(13) of the Act.

Initial: \_\_\_\_\_ The undersigned is an investment company registered under the Investment Company Act of 1940 (the "Investment Company Act") or a business development company as defined in Section 2(a)(48) of the Investment Company Act.

Initial: \_\_\_\_\_ The undersigned is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

Initial: \_\_\_\_\_ The undersigned is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

- (f) I agree to indemnify The Company against any damages, costs, and expenses that it may suffer as a result of any breach of any of the representations, warranties or agreements contained in this Subscription Agreement.
- (g) The representations, warranties, covenants, and obligations of the undersigned shall survive the termination of this Subscription Agreement.
- (h) This Subscription Agreement shall be enforced, governed, and construed in all respects in accordance with the laws of the Commonwealth of Pennsylvania.
- (i) I verify under the penalties of perjury that my true, correct, and complete taxpayer identification number is the number set forth at the end of this Subscription Agreement, and that I am not subject to backup withholding either (a) because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (b) because the Internal Revenue Service has notified me that I am no longer subject to backup withholding.
- (j) I understand that an investment in the Shares involves a number of significant risks, including those risks set forth in the private Placement Memorandum.
- (k) I have based my decision to invest on the information contained in the Private Placement Memorandum, and no representations have been made or oral or written information furnished to me in connection with this offering, which were in any way inconsistent with the information contained in the Private Placement Memorandum.
- (l) I understand that the Shares cannot be readily sold because there is currently no public market for the Shares, and no public market for the Shares will develop. I further understand that the Shares have not been registered under state or federal securities laws and may only be resold in compliance with an exemption from the registration requirements of such laws.
- (m) I understand that the Shares will be subject to significant restrictions on transfer.
- (n) I understand that The Company reserves the right to accept or reject this subscription, in whole or in part, and to withdraw its offer to sell the Shares at any time before the issuance thereof. This subscription shall be deemed accepted by The Company only when The Company either deposits a copy of the Subscription Agreement executed on behalf of The Company, or other notice of acceptance, in the United States Mail, delivers the same by hand or transmits the same by facsimile to me.
- (o) I understand that I may not assign my rights under the Subscription Agreement, except that I shall be permitted to assign this Subscription Agreement to any corporation, partnership, limited liability company, business trust or other entity (the "Assignee"), without the consent of The Company, provided that (i) I am an equity owner of the Assignee and (ii) the Assignee agrees in writing to be bound by the terms and conditions of this Subscription Agreement and completes Section 2(e) of this Subscription Agreement in a manner that is applicable to such Assignee.



**3. Subscription and Payment Procedures**

All subscribers should return a fully completed and executed Subscription Agreement to The Company. The Company's mailing address is ECI Development, c/o Georgetown Trust, Limited, Caye Financial Centre, 3<sup>rd</sup> Fl. Coconut Dr. & Hurricane Way, PO Box 159, San Pedro Town, Ambergris Caye, Belize, Central America, 00000, Telephone number: +501 226-3569.

All questions regarding this Subscription Agreement should be directed to Michael Cobb, the Chief Executive Officer of The Company; telephone number +505 - 2254-7600.

I understand that if The Company accepts my offer to purchase the Shares, all funds tendered by me or on my behalf for the purchase of the Shares will be deposited in a separate account of The Company and shall not be used for general corporate purposes or any other purposes until the funds are released from such account.

Funds deposited in the separate account will be held in an insured bank account. Such funds will not be released to the general use of The Company until a minimum amount of Eighty Thousand Nine Hundred and Sixty Dollars (\$80,960), has been paid into the account.

If the Company does not receive the minimum investment of Eighty Thousand Nine Hundred and Sixty Dollars (\$80,960), by December 31, 2020, all of my funds in the account shall be returned to me and this Subscription Agreement shall be deemed terminated. If such amount has been received on or December 31, 2020, the funds in the account will be distributed to The Company on the date that such minimum amount of funds have been received and The Company will issue to me The Shares that are the subject of this Subscription Agreement.

NOTICE TO INVESTORS WHO ARE FLORIDA RESIDENTS: EACH FLORIDA RESIDENT HAS THE RIGHT TO RESCIND HIS OR HER PURCHASE OF SHARES IN THIS OFFERING IF HE OR SHE NOTIFIES THE COMPANY BY A WRITTEN NOTICE OF RESCISSION SENT BY FIRST CLASS MAIL TO THE ADDRESS OF THE COMPANY SET FORTH IN THE FIRST PARAGRAPH OF THIS SECTION 3, ABOVE, SO LONG AS SUCH NOTICE OF RESCISSION IS POSTMARKED WITHIN THREE DAYS AFTER THE INVESTOR'S EXECUTION AND SUBMISSION OF THIS SUBSCRIPTION AGREEMENT AND THE TENDER OF HIS OR HER PURCHASE PRICE FOR THE SHARES.

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ECI Development, Ltd

STANDARD SHARE PURCHASE AGREEMENT

The undersigned (the "Subscriber"), as an inducement to ECI Development ("ECI"), a company organized under the laws of Belize (the "Company"), to issue Shares of The Company's Common Stock Shares (the "Shares"), to the Subscriber in the amount and for the price set forth above, hereby agrees with The Company as follows in the included Agreement. This Agreement is signed on the date noted below. Execution of this Purchase Agreement also constitutes agreement and acceptance of the ECI's Confidential Business Plan and Private Placement Memorandum including the Risk Factors section. This Purchase Agreement is not valid until signed by an authorized representative of The Company and by the Subscriber. The Subscriber hereby irrevocably subscribes for and agrees to purchase and pay for and The Company accepts the subscription for the Shares as follows:

Total Share Purchase Dollar Value \$ 176,000
Number Of Shares 20,000
Price Per Share \$8.80
Effective Date 01/11/2021
I Am an Accredited Investor YES (initial)

SUBSCRIBER

ECI DEVELOPMENT

MARK LEPORE (Entity Name for Share Certificate)
[Signature] (Authorized Signature)
MARK LEPORE (Printed Name)
[Blank] (Title of Authorized Signor, if Applicable)
01/11/2021 (Date)
636 SHAFER AVENUE (Mailing Address)
SAULT STE MARIE, ONTARIO, P6C3R9, CANADA (City, State, Postal Code, Country)
1-(519)-341-4125 (Telephone)
MLLEPORE@HOTMAIL.COM (Email Address)

[Signature]
Michael Cobb
Chief Executive Officer
1/11/2021 (Date)
Ofiplaza El Retiro, Edificio 7, Suite 734
Managua, Nicaragua 00000
+505 2254-7600
mcobb@ecidevelopment.com

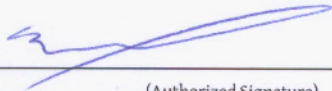
[Signature]

Investor Initials [Signature]

### FOR PAYMENT OF DIVIDENDS FROM ECI DEVELOPMENT

ECI Development pays dividends via check. The following information should be provided by the Subscriber for these payments.

	<b>Subscriber Name</b>
<b>Please make check payable to:</b>	MARK LEPORE
	<b>Subscriber Address</b>
<b>Please mail checks to:</b>	636 SMAFER AVENUE SAULT STE MARIE, ONTARIO P6C 3R9 CANADA

  
\_\_\_\_\_  
(Authorized Signature)

01/11/2021  
\_\_\_\_\_  
(Date)

MARK LEPORE  
\_\_\_\_\_  
(Printed Name)



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