

Agreement-Offer for the Purchase and Sale of GZC Crypto Tokens Secured by Shares of Modular Facilities Manufactured by the Green Zyland Company

January 15, 2025, active status

The Green Zyland Company provides this Agreement-Offer (hereinafter referred to as the "Offer" or "Agreement"). The Agreement is an official Offer to sell GZC (Green Zyland Constellation) crypto tokens secured by shares of modular residential Facilities (hereinafter referred to as Facilities) manufactured by Green Zyland. The location of the Facilities is displayed on the Company's website (gzconstellation.com); the secured facilities may be located in various countries around the world, excluding the territory of the Russian Federation. Settlements under the Offer are made in the Stellar blockchain or on cryptocurrency exchanges; settlements in rubles and in the jurisdiction of the Russian Federation are excluded. By purchasing GZC crypto tokens, the buyer confirms that he/she is legally capable, fully understands and accepts all the risks, features of this Offer and agrees with all its terms.

Preamble to the Agreement

1. The Agreement is an obligation of Green Zyland to sell GZC crypto tokens in the amount of the present purchase and to secure this amount with shares of Green Zyland modular residential Facilities that actually exist in the physical world; the Company also undertakes to accrue and transfer the payments specified in the Agreement for the ownership of crypto tokens. The payments are secured by leasing the Facilities that are the security for this Agreement.
2. The GZC cryptotoken is secured by a share of Zyland mobile modular Facilities that physically exist, i.e. have already been produced. The size of the share is determined in conventional units (cryptotokens) of GZC and is measured in square meters based on the calculation: 1 (one) GZC is equal to 0.01 (one hundredth) of a square meter of the exploited area of modular residential Facilities produced by Green Zyland Company with an acceptable deviation in area measurements along the external contour of no more than 10 (ten) percent. The exploited area is considered to be the closed heated area of the Facilities measured along the external contour plus the area of open terraces, divided by two.
3. Information on the physical location of the Support Facilities Fund can be found at gzconstellation.com
4. Green Zyland undertakes not to sell unproduced or unfinished Facilities that are not in the physical world. The company undertakes not to duplicate sales and to strictly observe the correspondence of sold and existing Facilities. Thus, the crypto token (real property) of the buyer is secured by a real share in a real Facility of the physical world. Holders of GZC crypto tokens are the owners of the share of the Facilities Fund.
5. The GZC crypto token is a market product that is traded at a market price in various ways, including through crypto exchanges. Green Zyland has no obligation to buy back GZC crypto tokens. The Company's obligations are to provide crypto tokens

with real Facilities (ownership of a crypto token means direct ownership of a share of a Facility from the Facilities Fund) and to ensure payments from rent to the owners of GZC crypto tokens in accordance with this Offer.

1. SUBJECT OF THE AGREEMENT

1.1. The subject of this agreement is the sale of shares in Zyland mobile modular Facilities by the Company, through the sale of GZC crypto tokens which are secured by these shares.

1.2. The Zyland Facility is a mobile modular Facility (non-capital modular facility), which is a structure made of a bodywork load-bearing frame, provided with insulation, internal and external finishing, all the necessary systems to ensure comfortable living, filled with furniture and household appliances, completely ready for lease for long-term or short-term living. A detailed configuration of Zyland Facilities is reflected on the website www.gzconstellation.com. A modular mobile facility is legally movable property and has the corresponding characteristics: it can be moved in space without causing significant damage to the structure and is not connected to the ground by means of indestructible elements.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The Company is obliged to:

2.1.1. Transfer cryptotokens to the Buyer in the appropriate volume and monitor the availability of the appropriate collateral. Guarantee the prevention of double sales as well as the sale of the total volume of GZC that exceeds the physical collateral of the existing Facilities. In order to ensure control by the Buyer of this guarantee, the Company is obliged to publish the location of the Zyland Facilities fund and the number of shares sold under them, as well as the size of its own GZC fund (in its part subject to sale) and its actual location - access to this information is carried out through the Company's website.

2.1.2. In case of moving the Support Facilities, display the information on the website no later than ten days after the actual move.

2.1.3. Transfer the GZC crypto tokens free from the rights of third parties.

2.1.4. Revise the issue price of crypto tokens at least once a year in accordance with the growth in the cost of production of the Support Facilities due to inflation and other processes.

2.1.5. Review the rates of payment to the Owners of shares of the Facilities for the process of renting the Facilities due to changes in rental rates at least once a year, taking into account the market situation.

2.1.6. Make daily payments on the remaining balance of tokens, if the token holder has at least 10 GZC on his balance.

2.1.7. In the event of missing a daily payment on the remaining balance of tokens for technical reasons or due to technical failures, the Company undertakes to make accruals for the missed date, no later than 10 days from the date of missing the daily payment.

2.2. The Company has the right:

2.2.1. At its own discretion, depending on the rental market situation, to move the Support Facilities from the territory of their original location to the territory of other settlements of the Company. When moving the Product, the Company is guided by considerations of maximum profit extraction.

2.2.2. To carry out technical, material equipment, repairs, finishing of the Facilities at its own discretion.

2.2.3. Not to coordinate the tenants with the GZC holder, and not to provide him/her with data on the tenants of the movable property. Refuse the Buyer the opportunity to visit the sites on which the movable property fund is located, as well as inside the movable property leased by the end tenants. This requirement arises in order to ensure the normal functioning of the Company and the convenience of end customers (tenants of the movable property).

2.2.4. To demand the sale of the GZC crypto token (to the Company) from the Buyer at its own discretion (to carry out a buyback) - at a price no less than the market price (with a premium to the market of no less than 5 percent) and no less than the issue price set as current on the Company's website, and no earlier than after a year of the Buyer's ownership of the crypto token with the Company paying the Buyer all interest due to him under this Agreement.

2.2.5. Revise the issue price of crypto tokens in accordance with the growth in the cost of production of the Support Facilities due to inflation and other processes no more than once a month.

2.2.6. Revise the rates of payment to the Owners of shares of the Facilities for the process of leasing the Facilities due to changes in rental rates, taking into account the market situation, no more than once a year.

2.3. The Buyer is obliged to:

2.3.1. Sell the GZC crypto token if the Company makes such a demand - on the terms reflected in paragraph 2.2.4.

2.3.2. The Buyer has no right to join forces with other buyers and combine shares with them for the purpose of influencing the Company and manipulating the market.

2.4. The Buyer has the right to:

2.4.1. Receive payments from the Company for leasing the Facilities of collateral for crypto tokens.

2.4.2. Sell the GZC crypto token at the market price on various platforms, including crypto exchanges, observing the rules and conditions of sale.

3. AGREEMENT PRICE AND SETTLEMENT PROCEDURE

3.1. The price of the GZC cryptotoken at the time of this Offer is equivalent to 12.36 USDT in cryptocurrency settlements (equivalent to 12 euros at the time of the transaction). This price is the current issue price at the time of the transaction under the Offer and is valid if the issue is actually carried out. The number of GZC sold is the actual quantity purchased under this Offer. The Agreement is considered concluded at the moment the payment is received in the Company's account.

3.2. Payment of the Agreement price is made by means of cryptocurrency settlements outside certain country jurisdictions, or on a cryptoexchange.

3.3. The current price of the GZC cryptotoken is displayed on the Company's website.

4. QUALITY OF THE GOODS

4.1. The quality of the Green Zyland Company's Facilities is guaranteed by the Company at a level not lower than the Company's high standards, the details of which are displayed on the Company's Website.

5. TRANSFER OF GREEN ZYLAND COMPANY'S FACILITIES FOR RENT AND ACCRUAL OF INCOME FROM THE RENTAL PROCESS TO THE OWNERS OF GZC CRYPTOTOKENS

5.1. From the moment the fact of payment under this Agreement by the Buyer occurs, the Company automatically undertakes the obligation to accrue to the Buyer (hereinafter referred to as the Owner (of shares in the Objects) or the Holder of GZC crypto tokens) crypto assets equal to the equivalent of 132.4 euros per year for owning every 100 GZC (or the crypto equivalent of 1,324 euros per year for owning one GZC). Payments are accrued automatically in the Stellar blockchain, unless another mechanism is provided for by an additional agreement to the Offer.

5.2. The Owner shall in no way and has no right to interfere with the Company's lease management process. This requirement ultimately ensures the stable and correct operation of the Company and the timely accrual and payments to the Owner.

6. TRANSFER AND ACCEPTANCE OF THE GZC CRYPTOTOKEN

6.1. The GZC cryptotoken is accepted by the Buyer automatically after payment is made under the terms of the Offer.

6.2. Ownership of the GZC cryptotoken, as well as any tax obligations associated with the ownership of the Product and receipt of payments, are the responsibility and liability of the Buyer.

6.3. The current amounts of payments for token ownership are indicated on the Company's website.

7. LIABILITY OF THE PARTIES

7.1. The Parties shall be liable for any breach of the terms of this Agreement. The courts of any state shall not be used to resolve the dispute.

7.2. The Company shall not be liable for transactions made with issuer addresses that differ from those published on the gzconstellation.com website under the "Token Purchase" section.

8. DISPUTE RESOLUTION

8.1. The courts of any state are not used to resolve the dispute. An arbitrator who is acceptable to both Parties to the agreement is used to resolve the dispute.

8.2. All disputes resolved in court or otherwise are resolved at the location of the Company or online.

9. FORCE MAJEURE

9.1. The Parties shall not be liable for failure to perform or improper performance of an obligation under this Agreement if they prove that this occurred as a result of force majeure circumstances arising after the conclusion of this Agreement as a result of extraordinary events that the Parties could neither foresee nor prevent by reasonable measures, and the Parties took all possible measures dependent on them for the proper performance of their obligations. Force majeure circumstances include, in particular: military actions, the impact of natural forces (earthquake, flood, etc.), decisions of government agencies.

The Parties must notify each other of the occurrence of force majeure circumstances within three working days from the moment of their occurrence. In the event of force majeure circumstances, the deadline for fulfilling obligations under this Agreement shall be postponed for the period during which such circumstances and their consequences are in effect.

10. CONFIDENTIALITY TERMS

10.1. Under this agreement, all information concerning the subject of this agreement, the terms and progress of its implementation is considered confidential. Disclosure of the general features of the Agreement (without specifying the personal data of the Buyer) is possible only by the Company.

10.2. Confidentiality conditions come into force from the moment of signing this agreement and are valid for 2 (two) years after its termination.

11. FINAL PROVISIONS

11.1 This Agreement shall enter into force upon payment under this Offer and receipt of funds to the Company's account.

11.2. Any amendments and additions to this Agreement must be made in writing and signed by the parties or duly authorized representatives of the parties.

11.3. The Agreement may not be revoked.

11.4. The Buyer agrees that payment under this Offer constitutes conclusion of this Agreement and consent to all the clauses specified herein.

11.5. The Agreement does not require seals or signatures and, at the same time, has full legal force upon the fact of sending it to the Buyer (or posting it on the Company's website), upon receipt of the Buyer's funds in the form of payment under this Offer to the Company's account and if the status is valid.

12. DETAILS OF THE PARTIES:

Seller:

Green Zyland Company

The issuer's current address is indicated on the "Purchase of Tokens" page on the gzconstellation.com website