

FORTUNE FUELS OPPORTUNITY FUND LLC

Reg No# 7325034

PRIVATE PLACEMENT MEMORANDUM

for Regulation D 506(b) Offering

FORMING AN INVESTOR'S RIGHTS AGREEMENT

2023

To be completed in two original sets (where applicable),
using the details provided in the Applicant's
Subscription Form (Appendix "A")

This document is restricted and not for public circulation.

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INVESTOR'S RIGHTS AGREEMENT

This Investor's Rights Agreement (the "**Agreement**") is entered into between **Fortune Fuels Opportunity Fund LLC**, a Delaware, USA registered private company (the "**Company**") with registration number 7325034, and those soon-to-be holders of Class "A" **Promissory Notes** issued by the Company (the "Class A Investors") and those soon-to-be holders of Class "B" Corporate **Income Bonds** issued by the Company (the "Class B Investors") collectively the "Investors" and individually an "**Investor**".

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1 DEFINITIONS

- 1.1 The term "Purchaser(s)" or "Holder(s)" means any Investor, natural or juristic, subscribing or owning of record or having the right to acquire securities that have not been sold yet or any assignee of record of such securities in accordance with clause 2.9 hereof as sophisticated investors;
- 1.2 The terms "register", "registered", and "registration" may refer to a lodgement effected by preparing and filing a registered charge in compliance with the prevailing Company Laws of **Delaware** in the United States of America and the declaration or ordering of effectiveness of such registration statement;
- 1.3 The term "the Vendor" means the Company;
- 1.4 The term "Securities" shall mean shares of, or securities, some convertible into or exercisable for any shares of, any class of the Company's share capital or other authorized stock such as Debentures, Bonds, Preference Shares, Warrants and /or Promissory Notes;
- 1.5 The term "Domicile" shall mean the physical address of the Purchaser(s) as evidenced in the Purchaser(s)'s Subscription Form(s) to which all notices shall be sent.

2 SALES REGISTRATION

2.1 Purchase Price per Security

The Vendor agrees to sell to the Purchaser(s) and the Purchaser(s) agrees to purchase from the Vendor, one or more **1, 2 or 3-year (one, two or three-year)** maturing Securities denominated in either **United States Dollars**, Canadian Dollars, Pounds Sterling, Euros **or other currency of the clients choice**, of the Company as follows:

- i. The purchase price to be paid by the Purchaser(s) to the Vendor for **Class A** Promissory Notes (non-voting) shall be a minimum of **\$100,000.00 (One Hundred Thousand United States Dollars)** per Share, paid in any currency of choice, increasing in increments of \$10,000 (Ten Thousand United States Dollars), and so forth; also
- ii. The purchase price to be paid by the Purchaser(s) to the Vendor for **Class B** Income Bonds shall similarly be a minimum of **\$300,000.00 (Three Hundred Thousand United States Dollars)** per Income Bond increasing in increments of \$10,000 (Ten Thousand United States Dollars), each, and so forth.

2.2 Closing Date

The final day for delivery to the Purchaser(s) of certificates comprising the Debentures, Bonds, Preference Shares, Warrants, Promissory Notes or any Securities of the Company sold hereunder by the Vendor and the payment for the purchase price(s) thereof by the Purchaser(s) to the Vendor will be on the **31st** day of the month of **December, 2023** (hereinafter referred to as the "closing date").

2.3 Books and Records

During the period from the date of this Agreement to the closing date, the Vendor shall afford the Purchaser(s) of **at least \$1million**-worth of Securities or more and his/her attorneys free access to the Company's records, files, books of account, and tax returns, provided that the Purchaser(s)'s investigation and use of the same shall not unreasonably interfere with the Company's normal operation. With regard to Mergers and Acquisitions in process the Purchaser(s) agrees not to disclose or mis-use, at any time, any information concerning the Company disclosed, or to-be-acquired by the Company's in connection with this Agreement. The Purchaser(s) shall take all reasonable precautions to prevent any other persons from acquiring confidential information obtained from the Company.

2.4 Warranties

The Vendor warrants, represents, and agrees as follows: the Vendor has full, complete, and absolute title to the securities of the Company to be sold pursuant to this Agreement. The Vendor's Title to the said Securities is free and clear of any lien, charge, or encumbrance, and as such the Purchaser(s) will receive good and absolute title thereto.

Between the signing of this Agreement the Company will not transfer, sell, or otherwise dispose of any corporate property of assets material to the operation of its business other than in the ordinary and usual course of its business as heretofore conducted, except such items as shall have become no longer useful, obsolete, worn out, or rendered of no further use and, if theretofore useful in the conduct of its business and operation, as may have been replaced with other items transferred, sold, exchanged, or otherwise disposed of, create, participate in, or agree to the creation of any liens or encumbrances on its corporate property, except liens for current taxes or liens created in the ordinary and usual course of its business as heretofore conducted in connection with normal purchases; enter into any leases, contracts, or agreements of any kind or character or incur any liabilities except those to which it is presently committed and which are disclosed herein or in the exhibits hereto and purchase orders placed for raw materials and supplies and agreements to sell products to customers arising in the ordinary and usual course of business as heretofore conducted; make any payments or distributions to any of its officers, shareholders, or employees, except dividends, wages, and salaries made to employees in the ordinary and usual course of the business as heretofore conducted including therein contributions pursuant to health, insurance, and pension plans presently in effect; amend or repeal its articles of association or by-laws nor issue any Securities in addition to, and other than, the Securities heretofore issued, or reissue any lost Securities, nor elect any officers or directors without the consent of the Board.

2.5 Company Registration

The Company is a corporation duly organized and existing under and by virtue of the laws of **Delaware** in the United States of America (unless specified elsewhere) and is in good standing under the laws of this jurisdiction. The Company shall maintain itself in annual good standing in the records of the central register as evidenced by an Annual Return and/or Business Registration License issued by the country and/or the province/city's respective agents.

2.6 Delivery of Certificate

On or before the closing date, the Vendor shall deliver to the Purchaser(s) the certificates evidencing the Securities of the Company agreed to be sold hereunder duly endorsed for issue by the Company Secretary and/or Treasurer provided the Purchaser(s) shall have paid the Vendor the sum representing the full purchase price to be tendered for said Securities.

2.7 Obligations of the Company

See Clause 3 below.

2.8 Termination of Registration Rights

All registration rights granted under this Clause 2 shall terminate and be of no further force and effect as to any Holder(s) upon the earlier of:

- i. The maturity date within **One** (1), or **Five** (5) years prior to the closing of the Initial Offering; or
- ii. Such time as such Holder(s) should sell all of the Securities held by such Holder(s) in any one period.

2.9 Furnish Information

It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Clause 2 that the selling Holder(s) shall furnish to the Company such information regarding themselves, the Securities held by them, and the intended method of disposal of such Securities as shall be required to effect the registration of their resale and transfer, confirming they can be classed as "sophisticated investors" as per the common definition;

2.10 Indemnification

No personal sureties are herein provided by the directors of the Company as all investments remain secured on fixed assets locally and/or abroad or insurance policies in Hong Kong, the United States &/or Bermuda procured within the first year and all capital shall thus not be at risk at any given time.

2.11 Reporting

Contact with the Holder(s) will be maintained by mail and/or electronic mail at least once every year.

2.12 Assignment of Rights and Division of Debentures/Bonds

The rights to cause the Company to reregister Securities pursuant to this Clause 2 may be assigned by a Holder(s) to a transferee or assignee *provided, however*, that no such transferee or assignee shall be entitled to registration rights under this Clause 2 hereof unless it owns a **minimum** of US\$60,000 / ±HK\$500,000/ ±R950,000 in Securities (according to the exclusion clause as may be presently constituted under company law) and subject to subsequent adjustments for stock splits, stock dividends, reverse stock splits and similar events and the Company shall promptly be furnished with written notice of the name and address of such transferee or assignee and the Securities with respect to which such re-registration rights are being assigned. Notwithstanding the foregoing, rights to cause the Company to register Securities may be assigned to any subsidiary or parent company of a Holder(s) or any partner or affiliated entity of any Holder(s).

2.13 Amendment of Rights

The terms, provisions and rights of this Agreement, shall not be altered by any individual Holder, nor any majority of the Holders in any way.

2.14 Exchange Controls

The Purchaser(s) shall obtain any necessary approvals from their country's securities or banking agency or authority regarding initial ownership and any assignment or corporate change. The Purchaser(s) will bear all necessary expenses to obtain the same. The Vendor shall cooperate in signing any necessary papers incidental thereto.

2.15 Restrictions

The Purchaser(s) may not dispose of its Securities herein acquired to any third party without giving the Vendor first option to re-purchase said Securities at a fair market value at the time of intended sale.

3. COVENANTS OF THE COMPANY

3.1 Basic Financial Information and Reporting

- i. The Company will maintain true books and records of account in which full and correct entries will be made of all its business transactions pursuant to a system of accounting established and administered in accordance with generally accepted accounting principles consistently applied, and will set aside on its books all such proper accruals and reserves as shall be required under generally accepted accounting principles consistently applied;
- ii. As soon as practicable after the end of each fiscal year of the Company, and in any event within One Hundred and Eighty (180) days thereafter, the Company will furnish each Holder of at least **\$1million** in Class "A" **Promissory Notes** or Class "B" **Income Bonds** (as presently constituted and not subject to subsequent adjustments for stock splits, stock dividends, reverse stock splits and similar events) an audited consolidated **Balance Sheet** of the Company, as at the end of such fiscal year, and an audited consolidated **Income Statement** of the Company, for such year, all prepared in accordance with generally accepted accounting principles and setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail. Such financial statements shall be accompanied by a report and opinion thereon by independent public accountants of national standing selected by the Company's Board of Directors.

3.2 Inspection Rights

So long as a Holder shall own at least **\$1million** in Securities (as presently constituted and subject to subsequent adjustments for stock splits, stock dividends, reverse stock splits and similar events), each such Holder (at such Holder's expense) shall have the right to visit and inspect any of the activities of the Company or any of its subsidiaries, and to discuss the affairs, finances and accounts of the Company or any of its subsidiaries with its officers, all at such reasonable times and as often as may be reasonably requested; *provided, however*, that the Company shall not be obligated under this Clause 3.2 with respect to a competitor of the Company or with respect to information which the Board of Directors determines in good faith is confidential and should not, therefore, be disclosed.

3.3 Confidentiality of Records

Each Holder agrees to employ its reasonable best efforts to insure that all its authorized representatives protect as confidential any information furnished to it which the Company identifies as being proprietary (so long as such information is not in the public domain), except that such Holder(s) may disclose such confidential information to any partner, subsidiary or parent company of such Holder(s) for the purpose of evaluating its investment in the Company as long as such partner, subsidiary or parent company is advised of the provisions of this Clause 3.3.

3.4 Coupon Yield

Where any security bears a coupon (interest dividend) then all such coupons in the Fund will be fixed and paid directly to the Investor or their nominee. Said coupons will be paid in arrears after receipt of the Investors cleared funds paid into the trust or company accounts as specified in Appendix "A" attached hereto. Securities offered in this Agreement that have coupons attached shall bear a fixed yield /Internal Rate of Return (IROR) of no less than **16% (Sixteen Percent) per annum**. Loyalty Bonuses (if any) will be declared at the end of each year and likewise paid into the Investors accounts as specified in Appendix "A" attached hereto at the end of new term **only**, should they **roll-over** their investments for another term, unless at the sole discretion of the Vendor it is paid on renewal.

3.5 Insurance

The Company agrees to maintain valid policies of worker's compensation insurance and, to the extent such insurance is available on commercially reasonable terms, insurance with respect to its activities and business of the kinds and in the amounts not less than is customarily obtained by corporations engaged in the same or similar business and similarly situated, including, without limitation, insurance against fiscal loss, damage, fire, theft, public liability, fidelity cover and other risks. Where necessary, the Company will seek to obtain key-man life assurance policies on its directors.

3.6 Tax Revenue Collection

The Company does not **nor** it will ever report the purchase, sale or coupon revenues earned to any global tax collection agency or other tax authority regardless of the citizenship of the Holders thereof and/or the Security's Purchaser(s).

3.7 Vesting Options

All options or rights to purchase Securities of the Company granted to employees, officers, directors or consultants shall perpetually grant to the Company a right of first refusal to repurchase any and all Securities acquired on exercise of the option or any other right to repurchase such Securities.

4. RIGHTS OF FIRST REFUSAL

4.1 Subsequent Offerings

Each Holder shall have a right of first refusal to also purchase further Securities (namely **Class "C" Convertible Debentures, Class "D" Preference Shares and Class "E" Warrants**) that the Company may, from time to time, propose to sell and issue after the date of this Agreement, **other** than the Equity Securities excluded by Clause 4.6 hereof. Each Holder's rights with respect to which such Holder is deemed to be a Holder immediately prior to the issuance of such Securities of the Company should they be in the process of selling or transferring their Securities.

4.2 Exercise of Rights

If the Company proposes to issue any Securities, it shall give each Holder written notice of its intention, describing the Securities, the price, and the terms and conditions upon which the Company proposes to issue the same. Each Holder shall have **Fifteen (15) days** from the effective date of such notice to agree to purchase any of the Securities for the price and upon the terms and conditions specified in the Subscription Forms thereof or by giving written notice to the Company and stating therein the quantity of Securities to be purchased. Notwithstanding the foregoing, the Company shall not be required to offer or sell such Securities to any Holder(s) who would cause the Company to be in violation of any applicable Securities Laws by virtue of such offer or sale.

4.3 Issuance of Equity Securities to Other Persons

If the Holder(s) fail to exercise in full the rights of first refusal within such fifteen (15)-day period, the Company shall have one hundred-eighty (180) days thereafter to sell the Securities in respect of which the Holder(s)'s rights were not exercised, at a price and upon terms and conditions not more favourable to any new purchasers thereof than specified in the Company's notice to the Holder(s) pursuant to Clause 4.2 hereof. If the Company has not sold such Securities within such one hundred-eighty (180) days, the Company shall not thereafter issue or sell any Securities, without first offering such Securities to the Holder(s) again in the manner provided above.

4.4 Termination of Rights of First Refusal

The rights of first refusal established by this Clause 4 shall all terminate upon the event of the closing of an underwritten public offering of common stock of the Company made pursuant to an effective registration statement under the Securities Act, or its equivalent, of the host exchange country.

4.5 Transfer of Rights of First Refusal

The rights of first refusal of each Holder under this Clause 4 may be transferred (a) to any subsidiary or parent company of such Holder(s), to any partner or affiliated entity of such Holder(s) or to any successor in interest to all or substantially all the assets of such Holder(s), or (b) with respect to at least US\$60,000 / ±HK\$500,000 / ±R1,000,000.00 in Securities as presently constituted and not subject to subsequent adjustments for stock splits, stock dividends, reverse stock splits and similar events, to a transferee **other** than a direct competitor of the Company, provided that the Company is given written notice by the Holder(s) stating the name and address of the transferee and identifying the Holder(s) with respect to which the rights under this Clause 4 are being assigned.

4.6 Excluded Securities

The rights of said first refusal established by this Clause 4 shall have **no** application to any of the following Equity Securities:

- i. Shares of Common Stock (and/or options, warrants or other common stock purchase rights issued pursuant to such options, warrants or other rights) issued or to be issued to employees, officers or directors of, or consultants or advisors to the Company or any subsidiary, pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board of Directors of the Company; or
- ii. Any Equity Securities issued to Promissory Note holders; or
- iii. Any Equity Securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition or similar business combination approved by the Company's Board of Directors; or
- iv. Any Equity Securities that are issued by the Company as part of any possibly underwritten public offering; or
- v. Shares of Common Stock issued in connection with any stock split, stock dividend or recapitalization by the Company; or
- vi. Shares of Common Stock issued upon conversion of any Preferred Stock; or
- vii. Any Equity Securities issued to financial institutions, creditors or lessors in connection with commercial credit arrangements, equipment financings, or similar transactions as approved by the Board of Directors of the Company; or
- viii. Any Equity Securities issued to an entity as an integral component of a strategic partnering transaction with such entity as approved by the Board of Directors of the Company.

4.7 Vendor's Repurchase Rights

The Vendor retains the express **First Option** and reciprocal **Right of First Refusal** to repurchase Securities in conjunction with Clause 2.15 above should the Purchaser(s) wish to exercise its right to redeem or sell its Securities to any third party at the current asking price.

5. LEGENDS

5.1 Legends

Each Investor understands that the certificates evidencing **any** Debentures, denominated in **United States Dollars ONLY**, may be endorsed on the reverse side with the following legends (in addition to any legends required under applicable State Securities or Tax Laws):

- i. "THE DEBENTURES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE AFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL SATISFACTORY TO THE CORPORATION THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933 OF THE UNITED STATES OF AMERICA."
- ii. "THE DEBENTURES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF AN INVESTORS' RIGHTS AGREEMENT, WHICH PLACES CERTAIN RESTRICTIONS ON THE DEBENTURES REPRESENTED HEREBY. ANY PERSON ACCEPTING ANY INTEREST IN SUCH DEBENTURES SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SUCH AGREEMENT. A COPY OF SUCH INVESTORS' RIGHTS AGREEMENT WILL BE FURNISHED TO THE RECORDED HOLDER(S) OF THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS."
- iii. Any legend required to be placed thereon by any applicable local securities laws in the Purchaser(s)'s State.

6. MISCELLANEOUS

6.1 Governing Law

This Agreement shall be governed in all respects by the laws of Delaware in the United States of America only.

6.2 Survival

The representations, warranties, covenants, and agreements made herein shall survive any investigation made by any Holder(s) and the closing of the transactions contemplated hereby. All statements as to factual matters contained in any certificate or other instrument delivered by or on behalf of the Company pursuant hereto in connection with the transactions contemplated hereby shall be deemed to be representations and warranties by the Company hereunder solely as of the date of such certificate or instrument.

6.3 Special Discretionary Powers

Should any Holder wish to exit or sell their Securities herein acquired the Directors shall do everything in their power to accommodate the Holder(s) should they be in financial difficulty and on condition they remain courteous towards the Vendor and its representatives.

6.4 Aggregation

All Class A-E Securities of registered Holders held or acquired by affiliated entities or persons shall be aggregated together for the purpose of determining the Loyalty Bonuses (if any) under this Agreement.

6.5 Successors and Assigns

Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto and shall inure to the benefit of and be enforceable by each person who shall be a Holder of Securities from time to time; *provided, however*, that prior to the receipt by the Company of adequate written notice of the transfer of any said Securities specifying the full name and address of the transferee, the Company may deem and treat the person listed as the Holder(s) of such Securities in its records as the absolute owner and Holder(s) of such Securities for all purposes, including the payment of coupon(s) or any redemption price.

6.6 Severability

In case any provision of the Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

6.7 Amendment and Waiver

Except as otherwise expressly provided for, the obligations of the Company and the rights of the Investors, under this Agreement may be waived only with the written consent of the Directors of the Company (by Board Resolution) and/or the holders of not less than a simple majority of the issued ordinary shares of the Company at an Annual General Meeting properly called and held.

6.8 Delays or Omissions

It is agreed that no delay or omission to exercise any right, power, or remedy accruing to any Holder(s), upon any breach, default or non-compliance of the Vendor under this Agreement shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default or non-compliance, or any acquiescence therein, or of, or in any similar breach, default or non-compliance thereafter occurring. It is further agreed that any waiver, permit, consent, or approval of any kind or character on any Holder(s)'s part of any breach, default or non-compliance under the Agreement or any waiver on such Holder(s)'s part of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law, or otherwise afforded to Holders, shall be cumulative and not alternative.

6.9 Notices, etc.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed effective on the date of delivery, when delivered personally or by overnight courier, upon electronic confirmation of receipt when or sent by telegram, e-mail or fax, or Ninety-six (96) hours after being deposited in the mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party's address, email or fax number as set forth on the Purchaser(s)'s signed **Subscription Form (Appendix "A")**, or as subsequently modified by written notice.

6.10 Attorney's Fees

If legal action is brought to enforce or interpret this Agreement, the prejudiced party shall be entitled to recover its reasonable attorney's fees and legal costs in connection therewith.

6.11 Headings and Sub-headings

The headings and sub-headings of this Agreement are for convenience of reference only and are not to be considered in materially interpreting this Agreement.

6.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one binding contract.

6.13 Breach

In the event of—

- i. The Vendor failing to pay any amount due to the Purchaser(s) on the due date for such payment or breaching any terms of this Agreement and failing to remedy such failure or breach within **Fourteen (14) business days** after the delivery to the Purchaser(s) of a written notice requiring the failure or breach to be remedied; or
- ii. The Vendor being placed under provisional or final sequestration; or
- iii. The Vendor effecting or attempting to effect a compromise or composition with its creditors; or
- iv. A judgment being granted against the Vendor in respect of any debt, which remains unsatisfied for a period of **Twenty One (21) business days** after the granting of such judgment; or
- v. Any property of the Vendor being attached in execution of any debt; or
- vi. The Vendor having made any materially incorrect or untrue statement or representation in connection with this Agreement or its financial affairs or any particulars thereof and such statement or representation has not been remedied within **Seven (7) business days** after delivery to the Vendor of a written notice requiring such remedy; or
- vii. The Vendor committing any act or allowing any omission which might prejudice the Purchaser(s)'s rights under this Agreement, then and in any such event, the Purchaser(s) shall, without prejudice to any other rights which it may have in law, be entitled to claim immediate repayment of the balance of the capital and any accrued interest/coupon then owing by the Vendor to the Purchaser(s), notwithstanding that the due date for payment of such amount has not yet arrived.

6.14 Entire Agreement

This Agreement constitutes the entire understanding and obligations among the parties with regard to the subject matter herein. All prior agreements among any of the parties (including any previous Private Placement Memorandum and/or Investors' Rights Agreements) are hereby terminated effective immediately.

IN WITNESS WHEREOF,

the parties hereto have executed this Agreement as of the _____ day of _____, 2023.

For the "INVESTOR"s

For the "COMPANY" Fortune Fuels Opportunity Fund LLC

Signature 1

Name: _____

Duly authorised (if applicable)

Signature

V. David Bricknell
Duly authorised

Signature 2 (if applicable)

Name: _____

Duly authorised (if applicable)

Company Seal (if any)