

**TEMPLE ROSE HOLDING COMPANY, INC.
A WYOMING CORPORATION**

**CUMULATIVE CALLED NONVOTING PREFERRED STOCK SERIES B
PURCHASE AGREEMENT**

OCTOBER 1, 2023

TEMPLE ROSE HOLDING COMPANY, INC.

**CUMULATIVE CALLABLE NONVOTING PREFERRED STOCK
PURCHASE AGREEMENT**

This Cumulative Callable Nonvoting Preferred Stock Series B Purchase Agreement (the “Agreement”) is made as of 1ST day of October, 2023 by and between Temple Rose Holding Company, Inc., a Wyoming corporation (the “Company”), and each of the investors listed on Exhibit A attached to this Agreement (each a “Purchaser” and together the “Purchasers”).

RECITALS

The Company desires to issue and sell and the Purchasers desire to purchase Cumulative Callable Nonvoting Preferred Stock Series B in substantially the form attached to this Agreement as Exhibit B (the “Preferred Stocks Series B”). The Cumulative Callable Nonvoting Preferred Stock Series B are collectively referred to herein as the “Preferred Stock Series B.”

AGREEMENT

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. **Purchase and Sale of Preferred Stock Series B.**

(a) **Sale and Issuance of Preferred Stock Series B.** Subject to the terms and conditions of this Agreement, each Purchaser agrees to purchase at the Closing and the Company agrees to sell and issue to each Purchaser a Preferred Stock Series B Certificate in the principal amount specified with respect to such Purchaser on Exhibit A to this Agreement. The purchase price of each share of Preferred Stock Series B shall be equal to 5.75% of the par amount (\$5.75 per share with a par value of \$100) of such Preferred Stock Series B. The Company’s agreements with each of the Purchasers are separate agreements, and the sales of the Preferred Stock Series B to each of the Purchasers are separate sales.

(b) **Closing; Delivery.**

(i) The purchase and sale of the Preferred Stocks Series B shall take place virtually online, at 12:00 p.m., on October 2, 2023, or at such other time and place as the Company and the Purchasers mutually agree upon, orally or in writing (which time and place are designated as the “Closing”). At the Closing, the Company shall deliver to each Purchaser the Preferred Stock Certificate to be purchased by such Purchaser against payment of the purchase price therefor by electronic transfer to the Company’s bank account.

(ii) Until the earlier of (A) such time as the aggregate amount of the sale of Preferred Stock Series B subject to the terms of this Agreement equals a total of \$300,150, or (B) December 31st, 2023 the Company may sell additional Shares of Preferred Stock Series B to

such persons or entities as may be approved by the Board of Directors of the Company. All such sales shall be made on the terms and conditions set forth in this Agreement. Effective upon delivery of an executed copy of this Agreement by such persons or entities, any Preferred Stock Series B sold pursuant to this Section 1(b)(ii) shall be deemed to be “Preferred Stock Series B” for all purposes under this Agreement, and any purchasers thereof shall be deemed to be “Purchasers” for all purposes under this Agreement.

2. **Security Interest.** The Preferred Shares represent a net equity in the Company.

3. **Representations and Warranties of the Company.** The Company hereby represents and warrants to each Purchaser that:

(a) **Organization, Good Standing and Qualification.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Wyoming and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted.

(b) **Authorization.** All corporate action on the part of the Company, its officers and directors necessary for the authorization, execution and delivery of this Agreement and the authorization, sale, issuance and delivery of the Preferred Share stock certificates and the performance of all obligations of the Company under this Agreement and the Preferred Stocks have been taken or will be taken prior to the Closing. The Agreement and the Preferred Stocks, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general application affecting enforcement of shareholders’ rights generally, as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

4. **Representations and Warranties of the Purchasers.** Each Purchaser hereby represents and warrants to the Company that:

(a) **Purchase Entirely for Own Account.** The Preferred Stock to be acquired by the Purchaser will be acquired for investment for the Purchaser’s own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser has not been formed for the specific purpose of acquiring any of the Preferred Stock.

(b) **Knowledge.** The Purchaser is aware of the Company’s business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the securities.

(c) **Restricted Securities.** The Purchaser understands that the Preferred Stock have not been, and will not be, registered under the Securities Act of 1933, as amended (the “Securities Act”), by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment

intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that that the Company has no obligation to register or qualify the Preferred Stocks for resale. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

(d) **No Public Market.** The Purchaser understands that no public market now exists for any of the securities issued by the Company, that the Company has made no assurances that a public market will ever exist for the Preferred Stocks.

(e) **Legends.** The Purchaser understands that the Preferred Stocks may bear one or all of the following legends:

(i) "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(ii) Any legend required by the Blue Sky laws of any state to the extent such laws are applicable to the shares represented by the certificate so legended.

5. **Conditions of the Purchasers' Obligations at Closing.** The obligations of each Purchaser to the Company under this Agreement are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived:

(a) **Representations and Warranties.** The representations and warranties of the Company contained in Section 5 shall be true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing.

(b) **Qualifications.** All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Preferred Stocks pursuant to this Agreement shall be obtained and effective as of the Closing.

6. **Conditions of the Company's Obligations at Closing.** The obligations of the Company to each Purchaser under this Agreement are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived:

(a) **Representations and Warranties.** The representations and warranties of each Purchaser contained in Section 6 shall be true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the Closing.

(b) **Qualifications.** All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Preferred Stocks pursuant to this Agreement shall be obtained and effective as of the Closing.

(c) **Delivery of Form W-8 BEN or Form W-9.** Each Purchaser shall have completed and delivered to the Company a validly executed IRS Form W-8 BEN or IRS Form W-9, as applicable, establishing such Purchaser's exemption from withholding tax.

7. **Miscellaneous.**

(a) **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(b) **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Wyoming, without giving effect to principles of conflicts of law.

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

(d) **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(e) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed email, or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or email address as set forth below or as subsequently modified by written notice.

(f) **Finder's Fee.** Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which each Purchaser or any of its officers, employees, or representatives is responsible. The Company agrees to indemnify and hold harmless each Purchaser from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

(g) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the Company and the holders of at least a majority in interest of the Preferred Stocks. Any amendment or waiver effected in accordance with this Section 7(g) shall be binding upon the Purchasers and each transferee of the Preferred Stocks, each future holder of all such Preferred Stocks, and the Company.

(h) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(i) **Entire Agreement.** This Agreement, and the documents referred to herein constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the parties hereto are expressly canceled.

(j) **Exculpation Among Purchasers.** Each Purchaser acknowledges that it is not relying upon any person, firm or corporation, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. Each Purchaser agrees that no Purchaser nor the respective controlling persons, officers, directors, partners, agents, or employees of any Purchaser shall be liable for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the Preferred Stocks.

[Signature Pages Follow]

The parties have executed this Preferred Stock Purchase Agreement as of the date first written above.

COMPANY:

Temple Rose Holding Company,
a Wyoming corporation

By: _____
Michael C. Evans, CEO

PURCHASERS:

(Purchaser)

By: _____

Name: _____
(print)

Title: _____

Exhibit A - Schedule of Purchasers

Exhibit B - Form of Preferred Stock Certificate

SIGNATURE PAGE TO PREFERRED STOCK PURCHASE AGREEMENT

EXHIBIT A

SCHEDULE OF PURCHASERS

**Name/Address and Email Address
of Purchaser**

**Original Principal Amount
of Preferred Stockholder**

EXHIBIT B

FORM OF PREFERRED STOCK CERTIFICATE

[SEE ATTACHED]