

**PARTNERSHIP AGREEMENT**  
**of Ace of Coins Wizard, LP**  
**A Florida General Partnership**

This Partnership Agreement (the “Agreement”) is entered into and effective as of January 25<sup>th</sup>, 2025, by and between the following individuals (the “Founding Partners”):

- **John Jay Singleton**, with principal address at Post Office Box 570065, Orlando, Florida 32807
- **James R. Libbey**, with principal address at 40 Charles R. Bealle, DeBary, Florida 32713

Collectively referred to as the “Partners.”

**ARTICLE I – Formation and Purpose**

1.1. **Formation:** The Partners hereby form a general partnership pursuant to the Florida Revised Uniform Partnership Act (Chapter 620, Florida Statutes), to be known as Ace of Coins Wizard, **LP** (the “Partnership”).

1.2. **Purpose:** The purpose of the Partnership is to develop, license, and commercially exploit intellectual property (“IP”) products, including those made available on a per-use or subscription basis. The business may include issuing licenses, sublicenses, hosting platforms, and engaging in related commercial activity.

**ARTICLE II – Capitalization and Securities Offering**

2.1. Authorized Units: The Partnership shall authorize the issuance of 20,408,164 Non-Voting Units (“Units” or “Shares”) representing beneficial economic interests in the Partnership.

2.2. Founding Ownership: The Founding Partners shall collectively retain at least 10,408,164 Units, representing no less than 51% of the total outstanding Units.

2.3. Capital Raise: The Partnership intends to raise \$1,000,000 USD by offering up to 10,000,000 Units (49% of total authorized) at \$0.10 per Unit to investors.

2.4. **Regulation D Exemption:** The offering shall be made in reliance on **Regulation D, Rule 506(b)** of the Securities Act of 1933, as amended. The Units offered hereunder have not been registered under the Securities Act or under the securities laws of any state, including Florida, and may not be offered or sold absent registration or an applicable exemption therefrom.

2.5. **Investor Qualification:** Units will be offered only to **accredited investors**, as defined in Rule 501 of Regulation D, and to a limited number (no more than 35) of **non-accredited but sophisticated investors**, who have sufficient knowledge and experience in financial and business matters.

2.6. **Investment Risk Disclosure:** Each investor must execute a Subscription Agreement acknowledging:

- The speculative nature of the investment
- That the Units are illiquid and may not be resold absent registration or exemption
- That no dividends are guaranteed and distributions are discretionary
- That they have had access to all material information and had the opportunity to ask questions

2.7. **Non-Voting Rights:** Investors holding Units shall have no right to vote on Partnership affairs, elect or remove managers, approve mergers, or amend this Agreement.

2.8. **No Guaranteed Returns:** There shall be no guaranteed return of capital or minimum income. Any distributions are on a best-effort basis as determined by the Founding Partners.

### **ARTICLE III – Management and Control**

3.1. The full authority to manage and operate the business and affairs of the Partnership shall reside exclusively with the Founding Partners.

3.2. The Founding Partners shall have authority to issue Units, enter into contracts, open bank accounts, execute IP licensing deals, and make all day-to-day and strategic decisions for the Partnership.

### **ARTICLE IV – Transfer Restrictions**

4.1. No Units may be sold, assigned, pledged, or otherwise transferred without the prior written consent of the Founding Partners.

4.2. The Partnership shall have a **right of first refusal** on any proposed transfers of Units.

### **ARTICLE V – Intellectual Property and Revenue**

5.1. All IP created or acquired by the Partnership shall be held in the name of the Partnership. All revenues derived from such IP shall be Partnership property.

5.2. The Founding Partners may establish licensing fees, subscription terms, or usage models as deemed appropriate for commercial monetization.

#### **ARTICLE VI – Tax Treatment**

6.1. The Partnership shall be taxed as a general partnership under Subchapter K of the Internal Revenue Code, unless otherwise determined by the Founding Partners.

6.2. Each Unit holder shall receive a K-1 annually reflecting their share of profits or losses.

#### **ARTICLE VII – Amendments**

7.1. This Agreement may be amended only upon the unanimous written consent of the Founding Partners.

#### **ARTICLE VIII – Governing Law and Venue**

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8.2. Any dispute arising under this Agreement shall be adjudicated in a court of competent jurisdiction located in Volusia County, Florida.

#### **ARTICLE IX – Securities Disclaimer**

9.1. The Units offered herein have not been registered under the Securities Act of 1933, nor under the Florida Securities and Investor Protection Act. They are being offered under an exemption from registration. These Units may not be sold, transferred, or otherwise disposed of except in accordance with applicable securities laws.

#### **IN WITNESS WHEREOF**

The undersigned Founding Partners have executed this Agreement as of the Effective Date.

John Jay Singleton

James R. Libbey