BITS1001 - HOUSTON HEIGHTS, LLC
SECURITY TOKEN PURCHASE AGREEMENT

This Security Token Purchase Agreement ("Agreement" or **"STPA"**) is entered into by and between **BITS1001 HOUSTON HEIGHTS LLC**, a limited liability company organized and existing under the laws of the State of Wyoming, having its principal place of business at 1910 Thomes Ave, Cheyenne, WY 82001 (the "Company"), and the undersigned purchaser ("Purchaser"). The Company and Purchaser may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Company is offering for sale certain digital securities denominated as BITS1001 Houston Heights Security Tokens ("Tokens"), issued as BEP-20 standard tokens on the Binance Smart Chain, which represent LLC Membership Units in the Company;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions
As sed in this Agreement; the following terms shall have the meanings set forth below:

1.1 "Company IP" means all intellectual property rights owned or controlled by the Company, including but not limited to trademarks, copyrights, patents, trade secrets, knowledge, and all rights associated therewith.

1.2 "Effective Date" means the date of execution of this Agreement by the Purchaser.

1.3 "Offering Memorandum" means the legal disclosure document describing the offering of the Tokens.

1.4 "Token Receipt Address" means the BEP-20 compliant digital wallet address provided by the Purchaser to receive the Tokens.

1.5 "Token Deposit Address" means the digital wallet address provided by the Company to which payment for Tokens shall be remitted.

1.6 "Total Fundraising Amount" means the maximum aggregate capital to be raised by the Company as described in the Offering Memorandum.

1.7 "Lock-Up Period" means the 12-month period during which the Tokens may not be transferred or resold.

2. Disclaimers and Legal Compliance

2.1 The Tokens shall be offered and sold only in compliance with applicable laws and regulations. The Company shall not be obligated to sell to any person or entity in any jurisdiction in which such sale would be unlawful.

2.2 Purchaser represents that they are not a resident or citizen of a jurisdiction designated by the Financial Action Task Force (FATF) as a high-risk or non-cooperative jurisdiction, nor are they subject to any sanctions or restrictions preventing participation in such offering.

2.3   Purchaser affirms that they have reached the age of majority and possess full legal capacity under the laws of their jurisdiction.

3.   Purchase and Sale of Tokens

3.1   The Company shall offer Tokens for sale during the Sale Period commencing on April 1, 2025, and concluding on October 31, 2025, or upon reaching the Total Fundraising Amount, whichever occurs first.

3.2   The Company reserves the right to reject or cancel any Token purchase request at its sole discretion.

3.3   Except as otherwise required by applicable law, all purchases are final and non-refundable.

3.4   The Purchaser acknowledges that proceeds from the sale of Tokens shall be used by the Company at its sole discretion.

3.5   The Purchaser affirms that they have reviewed and understood the terms outlined in the Offering Memorandum.

4.   Eligibility and Wallet Compliance

4.1   Purchaser must register, and complete identity verification as required by the Company.

4.2   Purchaser must provide a valid BEP-20 compatible digital wallet address to receive Tokens.

5.   Characteristics and Transfer of Tokens

5.1   Tokens represent non-voting LLC Membership Units.

5.2   Purchasers may be entitled to dividends or distributions, subject to the Company's discretion.

5.3   Prior to transfer, the Purchaser shall execute additional documents as required.

5.4   This Agreement becomes effective upon transfer of Tokens to the Purchaser's wallet.

5.5   Tokens shall be subject to transfer and resale restrictions in accordance with the Offering Memorandum.

5.6   The Agreement shall terminate upon expiration or withdrawal of the Offering Memorandum, achievement of fundraising targets, or failure to meet minimum fundraising thresholds, in which case refunds will be issued less applicable fees.

6.   Payment Terms

6.1   Purchase price per Token is $100 unless otherwise discounted in a Pre-Sale round of $85 for the first 5,882 Tokens.

6.2   Accepted currencies are USD, EUR, USDT, USDC, and others as determined by the Company.

6.3   Payment may be made via wire transfer or cryptocurrency.

6.4   The Company shall transfer Tokens upon receipt and confirm payment.

7.   Representations and Warranties of the Company
The Company represents that:

7.1   It is duly organized, validly existing, and in good standing under Wyoming law.

7.2   It has full authority to execute and deliver this Agreement.

7.3   Execution of this Agreement does not violate applicable laws, regulations, or contracts.

7.4 No third-party approvals are required. (e) Tokens are provided "as-is" without warranty of merchantability or fitness for a particular purpose.

8. Compliance with AML and Anti-Bribery Laws
8.1 Purchaser certifies that no part of the funds used are derived from illegal activity.
8.2 Purchaser shall not cause the Company to violate applicable AML, anti-bribery, or anti-boycott laws.
8.3 Additional documentation may be required to verify identity or source of funds.

9. Representations and Warranties of Purchaser
9.1 Purchaser represents that they have legal capacity to execute and perform this Agreement.
9.2 They are purchasing for their own account and not for resale.
9.3 They have reviewed all relevant documents and obtained independent advice.
9.4 They acknowledge the risks associated with acquiring the Tokens.

10. Limitation of Liability
10.1 The Company's total liability shall not exceed the amount paid by Purchaser.
10.2 The Company is not liable for losses due to incorrect wallet information.
10.3 The Company disclaims all indirect, incidental, or consequential damages.

11. Taxes Purchaser is solely responsible for all applicable taxes. The Company shall not withhold or remit taxes on behalf of the Purchaser.

12. Intellectual Property Purchaser shall acquire no rights in the Company's intellectual property. Use or reproduction is prohibited without express written consent.

13. Miscellaneous
13.1 This Agreement constitutes the entire agreement.
13.2 Amendments require written consent.
13.3 Waivers must be in writing.
13.4 Notices shall be delivered via email.
13.5 Tokens do not grant voting rights.
13.6 No property interest is conferred.
13.7 Agreement may not be assigned without consent, except by the Company in a corporate restructuring.
13.8 Invalid provisions shall not affect the remainder of the Agreement.
13.9 Governing law shall be the laws of the State of Wyoming, with exclusive jurisdiction in its courts.
13.10 Jury trial is waived.
13.11 Purchaser shall execute further documentation as necessary to effectuate this Agreement.

IN WITNESS WHEREOF, the undersigned Purchaser acknowledges and agrees to the terms set forth herein by electronically signing below.

PURCHASER

_____ Date:_____