DOCUMENT PREPARED BY:
BRIDENBAUGH LAW FIRM
Jerry A. Bridenbaugh, Attorney
P.O. Box 254
Culleoka, TN 38451

SEND TAX BILLS TO:
Sheri Lynn Mabey
178 2nd Avenue North, Unit 103
Nashville, TN 37201

Karen Johnson
Batch # 1116021
03/27/2024 02:40:23 PM
Fees: $98.00 Taxes: $185.00
Davidson County
DEEDQC
19 pgs
20240327-0021426

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, this indenture entered into between, **Equity Homes, LLC,** GRANTOR, which expression shall include heirs, assigns and personal representatives, and **Jeff Kendig**, GRANTEE, which expression shall include heirs, assigns and personal representatives.

This conveyance is intended to convey only the Grantor's 10% undivided interest in the property described herein and create a Tenancy in Common between the Grantee and Sheri Lynn Mabey, L&L TN R, LLC, and DHB R, LLC named Grantees of record by prior recorded deed on March 2, 2023, as Instrument Number 20230302-0014645, in the Register's Office for Davidson County, Tennessee.

WITNESSETH:

For the consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, GRANTOR conveys and quitclaims unto GRANTEE all of his rights, title and interests in and to the following described property:

> Unit 103, The Quarters Condominiums, a Horizontal Property Regime Condominiums, as established under Master Deed of record in Instrument 20050902-0106149 in the Register's Office, Davidson County, Tennessee, to which Master Deed reference is hereby made for a more particular description of said unit. Together with an undivided interest in the common elements as shown on said Master Deed.
>
> Being the same property conveyed to Sheri Lynn Mabey, a 50 % undivided interest; and, Equity Homes, LLC, a Tennessee Limite2023,ability Company, a 10% undivided interest; and, L&L TN R LLC, a Wyoming Limited Liability Company, a 20% undivided interest; and, DHB R LLC, a Wyoming Limited Liability Company, a 20% undivided interest, recorded March 2, 2023 as Instrument Number 20230302-0014945 in the Register's Office for Davidson County, Tennessee.

Map & Parcel: 093 02 4A 103.00

This is improved property known as 178 2nd Avenue North, Unit 103, Nashville, Tennessee 37201.

Legal Description obtained from prior deed.

Deed Disclaimers

Preparer of this instrument is Not a Closing Agent under Section 6045 of the Internal Revenue Code, as Amended by the Tax Reform Act of 1986, or Otherwise Amended, in Relation to the Real Property Conveyed Herein.

Preparer of this deed was provided all information for the deed from the Parties and from the title commitment issued by First American Title Insurance Company to the Parties. Preparer has not performed a title search on the Real Property and makes No Representations Concerning the Accuracy of Such Information in Relation to the Real Property Conveyed Herein.

Preparer of this Instrument Makes No Warranties as to the Merchantability or Status of Title in Relation to the Real Property Conveyed Herein.

The preparer of this Instrument has not rendered any tax advice relating to this transaction and has advised both parties to consult with their own tax professionals regarding any tax consequences that may result from this transaction.

Preparer of this Instrument Advised GRANTOR and GRANTEE to Read this Deed and the Above-mentioned Disclaimers.

IN WITNESS WHEREOF, this conveyance has been executed on the 19th day of April, 2023.

Equity Homes, LLC

By: Boyd Camper

Title: President

STATE OF TENNESSEE

COUNTY OF Wilson

Personally appeared before me, the undersigned Boyd A. Campbell with whom we are personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 27 day of March, 2024.

My commission expires:
10/26/2025

Notary Public

CHRISTINE MULLIGAN-WILLEY
STATE OF TENNESSEE
NOTARY PUBLIC
My Commission Expires on 10/26/2025
WILSON COUNTY

STATE OF TENNESSEE

COUNTY OF Wilson

I hereby affirm that the actual consideration for this transfer is $50,000.

Affiant

Subscribed and sworn to before me, this 27 day of March, 2024.

My commission expires:
10/26/2025

Notary Public

CHRISTINE MULLIGAN-WILLEY
STATE OF TENNESSEE
NOTARY PUBLIC
My Commission Expires on 10/26/2025
WILSON COUNTY

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT (the "Agreement") made and entered into this 16th, day of February, 2023(the "Execution Date"),

AMONGST:

SHERI LYNN MAYBE 50% ownership

DHB R LLC 20% ownership

L&L TN R LLC 20% ownership,

EQUITY HOMES LLC 10% ownership
(collectively the "Partners").

BACKGROUND:

A. The Partners wish to associate themselves as partners in business.

B. This Agreement sets out the terms and conditions that govern the Partners within the Partnership.

IN CONSIDERATION OF and as a condition of the Partners entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

Formation

1. By this Agreement the Partners enter into a general partnership (the "Partnership") in accordance with the laws of the State of Tennessee. The rights and obligations of the Partners will be as stated in the applicable legislation of the State of Tennessee (the 'Act') except as otherwise provided in this Agreement.

Name

2. The firm name of the Partnership will be: Individual entities as stated above.

Purpose

3. The purpose of the Partnership will be: Real Estate Ownership and rental management of property located at 178 2nd Ave N, Nashville, Tn 37201

Term

4. The Partnership will begin on February,16th, 2023 and will continue until terminated as provided in this Agreement.

Place of Business

5. The principal office of the business of the Partnership will be located at 178 2nd Ave N 103, Nashville, TN 37201, USA or such other place as the Partners may from time to time designate.

Initial Capital Contributions

6. Each of the Partners has contributed or will contribute to the capital of the Partnership, in cash or property or in non-monetary contributions in agreed upon value, as follows (the "Initial Capital Contribution"):

Partner	Contribution Description	Agreed Value
Sheri Lynn Maybe	• 50% , ownership of property. • Time and effort: Initial daily Operations manager, 25% voting rights, 1/2 responsibility of tax payment, 1/2 monthly HOA costs. • Other: Midland Mortgage Loan informal assumption by DHB RLLC & L&L TN R LLC (remains in Sheri Lynn Maybe name) with an balance amount of $157,968.64 • 50% Remodel costs, participation in property remodel as so agreed. ($80,000 estimated total remodel cost). Repayment as further agreed. Will apply for SBA loan.	• $211.50 (50% mo HOA) 1/2 annual taxes TB $280,000 $40,000

DHB R LLC	20% Ownership of property Informal assumption of half monthly mortgage, balance of $157,968.64 with Midland Mortgage Payment of half HOA outstanding HOA dues thru 3/23 ($49,606.92 full). Payment of 25% monthly HOA dues beginning 3/1/23 ($106.25) 25% Rehabilitation repair cost (estimated $20,000) Participation with remodel as agreed	Monthly Mtg amount TBD $20,031.84(Reinstatement) $24,803.46 (1/2 HOA paid current) $106.25 monthly HOA fee beginning 3/1/23 $20,000 (remodel cost est) 20% taxes (TBD)
L&L TN R LLC	20% ownership of property Informal assumption of half monthly mtg, balance of $157,968.64 Midland Mortgage Co. Payment of Half Outstanding HOA dues thru 3/1/23 Payment 25% mo HOA dues begin 3.1.23 ($106.25) 25% rehabilitation repair cost (estimated $20,000) Participation with remodel as agreed.	Mo Mtg Amt TBD $20,031.84 (reinstatement) $24,803.46 (1/2 Past HOA) $106.25 (mo HOA fee) $20,000 (remodel cost est) 20% taxes (TBD)

EQUITY HOMES LLC	Acquisition of property purchase and partnership negotiations, Agreement. Liaison for all parties, HOA, City officials etc. Participate with remodel as so agreed. NO monetary obligation up front or remodel cost. 10% HOA fees, and 10% tax fees obligation beginning 3/1/23, to be deducted from monthly profits.	$42.30 (mo HOA cost) 10% taxes (TBD)

7. All Partners must contribute their respective Initial Capital Contributions fully by February 17th, 2023.

Additional Capital

8. The capital contribution of a Partner comprises that Partner's Initial Capital Contribution and any additional capital contribution (the "Additional Capital Contribution") made by that Partner to the Partnership at a later date (together the "Capital Contribution"). No Partner will be required to make an Additional Capital Contribution. When the Partnership requires additional capital, each Partner will have the opportunity to make an Additional Capital Contribution in proportion to that Partner's share of the total Capital Contributions to the Partnership. If an individual Partner is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by Partnership business obligations, then by a unanimous vote of the Partners the remaining Partners may contribute in proportion to their existing Capital Contributions to resolve the amount in default.

9. Any advance of money to the Partnership by any Partner in excess of the amounts provided for in this Agreement or subsequently agreed to as Additional Capital Contribution will be deemed a debt owed by the Partnership and not an increase in Capital Contribution of the Partner. This liability will be repaid with interest at rates and times to be determined by a majority of the Partners within the limits of what is required or permitted in the Act. This liability will not entitle the lending Partner to any increased share of the Partnership's profits nor to a greater voting power. Such debts may have preference or priority over any other payments to Partners as may be determined by a majority of the Partners.

Withdrawal of Capital

10. No Partner will withdraw any portion of their Capital Contribution without the express written consent of the remaining Partners.

Capital Accounts

11. An individual capital account (the "Capital Accounts") will be maintained for each Partner and their Initial Capital Contribution will be credited to this account. Any Additional Capital Contributions made by any Partner will be credited to that Partner's individual Capital Account.

Interest on Capital

12. No borrowing charge or loan interest will be due or payable to any Partner on their agreed Capital Contribution inclusive of any agreed Additional Capital Contributions.

Financial Decisions

13. Decisions regarding the distribution of profits, allocation of losses, and the requirement for Additional Capital Contributions as well as all other financial matters will be decided by a 3/4 vote of the Partners.

Profit and Loss

14. Subject to any other provisions of this Agreement, the net profits and losses of the Partnership, for both accounting and tax purposes, will accrue to and be borne by the Partners in equal proportions, unless an Additional Capital Contribution has been made which changed the Initial Capital Contribution proportions of the Partners in which case each Partner will share in the net profit and losses of the Partnership in proportion to the new Capital Contributions (the "Profit and Loss Distribution").

Books of Account

15. Accurate and complete books of account of the transactions of the Partnership will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Partner. The books and records of the Partnership will reflect all the Partnership's transactions and will be appropriate and adequate for the business conducted by the Partnership.

Annual Report

16. As soon as practicable after the close of each fiscal year, the Partnership will furnish to each Partner an annual report showing a full and complete account of the condition of the Partnership. This report will consist of at least the following documents:

a. a statement of all information as will be necessary for the preparation of each Partner's income or other tax returns;

b. a copy of the Partnership's federal income tax returns for that fiscal year; and

c. any additional information that the Partners may require.

Banking and Partnership Funds

17. The funds of the Partnership will be placed in such investments and banking accounts as will be designated by the Partners. Partnership funds will be held in the name of the Partnership and will not be commingled with those of any other person or entity.

Fiscal Year

18. The fiscal year will end on December 31 of each year.

Audit

19. Any of the Partners will have the right to request an audit of the Partnership books. The cost of the audit will be borne by the Partnership. The audit will be performed by an accounting firm acceptable to all the Partners. Not more than one (1) audit will be required by any or all of the Partners for any fiscal year.

Management

20. Except as all of the Partners may otherwise agree in writing, all actions and decisions respecting the management, operation and control of the Partnership and its business will be decided by a 3/4 vote of the Partners.

Contract Binding Authority

21. Each Partner will have authority to bind the Partnership in contract.

Tax Elections

22. The Partnership will elect out of the application of Chapter 63 Subchapter C of the Internal Revenue Code of 1986, in each taxable year in which it is eligible to do so in accordance with Section 6221(b), by making that election in a timely filed return for such taxable year disclosing the name and taxpayer identification number of each Partner.

Meetings

23. Regular meetings of the Partners will be held only as required.

24. Any Partner can call a special meeting to resolve issues that require a vote, as indicated by this Agreement, by providing all Partners with reasonable notice. In the case of a special vote, the meeting will be restricted to the specific purpose for which the meeting was held.

25. All meetings will be held at a time and in a location that is reasonable, convenient and practical considering the situation of all Partners.

Admitting a New Partner

26. A new Partner may only be admitted to the Partnership with a unanimous vote of the existing Partners.

27. Any new Partner agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Partner will execute such documents as are needed to effect the admission of the new Partner. Any new Partner will receive such business interest in the Partnership as determined by a unanimous decision of the other Partners.

Voluntary Withdrawal of a Partner

28. Any Partner will have the right to voluntarily withdraw from the Partnership at any time. Written notice of intention to withdraw must be served upon the remaining Partners at least three (3) months prior to the withdrawal date.

29. The voluntary withdrawal of a Partner will result in the dissolution of the Partnership.

30. A Dissociated Partner will only exercise the right to withdraw in good faith and will act to minimize any present or future harm done to the remaining Partners as a result of the withdrawal.

Involuntary Withdrawal of a Partner

31. Events resulting in the involuntary withdrawal of a Partner from the Partnership will include but not be limited to: death of a Partner; Partner mental incapacity; Partner disability preventing reasonable participation in the Partnership; Partner incompetence; breach of fiduciary duties by a Partner; criminal conviction of a Partner; Expulsion of a Partner; Operation of Law against a Partner; or any act or omission of a Partner that can reasonably be expected to bring the business or societal reputation of the Partnership into disrepute.

32. The involuntary withdrawal of a Partner will result in the dissolution of the Partnership.

33. A trustee in bankruptcy or similar third party who may acquire that Dissociated Partner's interest in the Partnership will only acquire that Partner's economic rights and interests and will not acquire any other rights of that Partner or be admitted as a Partner of the Partnership or have the right to exercise any management or voting interests.

Dissociation of a Partner

34. Where the dissociation of a Partner for any reason results in the dissolution of the Partnership then the Partnership will proceed in a reasonable and timely manner to dissolve the Partnership, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.

35. The remaining Partners retain the right to seek damages from a Dissociated Partner where the dissociation resulted from a malicious or criminal act by the Dissociated Partner or where the Dissociated Partner had breached their fiduciary duty to the Partnership or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Partnership or to the reputation of the Partnership.

Dissolution

36. Except as otherwise provided in this Agreement, the Partnership may be dissolved only with the unanimous consent of all Partners.

Distribution of Property on Dissolution of Partnership

37. In the event of the dissolution of the Partnership, each Partner will share equally in any remaining assets or liabilities of the Partnership, unless an Additional Capital Contribution has been made which changed the Initial Capital Contribution proportions of the Partners in which case the Partners will share the assets or liabilities in proportion to their respective Capital Contributions (the "Dissolution Distribution").

38. Upon Dissolution of the Partnership and liquidation of Partnership Property, and after payment of all selling costs and expenses, the liquidator will distribute the Partnership assets to the following groups according to the following order of priority:

    a. in satisfaction of liabilities to creditors except Partnership obligations to current Partners;

b. in satisfaction of Partnership debt obligations to current Partners; and then

c. to the Partners according to the Dissolution Distribution described above.

39. The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Partnership assets after liabilities or any insufficiency in Partnership assets in resolving liabilities under this section will be shared by the Partners according to the Dissolution Distribution described above.

Valuation of Interest

40. In the absence of a written agreement setting a value, the value of the Partnership will be based on the fair market value appraisal of all Partnership assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Partners. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Partners. A withdrawing Partner's interest will be based on that Partner's proportion of the Dissolution Distribution described above, less any outstanding liabilities the withdrawing Partner may have to the Partnership. The intent of this section is to ensure the survival of the Partnership despite the withdrawal of any individual Partner.

41. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Partnership books immediately prior to valuation.

Goodwill

42. The goodwill of the Partnership business will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Title to Partnership Property

43. Title to all Partnership Property will remain in the name of the Partnership. No Partner or group of Partners will have any ownership interest in such Partnership Property in whole or in part.

Voting

44. Any vote required by the Partnership will be assessed where each Partner receives one vote carrying equal weight.

Force Majeure

45. A Partner will be free of liability to the Partnership where the Partner is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Partner has communicated the circumstance of said event to any and all other Partners and taken any and all appropriate action to mitigate said event.

Duty of Loyalty

46. No Partner will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Partnership or that would be in direct conflict of interest to the Partnership without the unanimous written consent of the remaining Partners. Any and all businesses, ventures or transactions with any appearance of conflict of interest must be fully disclosed to all other Partners. Failure to comply with any of the terms of this clause will be deemed an Involuntary Withdrawal of the offending Partner and may be treated accordingly by the remaining Partners.

Duty of Accountability for Private Profits

47. Each Partner must account to the Partnership for any benefit derived by that Partner without the consent of the other Partners from any transaction concerning the Partnership or any use by that Partner of the Partnership property, name or business connection. This duty continues to apply to any transactions undertaken after the Partnership has been dissolved but before the affairs of the Partnership have been completely wound up by the surviving Partner or Partners or their agent or agents.

Duty to Devote Time

48. Each Partner will devote such time and attention to the business of the Partnership as the majority of the Partners will from time to time reasonably determine for the conduct of the Partnership business.

Forbidden Acts

49. No Partner may do any act in contravention of this Agreement.

50. No Partner may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Partner in the Partnership.

51. No Partner may do any act that would make it impossible to carry on the ordinary business of the Partnership.

52. No Partner may confess a judgment against the Partnership.

53. No Partner will have the right or authority to bind or obligate the Partnership to any extent with regard to any matter outside the intended purpose of the Partnership.

54. Any violation of the above Forbidden Acts will be deemed an Involuntary Withdrawal of the offending Partner and may be treated accordingly by the remaining Partners.

Indemnification

55. All Partners will be indemnified and held harmless by the Partnership from and against any and all claims of any nature, whatsoever, arising out of a Partner's participation in Partnership affairs. A Partner will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Partner or the breach by the Partner of any provisions of this Agreement.

Liability

56. A Partner will not be liable to the Partnership, or to any other Partner, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement or the Partnership.

Liability Insurance

57. The Partnership may acquire insurance on behalf of any Partner, employee, agent or other person engaged in the business interest of the Partnership against any liability asserted against them or incurred by them while acting in good faith on behalf of the Partnership.

Life Insurance

58. The Partnership will have the right to acquire life insurance on the lives of any or all of the Partners, whenever it is deemed necessary by the Partnership. Each Partner will cooperate fully with the Partnership in obtaining any such policies of life insurance.

Amendments

59. This Agreement may not be amended in whole or in part without the unanimous written consent of all Partners.

Governing Law and Jurisdiction

60. This Agreement will be construed in accordance with and exclusively governed by the laws of the State of Tennessee

61. The Partners submit to the jurisdiction of the courts of the State of Tennessee for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Definitions

62. For the purpose of this Agreement, the following terms are defined as follows:

a. "Additional Capital Contributions" means Capital Contributions, other than Initial Capital Contributions, made by Partners to the Partnership.

b. "Capital Contribution" means the total amount of cash or Property contributed to the Partnership by any one Partner.

c. "Dissociated Partner" means any Partner who is removed from the Partnership through a voluntary or involuntary withdrawal as provided in this Agreement.

d. "Expulsion of a Partner" can occur on application by the Partnership or another Partner, where it has been determined that the Partner:

i. has engaged in wrongful conduct that adversely and materially affected the Partnership's business;

ii. has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Partnership or to the other Partners; or

iii. has engaged in conduct relating to the Partnership's business that makes it not reasonably practicable to carry on the business with the Partner.

e. "Initial Capital Contribution" means Capital Contributions made by any Partner to acquire an interest in the Partnership.

f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

Miscellaneous

63. Time is of the essence in this Agreement.

64. This Agreement may be executed in counterpart.

65. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

66. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

67. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

68. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Partner's successors, assigns, executors, administrators, beneficiaries, and representatives.

69. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

70. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

71. ADDITIONAL TERMS: Property taxes and Midland Mortgage addresses to be updated to 735 Burgess Dr, Goodlettsville, TN, 37072. Property taxes to be paid annually. Short Term Rental license to be kept current and responsibility of Sheri Lynn Maybe.

72. Operating Manager: Initial operating manager to be Sheri Lynn Maybe. Position shall be voted in at annual business meeting held May 1st. Manager unavailable to perform duties for any 60 consecutive period can be removed upon unanimous vote. Position may be outsourced upon 3/4 vote. All partners shall have unrestricted access to the HOA portal, banking accounts, online access to rental management database.

73. Selling of Partners interest: Any partner wishing to sale his/her interest must first offer said interest equally to remaining partners (1/3 each) voting rights shall transfer in accordance with ownership percentage purchased. Property can then be offered outside partnership if declined by all partners. Should property not be produce monthly profits within 18 months of this agreement, property can be put up for sale with 3/4 vote. Sale price shall be determined upon an agreed upon commercial appraisal and listed for sale at such appraised value. Appraisal shall also be used for any partnership sale to remaining partners.

74. Use of property by partners. Any advanced booking for personal use, family, friends shall be discounted the partners ownership percentage. Partners may use property same day without cost if vacant after 4:00 pm that day. Partners have option to waive cleaning fee and be responsible for cleaning themself.

75. Repayment of advanced fees: DHB R LLC & L&L TN R LLC to take over payments of Midland mortgage as of 3/1/23. All HOA, taxes paid beginning from 3/1/2023 will be kept current by DHB / L&L. Upon property realizing a profit, any profits shall be credited back to DHB/L&L for tax & HOA advancements made. No profit shall pass onto partners until advance HOA and taxes are repaid.

_____ Date__

INDIVIDUAL Sheri Lynn Maybe (Partner)

_____ Date__

DHB R LLC. Dan Heich (Partner)

_____ Date__

L&L TN R LLC. Les Lazarus (Partner)

_____ Date

EQUITY HOMES LLC. Boyd Camper
(Partner)