

GENERAL PARTNERSHIP AGREEMENT

This General Partnership Agreement (hereinafter the "Agreement"), dated (the "Effective Date") is hereby made and entered into by and between the following Partners (collectively referred to as the "Partners"):

Dare Minority Coalition Inc., 100 E. Dunn St., Nags , North Carolina 27959;

And,

North Carolina Businesses Entities , , , North Carolina ;

WHEREAS, the above-mentioned Partners wish to associate themselves as partners in a business enterprise (hereinafter the "Partnership") as set forth in this Agreement; and

WHEREAS, the Partners acknowledge that they have read and understood all the terms and conditions set forth in this Agreement and hereby agree to be bound by same; and

WHEREAS, this Partnership shall remain in full force and effect until it is otherwise terminated or dissolved according to the terms set forth in this Agreement or by operation of law;

NOW, THEREFORE, in consideration of and as a condition for the Partners entering into this Agreement, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Partners, all Partners hereby agree as follows:

I. **NAME**

The Partnership being created by this Agreement shall be known as Re-Entry Resource App.. The entirety of the business of the Partnership shall be conducted under said name, or such other name as may be mutually agreed upon by the Partners in the future.

II. **FORMATION**

The Partnership is hereby created in accordance with the laws of the State of North Carolina.

The principal place of business of the Partnership shall be 100 Dun St. , Nags Head, North Carolina 27959. The books and records of the Partnership shall be kept at that location. However, additional or subsidiary places of business may be established at such other locations as may be determined by mutual consent of the Partners.

If applicable, it shall be the Partners' responsibility to obtain all necessary licenses and registrations to do business within the State of North Carolina or elsewhere as required by applicable laws.

III. **PURPOSE**

The primary purpose of the Partnership shall include, but not be limited to, the following:

No risk allowing small/large businesses to present their resources on the the Re-Entry Resources App. for \$250. For the launching in 2022. REFUNDABLE Payments received by 7/7/2021 will help determine the further production of the Re-Entry Resource App.

The goal is to attain at 15 main resources in from multiple Counties in NC. This will be the starting resources that will be available for returning citizens and veterans. .

IV. **INITIAL CONTRIBUTIONS**

The Partners shall make an Initial Contribution to the Partnership as follows:

Partner Name

Initial Contribution

Dare Minority Coalition Inc.

\$13,000.00

North Carolina Businesses Entities

\$13,000.00

The Initial Contribution of each Partner shall be made in full on or before 07/07/2021. All Initial Contributions shall be deemed final and not be subject to withdrawal unless there is written consent from all Partners.

All transfers of property made in lieu of, or in addition to, the Initial Capital Contributions shall be made directly to the Partnership on or before the above-mentioned date.

V. **SUBSEQUENT CONTRIBUTIONS**

In addition to the Initial Contributions stated above, any further or additional Capital Contributions to the Partnership shall only be permitted by way of written consent of all the Partners.

Should the Partners be required to make an Additional Capital Contribution due to insufficient cash flow to pay the obligations of the Partnership, or any other reason agreed to by all Partners pursuant to the terms of this Agreement, then the Partners shall make such Additional Contributions within thirty (30) days from the date of any such written demand. Each Partner's Additional Contribution shall be based upon such Partner's pro rata ownership interest in the Partnership. Any and all sums raised by the Partners pursuant to this section shall be used solely for Partnership purposes.

VI. **OWNERSHIP INTERESTS**

The Partners' ownership interests in the Partnership shall be as follows:

Partner Name	Ownership Interest
Dare Minority Coalition Inc.	100%
North Carolina Businesses Entities	0%

Any and all property owned by the Partnership, despite whether real or personal, tangible or intangible, shall be deemed to be owned by the Partnership as an entity. No Partner shall have any direct ownership of any Partnership property.

VII. **VOTING RIGHTS**

The Partners' ability to make decisions on behalf of the Partnership shall be defined as follows:

The affairs of the Partnership shall be determined by majority vote, with votes cast by the percentage of ownership as stated in this Agreement.

VIII. **PROFITS & LOSSES**

The Partners hereby agree that the Partnership finances shall be audited on the following basis: once per year.

Accounting will be conducted on a cash basis and the Partner in charge of accounting of all profits and losses will be Dare Minority Coalition Inc..

Upon auditing the Partnership's finances, the net profit and loss of the Partnership shall be divided

in the same proportion as the Partner's respective Capital Contributions. The Partners may, according to the voting rights stated herein, decide to distribute profits or allocate such profits to the Partnership. If approved, such distributions shall be made on the day of each month.

IX. FISCAL YEAR & RECORDS

The Partnership's fiscal year shall be based on a calendar year with each Fiscal Year ending on December 31, 2020. All Partners shall present their report on the status of the Partnership within two (2) weeks of the end of the Fiscal year.

Record books of accounts and receipts of the transactions of the Partnership shall be kept at its principal place of business and shall be available for inspection by the Partners at all times. Each Partner is required to report all transactions related to Partnership business promptly and accurately.

X. SALARY, WORK HOURS & VACATION

Except as otherwise stipulated in this Agreement, or by decision of the Partners, none of the Partners shall receive any manner of salary, fee, or draw for any services or consultations rendered to or on behalf of the Partnership.

XI. PARTNERS' ROLES

The Partners may make, enter into, deliver and perform on all contracts, agreements or undertakings of the Partnership, and pay all costs and expenses and perform any and all acts which may be deemed appropriate in an effort to carry out the Partnership purpose, subject to the limitations contained in this Agreement and current applicable law.

In addition, the Partners shall be assigned specific roles within the Partnership as follows:

Partner Name	Assigned Role
Dare Minority Coalition Inc.	Inventor/Owner
North Carolina Businesses Entities	Refundable Payment To Re-Entry App.

When acting in the pursuit of the roles assigned to each Partner as specified herein, each Partners shall act in good faith with regards to the performance of his/her obligations, and shall have no liability or obligation to any other Partner or the Partnership for any decision made or any action taken in connection with the execution of their fiduciary duties hereunder if such decision or action is made or taken in good faith and inn the exercise of due care in connection with the Partnership business.

XII. TAXES

Each Partner shall be responsible for his/her own taxes on any distributions made by the Partnership.

Each Partner hereby agrees to execute all agreements, certificates, tax statements, tax returns and other documents as may be required by law to effectuate the provisions of this Agreement.

Every Fiscal Year, a full annual Partnership tax return for the preceding year shall be furnished to the Partners for their review and acceptance in a timely manner that will comply with all reporting deadlines.

XIII. NEW PARTNERS

Should the Partners unanimously agree to add new partners to the Partnership, this Agreement shall be immediately amended to include the new partners and reflect the necessary changes to

the terms herein, including a change to the name of the Partnership if necessary.

XIV. TERMINATION OF THE PARTNERSHIP

This Partnership shall terminate upon the death, bankruptcy or certified incompetency of any Partner unless the remaining Partners unanimously agree that they will continue the business of the Partnership.

In such case, the remaining Partners will have the option to buyout the shares of the Absent Partner in equal amounts by all Partners, or, should all remaining Partners agree, the shares of the Absent Partner may be bought by a non-partner who shall replace the Absent Partner.

If no agreement is reached by the Partnership regarding the shares of the Absent Partner within ten (10) days, then the Partnership shall be dissolved as stated in this Agreement or by operation of law.

XV. DISSOLUTION

Should the Partnership be dissolved by unanimous vote of the Partners, or by reason of death or withdrawal of a Partner as stated in Article XIV above, the Partnership assets shall be liquidated and all debts paid. Any remaining funds after all Partnership debts have been paid shall be distributed to the remaining Partners based upon their respective ownership interests as stated in this Agreement.

The dissolution of the Partnership may be temporarily delayed only for the limited period necessary to avoid unreasonable loss of Partnership property or business.

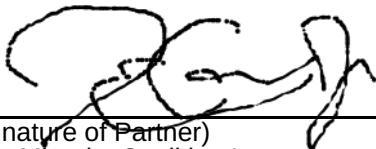
Any Partner who, with notice that an event requiring dissolution of the Partnership has occurred, sustains a Partnership liability by an act that is not appropriate for wrapping-up the Partnership business shall be liable to the Partnership for any loss created or caused to the Partnership arising from that liability.

XVI. AMENDMENTS & NOTICES

This Agreement may be amended or modified at any time only if the Partners agree to such an amendment or modification in writing according to the voting rights stated in this Agreement.

Any amendment or other notices which may be required by this Agreement shall be sent to the Partners by personal service or by certified or registered mail, return receipt requested, at the address previously provided by each party.

IN WITNESS WHERE OF, this Agreement has been executed and delivered in the manner prescribed by law as of the Effective Date first written above.



(Signature of Partner)
Dare Minority Coalition Inc.
100 E. Dunn St.,
Nags, North Carolina
27959

9/19/202

(Date)

(Signature of Partner)
North Carolina Businesses Entities

(Date)

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