

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT (the "Agreement") made and entered into this _____ day of _____, _____ (the "Execution Date"),

AMONGST:

Hugh Buys Homes LLC of PO Box 13392 San Antonio, Texas 78213-0392, and

_____ of

_____ (individually the "Partner" and 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 Texas. The rights and obligations of the Partners will be as stated in the applicable legislation of the State of Texas (the 'Act') except as otherwise provided in this Agreement.

Name

2. The firm name of the Partnership will be: _____ N/A _____

Purpose

3. The purpose of the Partnership will be: Short Term Real Estate Property Agreement.

Term

4. The Partnership will begin on _____, 2024 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 _____N/A_____ 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 |
|---|---|--|
| Hugh Buys Homes LLC | <ul style="list-style-type: none"> Time and effort: Acquiring, developing, constructing and or repairing as needed to market and sell the property in the future as seen fit by Hugh Buys Homes LLC, with an approximate value of \$250,000.00 | 7. \$ _____ _____ — |
| 8. _____ _____ — | <ul style="list-style-type: none"> Other: Transfer of ownership interest in full, of property outlined in the documents, with an approximate amount of | <ul style="list-style-type: none"> \$ _____ _____ — |
| <ul style="list-style-type: none"> _____ _____ — | <ul style="list-style-type: none"> Other: Transferring ownership of said property to Hugh Buys Homes LLC, in exchange for 50% of the NET profits of the properties sale price once sold. | <ul style="list-style-type: none"> \$10.00 |

9. All Partners must contribute their respective Contributions fully by _____ 20____.

Additional Capital

10. 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 Partner may contribute in proportion to their existing Capital Contributions to resolve the amount in default.

11. 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

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

Capital Accounts

13. N/A.

Interest on Capital

14. N/A

Financial Decisions

15. 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 unanimous vote of the Partners.

Profit and Loss

- 16.

| | PROFIT UPON SALE PERCENT |
|---------------------|---------------------------------|
| Hugh Buys Homes LLC | 50% |
| ** | 50% |
| | |

Books of Account

17. 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

18. N/A

Banking and Partnership Funds

19. N/A

Fiscal Year

20. N/A

Audit

21. Any of the Partners will have the right to request an audit of the Partnership books.

Management

22. Hugh Buys Homes LLC will be the Managing Partner. The term "Managing Partner" will also include any party subsequently appointed to that role.
23. In addition to day-to-day management tasks, the Managing Partner's duties will include keeping, or causing to be kept, full and accurate business records for the Partnership according to generally accepted accounting principles (GAAP) and overseeing the preparation of any reports considered reasonably necessary to keep the Partners informed of the business performance of the Partnership.

24. The Managing Partner will not be liable to the remaining Partners for any action or failure to act resulting in loss or harm to the Partnership except in the case of gross negligence or willful misconduct.
25. The Managing Partner is authorized and may retain, or otherwise secure or enter into contracts with persons or firms as from time to time may be required in the management of the Partnership's business including, but not limited to, arrangements with sales companies, attorneys, accountants, brokers, advertising and insurance companies.

Contract Binding Authority

26. Only the Managing Partner will have the authority to bind the Partnership in contract.

Partnership Representative

27. Hugh Buys Homes LLC will be the partnership representative (“the Partnership Representative”) with the sole authority to act on behalf of the Partnership.

Meetings

28. Regular meetings of the Partners will be held only as required.
29. Any Partner can call a special meeting to resolve issues.
30. 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

31. No new Partners may be admitted into the Partnership.

Voluntary Withdrawal of a Partner

32. 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 one (1) year prior to the withdrawal date.
33. The voluntary withdrawal of a Partner will result in the dissolution of the Partnership, but, NOT the dissolution of prior agreements or contracts signed.
34. 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

35. 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.
36. The involuntary withdrawal of a Partner will result in the dissolution of the Partnership, but, NOT the dissolution of prior agreements or contracts signed.
37. 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

38. 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.
39. 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

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

Valuation of Interest

41. 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.
42. 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

43. 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

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

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 Texas

61. The Partners submit to the jurisdiction of the courts of the State of Texas 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.

Additional Clause

63. By initializing this clause, both partners agree that this contract is for the sole purpose of acquiring property from the owner and transferring ownership to Hugh Buys Homes LLC, then, construction and or repairs made to enhance the value of the property and ultimately sell the property, on the open market for a profit and divide the NET profit equally, at a rate of 50% each. Once done, the partnership will end.

64. INITIAL HERE _____ and

Miscellaneous

65. Time is of the essence in this Agreement.

66. This Agreement may be executed in counterpart.
67. 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.
68. 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.
69. 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.
70. 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.
71. 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.
72. 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.

IN WITNESS WHEREOF the Partners have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Hugh Buys Homes LLC

WITNESS: _____

Per: _____ (Seal)

WITNESS: _____

(Partner)

WITNESS: _____

(Partner)