Founding Family Partnership Agreement

A Sacred Agreement of Mutual Trust and Shared Vision

Effective Date: ________________, 2026

Agreement Reference: LBC-FPA-2026-001

Complementary Document: This Agreement operates alongside and complements the Executive Partner Agreement (LBC-EPA-2026-001), dated February 7, 2026, which governs the broader four-partner structure of Light Brands Consulting.

PARTIES

This Founding Family Partnership Agreement ("Agreement") is entered into by and between the three Founding Families of Light Brands Consulting:

1. **The Lawless Family** — Daniel Lawless and Jennifer Lawless, of 58 Holden Rd, Shirley, MA 01464, United States
2. **The Courchesne Family** — Nicholas Courchesne and Nancy Courchesne, of 16 Ch du Barrage, Chelsea, QC J9B 1N2, Canada
3. **The Demou Brothers** — Andreas Demou and Mike Demou, of 14 Andrea Ioannou, Paphos 8047, Cyprus

(individually, a "Founding Family" and collectively, the "Founding Families")

RECITALS

WHEREAS, the Founding Families are the original architects and visionaries behind Light Brands Consulting (the "Business"), each holding a thirty percent (30%) equity interest;

WHEREAS, the Founding Families have entered into an Executive Partner Agreement (LBC-EPA-2026-001) with ADMS LLC (Jason Sparks), who holds a ten percent (10%) equity interest and has committed a capital contribution of One Hundred Thousand United States Dollars (USD $100,000) to the Business;

WHEREAS, the Founding Families collectively hold ninety percent (90%) of the Business and wish to establish their own internal governance framework for decision-making at the family partnership level;

WHEREAS, GVG AC Enterprises, an Ontario, Canada corporation owned and controlled by Nicholas Courchesne, serves as the interim operating and shell entity for the Business as set forth in the Executive Partner Agreement;

WHEREAS, this Agreement is intended to govern the relationship among the Founding Families and their internal decision-making process, complementing but not contradicting the Executive Partner Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and for the bonds of trust and shared vision that unite the Founding Families, the parties agree as follows:

Article I: Foundation of Equality

1.1 Founding Family Ownership

Each Founding Family holds a **thirty percent (30%) equity interest** in Light Brands Consulting, as established in the Executive Partner Agreement (Section 1.2). Together, the Founding Families hold ninety percent (90%) of the Business.

Founding Family	Ownership Interest
The Lawless Family	30%
The Courchesne Family	30%
The Demou Brothers	30%
Founding Family Total	**90%**

1.2 Fourth Partner

ADMS LLC (Jason Sparks) holds the remaining ten percent (10%) equity interest pursuant to the Executive Partner Agreement. ADMS LLC is not a party to this Agreement. The terms governing ADMS LLC's rights, obligations, and capital contribution are set forth exclusively in the Executive Partner Agreement.

1.3 Equal Voice

Each Founding Family shall have **one vote** in all matters requiring Founding Family consensus under this Agreement. No family's voice carries more weight than another's. We are equals in every sense.

1.4 Anti-Dilution

No Founding Family's ownership percentage shall be diluted without the consent of all three Founding Families, consistent with the protections established in the Executive Partner Agreement (Section 10.1).

Article II: Business Structure & Focus Areas

2.1 The Light Brands Collective

Our partnership operates under the umbrella of **Light Brands Consulting** — a collective of families united in purpose. The Business serves as both an operating company and a vehicle through which we enter future partnerships and ventures.

2.2 Interim Operating Entity

As established in the Executive Partner Agreement (Article 3), the interim operating entity is:

GVG AC Enterprises
An Ontario, Canada corporation
Owned and controlled by Nicholas Courchesne

GVG AC Enterprises holds all Business assets, revenues, and contracts in trust for the benefit of the partnership. The use of this entity does not grant any preferential rights to the Courchesne Family beyond their 30% ownership interest. Upon implementation of the final legal structure, all assets shall be transferred to the successor entity as directed by the Founding Families.

2.3 Three Pillars of Focus

Our collective shall concentrate its efforts across three distinct but interconnected service lines:

Pillar 1: Consulting Services (Low Friction Entry)

Revenue Range: $1,000 - $15,000 per engagement

Strategic AI consulting services designed as accessible entry points for organizations seeking transformation:

- AI strategy and readiness assessments
- Low-friction, high-value advisory services
- Client relationship-building foundation
- Pipeline development for deeper engagements

Pillar 2: Implementation Services (Stewardship Council Projects)

Revenue Range: $20,000 - $250,000 per project

Light-aligned implementation projects delivered through our Stewardship Council model:

- Full-service AI and technology implementation
- Projects selected through collective discernment
- Emphasis on alignment with our values and vision
- Deeper partnerships with clients who share our philosophy

Pillar 3: Light Brands Owned SaaS Products

Ownership: 100% collectively owned

Micro-SaaS brands built on the principle of **minimal code, maximum value**:

- Fully autonomous delivery systems
- Focused, single-purpose applications
- Built to serve without constant attention
- Revenue-generating assets owned entirely by our collective

2.4 Future Partnerships

The Business may be brought into additional partnerships and ventures as opportunities arise. Any such arrangements shall be subject to the decision-making processes outlined in Article IV.

Article III: Financial Structure

3.1 Capital Contributions — Acknowledgment

The Founding Families acknowledge the following capital contributions to the Business:

ADMS LLC Investment

ADMS LLC (Jason Sparks) has committed **One Hundred Thousand United States Dollars (USD $100,000)** to the Business as operating and growth capital, as set forth in the Executive Partner Agreement (Sections 2.1-2.3). This investment is treated as operating capital, does not accrue interest, and carries no repayment obligation except through pro rata distributions or dissolution proceeds.

Nicholas Courchesne Startup Loan

Nicholas Courchesne advanced **Fifteen Thousand United States Dollars (USD $15,000)** to the Business for initial operating expenses and advertising budget. As documented in the Executive Partner Agreement (Sections 2.4-2.5), this advance is treated as a loan bearing zero percent (0%) interest, to be repaid within twelve (12) months of the commencement of Business operations from Business revenues prior to any distributions to Partners.

Founding Family Non-Cash Contributions

The non-cash contributions of Daniel Lawless and Andreas Demou — including intellectual capital, operational infrastructure, business relationships, client pipeline, and sweat equity — are acknowledged as the consideration supporting their respective 30% equity allocations, consistent with the Executive Partner Agreement (Section 2.7).

3.2 Acknowledgment of Courchesne Contributions

The Founding Families recognize and appreciate Nicholas Courchesne's multiple contributions to the partnership's foundation:

- Providing the $15,000 interest-free startup loan enabling operations without external debt
- Playing a material role in securing the ADMS LLC $100,000 investment
- Making GVG AC Enterprises available as the interim operating entity
- Contributing intellectual capital, sweat equity, and business relationships

These contributions reflect the spirit of mutual support that defines our partnership.

3.3 Distribution Waterfall

All revenue generated by the collective shall be distributed according to the following priority:

Priority 1: Operating Expenses

All legitimate operating expenses of the Business shall be paid first, including but not limited to:

- Software and infrastructure costs
- Professional services (legal, accounting)
- Marketing and business development
- Insurance and compliance
- Any other costs necessary to operate the business

Priority 2: Loan Repayment

The $15,000 startup loan to Nicholas Courchesne shall be repaid from Business revenues before any profit distributions, per the terms established in the Executive Partner Agreement.

Priority 3: Reserve Fund (30%)

After operating expenses and loan obligations are satisfied, **thirty percent (30%)** of remaining revenue shall be allocated to reserve funds:

- **10% to each Founding Family's individual reserve account**
- Each family maintains autonomous control over their reserve portion
- Families may direct their reserve funds according to their own judgment and values
- No family may dictate how another family utilizes their reserve

Priority 4: Profit Distribution (70%)

The remaining **seventy percent (70%)** after operating expenses, loan repayment, and reserves shall be distributed equally:

- **One-third (1/3) to each Founding Family**
- Distributions to occur on a schedule determined by the Founding Families
- All distributions subject to maintaining adequate operating capital

3.4 Reserve Fund Autonomy

Each Founding Family shall have complete discretion over their portion of the reserve fund. This may include but is not limited to:

- Reinvestment into the collective
- Personal family investments
- Charitable giving
- Emergency savings
- Any use the family deems appropriate

This autonomy reflects our trust in each other's judgment and our recognition that each family has unique circumstances and priorities.

3.5 Relationship to Pro Rata Distributions

The distribution waterfall described in this Article governs the internal financial arrangements among the Founding Families with respect to their collective 90% share. All distributions to ADMS LLC (10%) shall be made pro rata as set forth in the Executive Partner Agreement (Section 1.5), calculated on their share before the reserve and distribution split described herein is applied to the Founding Family portion.

Article IV: Governance & Decision-Making

4.1 Supermajority Rule

All decisions at the Founding Family level shall be made by a **supermajority vote of two-thirds (2/3)**, meaning at least two of the three Founding Families must agree to move forward.

This structure ensures that:

- No single family can unilaterally direct the course of our partnership
- No single family can indefinitely block progress
- Decisions carry the weight of genuine consensus

4.2 Scope of Founding Family Decisions

The following decisions shall be made by the Founding Families under the 2/3 supermajority process:

(a) Strategic direction and major business pivots

(b) Allocation of capital and approval of budgets

(c) Selection and prioritization of projects across all three pillars

(d) Hiring, removal, and compensation of key leadership and team members

(e) Approval of new client engagements exceeding $50,000

(f) Distribution schedules and reserve fund policies

(g) Transition from virtual quarterly reviews to funded partner retreats

(h) Any matter a Founding Family brings forward as requiring formal vote

(i) Formation of the final legal, tax, and IP protection structure

(j) Operational policies and day-to-day business guidelines

4.3 Relationship to Executive Partner Agreement Governance

Certain decisions require **unanimous consent of all four Partners** (including ADMS LLC) as set forth in Article 5 of the Executive Partner Agreement. These are limited to: expenditures exceeding USD $10,000 from investment capital, changes to equity ownership percentages, admission of new partners, and amendments to the Executive Partner Agreement.

For all such matters, the Founding Families shall first align among themselves using the 2/3 supermajority process before bringing the matter to the full four-partner vote.

4.4 Good Faith Deliberation

Before any vote, we commit to:

- Sharing our perspectives openly and honestly
- Listening with genuine intent to understand
- Seeking solutions that honor all concerns
- Giving adequate time for reflection when needed
- Never rushing decisions that deserve careful thought

Article V: Our Commitments to One Another

5.1 Transparency

We will share information openly and proactively. There shall be no hidden agendas, no withheld concerns, no surprises that could have been shared. When in doubt, we communicate.

5.2 Honesty

We will speak truth to one another, even when it is difficult. We trust that honest feedback, delivered with care, strengthens rather than weakens our bond.

5.3 Respect

We will honor each family's unique strengths, perspectives, and circumstances. We recognize that each family may have different capacities at different times, and we extend grace accordingly.

5.4 Loyalty

We are committed to one another's success. When one family faces challenges, the others step forward. We win together or we learn together — there is no other way.

5.5 Long-Term Thinking

We build for generations, not quarters. We will resist short-term pressures that compromise our values or our relationships.

Article VI: Communication & Quarterly Reviews

6.1 Regular Connection

We commit to maintaining regular communication, including:

- Scheduled Founding Family meetings (frequency to be determined together)
- Informal check-ins as relationships naturally allow
- Prompt communication when time-sensitive matters arise

6.2 Quarterly Financial & Business Reviews

The Founding Families commit to conducting **quarterly reviews** of the business, occurring once every three months. These reviews shall include:

Review Content

- **Financial Overview:** Revenue, expenses, profit/loss, and cash flow analysis
- **Business Performance:** Progress across all three pillars (Consulting, Implementation, SaaS)
- **Strategic Assessment:** Evaluation of current initiatives and market opportunities
- **Loan Status:** Progress toward repayment of the $15,000 startup loan
- **Investment Utilization:** Report on deployment of ADMS LLC capital contribution
- **Partnership Health:** Open discussion of how the partnership is functioning

Review Format

- Initially conducted via video conference or in-person meeting
- All three Founding Families (or their designated representatives) shall participate
- Meeting notes and financial summaries shall be documented and shared

6.3 Evolution to Partner Retreats

As the business grows and becomes financially sustainable, these quarterly reviews shall evolve into **quarterly partner retreats**:

- **Company-Funded:** All retreat expenses (travel, lodging, meals, venue) shall be paid by Light Brands as a legitimate business expense

- **In-Person Gatherings:** Partners shall gather in person for deeper connection and strategic planning
- **Team Inclusion:** As the team grows, key team members may be invited to participate
- **Location Rotation:** Retreats may rotate locations to share the experience of each family's region

The transition from virtual reviews to funded retreats shall occur when the collective determines it is financially prudent, subject to 2/3 supermajority approval.

6.4 Quarterly Accounting Reviews

In addition to Founding Family reviews, all four Partners (including ADMS LLC) shall participate in quarterly accounting reviews as required by the Executive Partner Agreement (Section 4.4).

6.5 Addressing Concerns

When concerns arise, we agree to:

1. Raise them directly with the relevant parties first
2. Assume positive intent until proven otherwise
3. Seek to understand before seeking to be understood
4. Involve all families when matters affect the whole partnership

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Article VII: Conflict Resolution

7.1 Internal Resolution

Should disagreements arise among the Founding Families, we commit to:

1. First, taking time for reflection and cooling of emotions
2. Second, engaging in facilitated dialogue if needed
3. Third, seeking mediation before any formal dispute process
4. Always, remembering that our relationship transcends any single disagreement

7.2 Formal Dispute Resolution

Should internal resolution fail, disputes among the Founding Families shall be resolved through the dispute resolution mechanisms established in the Executive Partner Agreement (Article 11), including good faith negotiation, mediation, and binding arbitration.

Article VIII: Term & Annual Re-Agreement

8.1 Initial Term

The financial terms and business structure outlined in this Agreement shall govern our Founding Family partnership for an initial term of **one (1) year** from the Effective Date.

8.2 Philosophy of Flexible Evolution

We recognize that:

- Businesses evolve, and our agreements should evolve with them

- What works in year one may need adjustment in year two
- Flexibility is a strength, not a weakness
- Regular reassessment keeps our partnership healthy and aligned

8.3 Annual Re-Agreement Process

At the conclusion of each one-year term, the Founding Families shall:

1. **Review the Year**
    - Assess what worked well and what could improve
    - Review financial performance across all three pillars
    - Evaluate whether the current structure serves our collective goals
2. **Discuss Proposed Changes**
    - Any family may propose modifications to financial terms
    - All proposals shall be considered with open minds
    - Discussions shall honor our commitment to good faith deliberation
3. **Renew or Revise**
    - By 2/3 supermajority, renew the existing terms for another year
    - Or, by 2/3 supermajority, adopt revised terms that better serve our evolving needs
    - The foundational principles of equality and trust (Article I) remain constant

8.4 Continuity Between Terms

Should the annual re-agreement process extend beyond the term expiration, the existing terms shall remain in effect until new terms are agreed upon or the partnership concludes through proper process.

Article IX: Relationship to the Executive Partner Agreement

9.1 Complementary Documents

This Agreement and the Executive Partner Agreement (LBC-EPA-2026-001) are complementary documents that together govern the full partnership structure of Light Brands Consulting:

- **This Agreement** serves as the **primary governing document** and **source of truth** for the business operations, strategic direction, governance, and decision-making of Light Brands Consulting.
- **The Executive Partner Agreement** governs the investment relationship with ADMS LLC, the protection of contributed capital, and those matters specifically requiring unanimous four-partner consent as defined therein.

9.2 Hierarchy

This Agreement shall serve as the **source of truth** for the overall business of Light Brands Consulting, including:

- Strategic direction and operational decisions
- The 2/3 supermajority decision-making process
- The distribution waterfall (reserve fund and profit split among Founding Families)

- The annual re-agreement process
- Values and commitments among the Founding Families
- All matters not specifically reserved for unanimous four-partner consent under the Executive Partner Agreement

Where this Agreement and the Executive Partner Agreement address the same matter, this Agreement shall control except with respect to: (a) expenditures exceeding USD $10,000 from investment capital, (b) changes to equity ownership percentages, (c) admission of new partners, and (d) amendments to the Executive Partner Agreement — each of which requires unanimous consent of all four Partners as set forth in the Executive Partner Agreement.

9.3 Foundation, Not a Ceiling

This Agreement establishes the spirit and principles that shall guide our Founding Family partnership. Future legal documents — operating agreements, bylaws, contracts — shall be built upon this foundation and shall not contradict its essential principles.

9.4 Living Document

This Agreement may be amended by 2/3 supermajority consent of the Founding Families. We acknowledge that circumstances change and wisdom grows, and we remain open to evolving our agreements as we learn together.

Article X: Acknowledgment

By signing below, each Founding Family affirms:

- We enter this Agreement freely, without coercion or reservation
- We have read and understood all provisions herein
- We acknowledge the Executive Partner Agreement (LBC-EPA-2026-001) and its terms
- We commit to uphold both the letter and spirit of this Agreement
- We look forward to building something meaningful together

SIGNATURES

IN WITNESS WHEREOF, the Founding Families have executed this Founding Family Partnership Agreement as of the Effective Date first written above.

The Lawless Family

Daniel Lawless

Signature: ___________________________ Date: ______________

Jennifer Lawless

Signature: ___________________________ Date: ______________

The Courchesne Family

Nicholas Courchesne

Signature: ___________________________ Date: ______________

Nancy Courchesne

Signature: ___________________________ Date: ______________

The Demou Brothers

Andreas Demou

Signature: ___________________________ Date: ______________

Mike Demou

Signature: ___________________________ Date: ______________

SCHEDULE A — Capital Contributions Summary

Contributor	Type	Amount	Terms	Reference
ADMS LLC (Jason Sparks)	Cash investment	USD $100,000	Operating capital, no repayment obligation	EPA Section 2.1
Nicholas Courchesne	Startup loan	USD $15,000	0% interest, 12-month repayment from revenues	EPA Section 2.4
Daniel Lawless	Non-cash	IP, sweat equity, relationships	Acknowledged	EPA Section 2.7
Andreas Demou	Non-cash	IP, sweat equity, relationships	Acknowledged	EPA Section 2.7
Nicholas Courchesne	Non-cash	IP, sweat equity, relationships, interim entity, secured ADMS LLC investment	Acknowledged	EPA Sections 2.6-2.7

SCHEDULE B — Governance Matrix

Decision Type	Decision-Making Body	Threshold	Reference
Strategic direction & pivots	Founding Families	2/3 supermajority	This Agreement, Art. IV
Budget & capital allocation	Founding Families	2/3 supermajority	This Agreement, Art. IV
Project selection & prioritization	Founding Families	2/3 supermajority	This Agreement, Art. IV
Hiring & compensation	Founding Families	2/3 supermajority	This Agreement, Art. IV
Distribution schedules	Founding Families	2/3 supermajority	This Agreement, Art. IV
IP transactions	Founding Families	2/3 supermajority	This Agreement, Art. IV
Sale of material assets	Founding Families	2/3 supermajority	This Agreement, Art. IV
Dissolution of Business	Founding Families	2/3 supermajority	This Agreement, Art. IV
Final legal structure	Founding Families	2/3 supermajority	This Agreement, Art. IV
Investment capital expenditure >$10K	All Four Partners	Unanimous	EPA, Art. 5
Equity changes & dilution	All Four Partners	Unanimous	EPA, Art. 5
New partner admission	All Four Partners	Unanimous	EPA, Art. 5

Amendment to EPA	All Four Partners	Unanimous	EPA, Art. 5

This Agreement was created in the spirit of trust, executed in the presence of hope, and shall be honored through our actions for as long as we walk this path together.