VINTAGE NORTH PORT, LP

**LIMITED PARTNERSHIP AGREEMENT**

**September \_\_\_\_, 2024**

THE LIMITED PARTNERSHIP INTERESTS (THE “**LIMITED PARTNERSHIP INTERESTS**”) WHICH ARE THE SUBJECT OF THIS AGREEMENT HAVE NOT BEEN REGISTERED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), THE SECURITIES LAWS OF ANY U.S. STATE OR ANY OTHER APPLICABLE SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE LIMITED PARTNERSHIP INTERESTS MUST BE ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH (I) THE SECURITIES ACT, ANY APPLICABLE SECURITIES LAWS OF ANY U.S. STATE, AND ANY OTHER APPLICABLE SECURITIES LAWS; AND (II) THE TERMS AND CONDITIONS OF THIS LIMITED PARTNERSHIP AGREEMENT (THE “**PARTNERSHIP** **AGREEMENT**”). THE LIMITED PARTNERSHIP INTERESTS may not be transferred except in compliance with such laws and this Partnership Agreement.

AMENDMENT AND REINSTATEMENT OF THE LIMITED PARTNERSHIP AGREEMENT OF VINTAGE NORTH PORT LP, LP

This **Amendment and Reinstatement of the Limited Partnership Agreement of Vintage North Port LP, LP** (hereinafter referred to as the “**Partnership Agreement**” and or the “**Agreement**”) is made on **September \_\_\_\_\_\_, 2024**, and is entered into by and among the following parties:

**4HANDS HOMES LLC,** a Florida limited liability company whose headquarters is located at 3300 S. Hiawassee Rd., Suite 106, Orlando, FL 32835, State of Florida, United States of America, (hereinafter referred to as the “**4Hands Home**”), and

**4 HANDS REAL ESTATE INVESTMENTS LLC,** a Florida limited liability company (hereinafter referred to as the “**4Hands RE**”) whose headquarters is located at 3300 S. Hiawassee Rd., Suite 106, Orlando, FL 32835, State of Florida, United States of America, and

fabriciotamai Tamai**,** a [type] company (hereinafter referred to as the “**Stakeholder**”) and duly incorporated under the laws of the State of Estado não informado, País não informado, with its headquarters at Rua do Investidor, 123.

(The terms “**4Hands Home”** and “**Stakeholder**” are also hereinafter referred to as the “**Limited Partners**” of this Agreement) The terms General Partner and Limited Partners shall be hereinafter referred to as the “Parties” when plurally referred to and or each of them referred to as the “Party” when appropriate.

**R E C I T A L S**

WHEREAS **4Hands Home** and **4Hands RE** are engaged in the business of real estate investment, management, construction and development, including (but not limited to) the identification and purchase and rehabilitation of undervalued real estate assets in the **State of Florida;** and

WHEREAS **4Hands Home** and **4Hands RE** are the initial Partners who formed the **VINTAGE NORTH PORT, LP**, a Florida limited partnership (hereinafter referred to as the “**LP**” and or the “**Partnership**” and or the “**Limited Partnership**”). The LP is established and subjected to the Florida laws and regulations by virtue of the filing of a Certificate of Limited Partnership for the Partnership in the Office of the Secretary of State of the State of Florida under the Document number A24000000051 whose effective date is February 2, 2024 (the “Filing Date”); and

WHEREAS **4Hands RE** is the General Partner of the LP by virtue of the filing of a Certificate of Limited Partnership for the Partnership in the Office of the Secretary of State of the State of Florida under the Document number L23000079073; and

WHEREAS Limited Partners and General Partner have negotiated during several meetings in which Limited Partners and General Partner have decided to and wish to amend and reinstate certain provisions in the LP’s Initial Agreement in order to collaborate in any development, construction, management, purchasing, selling and acquiring the Investment Property from which Partners will share profits (if any), and assets and monies shall be distributed as described herein; and

WHEREAS**,** the Parties have stated that as defined in this Partnership Agreement, the Limited Partner, **4Hands Home** will purchase certain real estate properties (the “**Properties**” and or the “**Invested Property**”) more described in **Exhibit “A”** attached hereto of which the Stakeholder will have exclusive and absolute powers to act and bind the Limited Partnership by and through a **Letter of Authorization** as defined in this Partnership Agreement; and

WHEREAS**,** upon the acquisition of the Properties, the Limited Partner **4Hands Home** and the General Partner promised to deposit certain Capital Contribution of which the Stakeholder will be given credit of the amount as Equity Value, as defined in the respectively Investment Agreement and Other Covenants (the “**Stakeholder’s Capital Contribution**”); and

WHEREASLimited Partner, **4Hands Home,** and General Partner promised to purchase, develop, construct and sale certain real estate properties as described in **Exhibit “B”** hereto (the “**Investment Property**”) on behalf of the LP and whose development will be subject to the specific payments as stated in this Agreement; and

WHEREAS, the Partners desire to enter into a Partnership Agreement to set forth formally all terms and conditions of their Limited Partnership, their respective rights and obligations with respect to the Partnership.

**NOW, THEREFORE**, for good and valuable consideration of the covenants and agreements set forth in this Partnership Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby and intending to be legally bound agree as follows:

**DEFINITIONS AND RECITALS**

**Section 1.1 Definitions.** Capitalized terms used herein without definition have the meanings assigned to such terms in Appendix A attached hereto. Unless otherwise indicated or required by the context, defined terms in the singular include the plural and vice versa.

**Section 1.2 Recitals**. The Recitals are true and correct and are hereby incorporated into and made a part of this Partnership Agreement.

**Section 1.3 Effective Date**. The Effective Date of this Agreement shall be the date on which the last Party fully executes same.

**Section 1.4 Authority and Warranties**. Each Party represents, warrants, and agrees that each Party (i) has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as it deems necessary; (ii) has had the opportunity to have counsel of its choosing review this Agreement; (iii) has read this Agreement, understands its contents, and has executed it voluntarily and without duress or undue influence from any person or entity; and (iv) has full power and authority to enter into and perform all actions or transactions contemplated by this Agreement. Without limiting the generality of the foregoing in any way. Each Party represents and warrants that it (i) is the sole legal owner of, and has full right, title and interest in, the claims upon which it sued in the lawsuit; and (ii) has full right, power, and legal authority to release the other Party on behalf of each Party.

# GENERAL PROVISIONS

# Formation, Registered Office, Principal Place of Business, Purpose, Admission

## **S****ection 2.1. Formation**. The Parties hereby jointly enter into and form this Partnership, for the limited purpose and scope set herein, pursuant to the laws of the **State of Florida** and the terms of this Agreement. Notwithstanding the foregoing, except as otherwise expressly provided in this Agreement or by other written agreement executed by the Parties, no Party shall have the authority to act for or to assume any obligations or responsibilities on behalf of any other Party. Each of the Parties acknowledges and agrees that the creation of the Partnership shall be purely contractual in nature, and that (i) the Limited Partnership shall not constitute the creation of any separate limited liability company, partnership or other legal entity and (ii) other than as specifically provided herein, neither Party shall be required to make any filing with, or obtain any consent from, the **State of Florida** or any other governmental body, in each case, in order for the Limited Partnership to commence and for the Parties to be contractually bound by this Agreement.

**Section 2.2. Partnership Name; Continuation of Limited Partnership**. The name of the Limited Partnership is “**VINTAGE NORTH PORT LP LP**” and or the “Limited Partnership” and or the “Partnership”. The Partners agree to continue the Limited Partnership subject to the terms of this Agreement in accordance with the Partnership Act, and this Agreement is hereby entered under the covenants and conditions as stated.

**Section 2.3**. **Registered Office; Principal Office.**

Registered Office of the Partnership. The Limited Partnership shall maintain a registered office at **3300 S Hiawassee Rd STE 106 SB1, Orlando, FL, 32835** and the **Registered Agent** of the Partnership for service of process on the Partnership in the **State of Florida** is the **General Partner**. The General Partner may not change the registered office and registered agent unless all Partners have agreed to such change or modification.

Business Address of the Partnership and the General Partner. The principal office of the Partnership and the General Partner shall be at **3300 S. Hiawassee Rd., Sute 106, Orlando, FL 32835** or such other place as the General Partner and Limited Partners by unanimous consent shall determine from time to time . If proposed amendment or change is deemed appropriate, the General Partner shall promptly notify the Limited Partners of any change in the principal office of the Partnership or of the General Partner and such proposed change shall be solely effective if written consent is obtained from the Limited Partners.

**Section 2.4. Purposes of the Partnership**. The purposes of the Partnership are (a) to develop, construct and sell single family residential properties in the vicinity of **North Port, Florida**; (b) to manage, maintain, operate, hold and dispose of Partnership’ investments on behalf of the Partners in the manner determined by this Agreement; and (c) to engage in any lawful activity for which limited partnerships may be organized under the laws of the State of Florida as the Partners deem necessary or desirable for the accomplishment of the above purposes or the furtherance of any of the powers herein set forth and to do every other act and thing incident thereto or connected therewith, and (d) specifically for the development of the Investment Property (e) the management of the Investment Property and sale of the Investment Property (“**Investment Property Sale**”) in a period as otherwise mutually agreed by the Parties pursuant to the terms and conditions hereof. The Partnership shall have all the powers available to it as a limited partnership organized under the laws of the **State of Florida** to do any and all acts necessary, appropriate, desirable, incidental or convenient to or for the furtherance of the purposes described in this Agreement. Without prejudice to the generality of the foregoing, the General Partner shall have the power, for and on behalf of the Partnership, to issue loan notes, incur indebtedness and grant security and give guarantees in respect thereof so long as the Limited Partners are notified, and a written consent has been issued by all Limited Partner. Any provision herein regarding the purpose and power of the Partnership and the authorization (or limitation on authorization thereof) of actions hereunder shall also apply to, and may be done through, a direct or indirect subsidiary of the Partnership (including, without limitation, the Subsidiaries) or any entity the Partnership holds a direct or indirect interest.

**Section 2.5.** **Specific Corporate Purpose and initial Development Plan.**

Acquisition of Property or Investment Property.The Partnership shall acquire the properties on the plot(s) of land located, **Vintage North Port**, **Florida** for development, rehabilitation, construction and or resale purposes, according to the characteristics described in this Agreement and as described as “**Details of The Vintage North Port Development**” **Exhibit “B”** hereto.

Acquisition of the Property. **4 Hands Homes and 4 Hands RE** shall acquire properties on the plot(s) of land located, **in North Port, Palm Bay and Ocala,** **Florida** for development, rehabilitation, construction, management, leasing and or resale purposes, according to the requirements and obligations described in this Agreement and as described as **Exhibit “A”** hereto.

**Section 2.7. Admission of Limited Partners.**

Initial Closing. The Initial Closing will not occur until the Partnership has received and accepted the value mentioned in the respectively Investment Agreement and Other Covenants in subscriptions for Capital Contributions in cash deposited into the Partnership’s bank account.

Subsequent Closings. There shall be no subsequent Closing or Admission of any other Partner to the Partnership unless a written unanimous consent is secured by all Partners. No admission of additional partner(s) shall occur unless unanimous consent in writing is executed by all Partners of this Partnership.

Upon Approval and Consent for Admission of Additional Partner. Notwithstanding to the contrary, if the Partners provided their written consent to any admission of any other entity to become a partner of the Partnership (the “Additional Limited Partners”), the General Partner may admit one or more Additional Limited Partners, upon satisfaction of the following conditions: (i) each such Additional Limited Partner or its attorney-in-fact shall execute a counterpart signature page to this Partnership Agreement, which shall be deemed for all purposes to constitute an amendment to this Partnership Agreement providing for such admission, the Subscription Agreement, and such other documents determined by the General Partner, current law, (iii) the Additional Limited Partner makes a Capital Contribution as determined by all Partners signing this Agreement (the “**Subsequent Capital Contribution**”) Additional Limited Partners will be allocated Investment Management Fees and their pro rata share of any Partnership Investments and Partnership Expenses as if they were admitted at the Initial Closing.

### Final Closing. The Partners shall use its reasonable efforts to hold the Partnership’s Final Closing no later than **[\_\_\_\_\_\_\_ \_\_\_\_\_, 2024]**.

### **Section 2.8. Partnership** **Increase in Capital Contributions**. The General Partner may permit, upon the formalization of a Partnership Act executed by all Partners, any existing Limited Partner to increase its Capital Contributions on a Subsequent Closing Date, provided that all conditions of this Agreement have been satisfied as though such Limited Partner. For purposes of this Section, such Limited Partner shall be treated as an Additional Limited Partner with respect to its additional Capital Contributions. The General Partner and 4Hands Home shall not have their interest in the Partnership diluted, in any case, including in case of an increase of any Limited Partners Interest in the Partnership.

### **Section 2.9. Term and Duration**. The duration of this Partnership will be for a fixed period of **Twelve (12) Month Period**, starting on the First Day of the following month after the Investment Property is acquired.

**PARTNERS AND LIABILITY OF THE PARTNERSHIP**

**CAPITAL CONTRIBUTION OF PARTNERS**

**Section 3.1. Partner of the Limited Partnership.**

**Limited Partners:**

1. **4HANDS HOMES LLC**, a Florida limited liability company whose headquarters is located at 3300 S. Hiawassee Rd., Suite 106, Orlando, FL 32835; and
2. fabriciotamai Tamai**,** a [type] company (hereinafter referred to as the “**Stakeholder**”) and duly incorporated under the laws of the State of Estado não informado, País não informado, with its headquarters at Rua do Investidor, 123.

**General Partner:**

**4 HANDS REAL ESTATE INVESTMENTS LLC**, a Florida limited liability company whose headquarters is located at 3300 S. Hiawassee Rd., Suite 106, Orlando, FL 32835.

**Section 3.2.**  **Liability of the Partners** **Section 3.2.1. Liability of the General Partner**. Except as otherwise provided in the Partnership Act or this Partnership Agreement, the General Partner shall have unlimited liability with respect to the debts, obligations and other liabilities of the Partnership.

**4 HANDS REAL ESTATE INVESTMENTS LLC:** as provided in the respectively Investment Agreement and Other Covenants.

The General Partner shall make additional cash contributions to the Partnership from time to time.

**Section 3.2.2. Liability of the Limited Partners**. Except as specifically set forth in this Partnership Agreement or as provided in the Partnership Act:

1. The Stakeholder, as Limited Partner, shall not be liable with respect to the Partnership and dealings with third parties and other Partners. Limited Partners shall not be obligated to make any contribution to the Partnership of any amount in excess of its Capital Contribution or other payments provided for herein.
2. Upon acquisition and fully transferred the ownership of the Property to the LP, 4Hands RE and 4Hands Home shall make a deposit, on behalf of and in for the sole benefit of the Stakeholder, the Capital Contribution to the Partnership in the value mentioned in the respectively Investment Agreement and Other Covenants (the “**Stakeholder Capital Contribution**”). The Stakeholder Capital Contribution shall be made available and deposited into the Partnership’s bank account in **cash** and subject to no conditions, which shall be reflected in the Partnership accounting ledger.
3. No Limited Partner shall have any personal liability whatsoever in its capacity as a Limited Partner for the repayment of debts, liabilities, losses or other obligations of the Partnership.

The Stakeholder, as Limited Partner, shall not be required to make any additional capital contribution.

**Section 3.2.3. Joint Liability**. The 4Hands RE and 4Hands Home are jointly liable for the Return of Investment (“ROI”) of the Stakeholder. The Stakeholder’s ROI shall be deemed to be the twenty-four (24%) of the Stakeholder’s Capital Contribution (“**Stakeholder’s ROI**”).’s Capital Contribution (“Stakeholder’s ROI”). The Stakeholder’s ROI amount is mentioned in the respectively Investment Agreement and Other Covenants**.** General Partner shall be responsible for the Stakeholder’s ROI amount and Profits entitled and shall ensure that the Stakeholder shall receive the amount mentioned in the respectively Investment Agreement and Other Covenants as itsamount of ROI (i) at the end of a Ten (10) Month Period, for the Stakeholder that subscribed and paid its respective quotas through cash, and (ii) at the end of a Twelve (12) Month Period, for the Stakeholder that subscribed and paid its respective quotas through assets. The Stakeholder’s Capital Contribution and ROI shall be secured but not required to with a sale of the Investment Property or the Property, fully or partially, as applicable.

**EACH PARTNER HEREBY AGREES AND ACKNOWLEDGES THAT SUCH PERCENTAGE SPLIT FOR THE PARTNERS IS FAIR AND REASONABLE BASED ON SUCH CONTRIBUTIONS BY EACH PARTNER TO THE AND ITS WORK AND ABILITY TO ACHIEVE THOSE RESULTS**.

For Illustration of the Stakeholder’s ROI. By example of the Stakeholder’s ROI, the Parties estipulate that upon the acquisition of the Investment Property (either partially and or fully) by the Partnership, the Partners and the Partnership shall be obligated to complete the Development of the Investment Property at the end of the Ten (10) or Twelve (12) Period, as applicable and provided for in Section 3.2.3 of this Agreement, from the date of the purchase and acquisition of the Investment Property. The Partnership and the Partners are jointly and personally liable for the Stakeholder’s Capital Constibution and its ROI.

**Section 3.3. Capital Contribution**.

The Capital Contribution of **4Hands Homes** as Limited Partner shall be the value mentioned in the respectively Investment Agreement and Other Covenants in cash or equity, and such payment shall be in United States dollars by transfer of immediately available funds or by transfer of the asset representing the equity. According to the Budget in the acquisition of the Investment Property, as described in **Exhibit “B”,** **Exhibit “C”** and **Exhibit “D”** attached hereto. The payment subscription of the 4 HANDS’ Capital Contribution shall be made within **72 hours** after the Partnership is formed and this Agreement is fully executed by all Partners.

**MANAGEMENT OF PARTNERSHIP INTEREST AND AUTHORITY**

**Section 4.1. Management Generally**As among the Limited Partners, the management, administration and control of, and the determination of policies with respect to, the Partnership and its affairs shall be vested exclusively in the General Partner as determined in this Agreement. General Partner shall be responsible for the hiring and contract professional service to engage the services of a qualified and experienced architectural firm to provide the necessary architectural/engineering in the Investment Property plans and specifications approved by the Partners. The General Partner of the Partnership has the following duties, responsibilities and obligations (collectively the “General Partner’s Obligation):

1. shall exercise a high degree of care, diligence, skill and judgment in the performance of all services and obligations as General Partner under this Agreement which shall be no less than that exercised performing work for this Project of the Investment Property as projected in this Agreement.
2. shall be responsible for General the development of the real estate properties within the Investment Property. This includes but is not limited to the oversight of the construction and development process and the handling of all legal and administrative matters related to the Investment Property. Subject to the terms hereof, the business, property and affairs of the Partnership shall be managed by General Partner. Except for matters as to which the approval of all Parties is expressly required by this Agreement.
3. shall also be responsible for (i) directing and overseeing all renovation of the Investment Property through the Investment Property Contractor, (ii) directing and overseeing the Investment Property management. The General Partner shall be liable for any actions taken by any third party in the instance of gross negligence, willful misconduct or actual fraud on the party of the General Partner in connection there with.
4. shall acknowledge the relationship of trust and confidence established between the Partners parties in this Agreement. Accordingly, the General Partner’s acts shall be consistent with this relationship and shall further the interest of the Partnership through efficient business administration and management and architectural design.
5. shall routinely re-evaluate the established schedule and promptly notify all Partners, in writing, of any actual or anticipated deviation of the projected timeline from the schedule, whether or not the delay is caused by reasons other than the fault of the General Partner’s performance. Any adjustments to the established time schedule shall be allowed only when approved in writing by the unanimous consent in writing of all Partners. If approved, the General Partner shall prepare and submit revised completion schedules to the Partners. However, if the delay is caused by reasons other than the fault of the General Partner, the Limited Partners shall have the right to remove General Partner from such position as defined in this Agreement under the Removal of General Partner for Cause.
6. shall assist the Partnership and its Partner and employees, in coordinating and responding to requests submitted by appropriate authorities and/or funding agencies whose interest bears on the design, cost and/or construction of the Investment Property and its development.
7. shall attend Partnership meetings throughout the course of this Partnership of the Investment Property in accordance with the frequency of meetings but no less than two (2) meetings per month during the construction phase of the development of the Investment Property. Moreover, the General Partner shall be responsible for preparing and distributing minutes of meetings to all attendees and other appropriate parties within two (2) working days of the meeting in accordance with this Agreement.
8. shall prepare, provide and issue documents, and otherwise assist the Partnership in making application for building permits, regulatory approvals and any other permits or approvals normally required for development of the Investment Property as its scope and complexity. Upon application for such permits, the General Partner shall reply to all inquiries from governing agencies, shall make any necessary or appropriate changes to the Project related to the Investment Property, and assist in expediting the issuance of all such permits or approvals.
9. shall keep all Partners advised of all developments related to issuance of the permits, promptly provide the Partners with copies of permit or approval related documents and shall monitor the review schedule for consistency with the time schedule established for the Investment Property development.
10. shall provide a monthly status report reflecting the progress of Investment Property, value engineering recommendations, constructability reviews, qualifications, clarifications, assumptions, exclusions and all other requirements into the Partnership documents.
11. Upon completion of each phase, the General Partner shall provide the Partners with an updated project schedule and estimate of construction cost up to the end of the 60% construction drawing phase. In the event that there are any significant discrepancies between the estimate and the estimated construction cost budget, the Partners shall call for a meeting and such meeting shall be considered as a Major Decision as defined in this Agreement to reconcile the difference in the schedules and scope/costs.
12. agrees to provide efficient management and to use its professional skill and care to the interest of Partnership.
13. shall be responsible to promptly make corrections to any decision made that are found to contain discrepancies, errors or omissions. To the extent that such discrepancies, errors or omissions are the fault of General Partner, costs associated with corrections of such actions, and delays and/ or costs of the construction work resulting from, loss of use, increased costs of construction, cost for correction or replacement of construction work already performed, and damages associated with the General Partner’s performance or the work on the Investment Property development, resulting from such discrepancies, errors or omissions shall be borne by the General Partner only.
14. hire administrative, accounting and legal services for studies, and assisted operation necessary to carry out the purpose of this Agreement, observing the best technique and the relevant legislation; and present in monthly meetings, the balance sheet, the statement of income for the year and other statements and reports required by the accounting standards and by the legislation referring to this Partnership.
15. ensure that the following documents are kept at its expense, in perfect order and available to the Partners: minutes of meetings; list of attendance of Partners to meetings; accounting records referring to the operations and assets of the Partnership; documentation related to the Partnership’s operations, for the project, keep the list of contracted service providers up to date and available to the Partners.
16. shall also be responsible for (i) directing and overseeing any and all construction of the Investment Property through the contractor, (ii) directing and overseeing the Investment Property listings and sales.

**S****e****ction 4.2. Authority of the General Partner**Subject to the other provisions of this Partnership Agreement, the General Partner shall have the power and authority, in its own name or on behalf of and in the name of the Partnership, to carry out any and all of the objects and purposes of the Partnership, and to perform all acts that it may, , deem necessary or desirable in furtherance thereof, including, without limitation, the power and authority to:

1. notify the identification of the Investment Property to the Limited Partners before any offer is made to prospective sellers of the Investment Property,
2. identify investment opportunities for the Partnership;
3. originate or make loans, invest or reinvest in, or acquire, hold, retain, manage, monitor, own, sell, transfer, convey, assign, exchange, pledge or otherwise dispose of any assets held by or on behalf of the Partnership, including Partnership Investments;
4. make all elections, investigations, evaluations and other decisions, binding the Partnership thereby, that may, be necessary or desirable for the investment or reinvestment in, or acquisition, holding, retention, management, monitoring, ownership, capitalization, merging, restructuring, sale, transfer, conveyance, assignment, exchange, pledge or other disposition of any assets held by or on behalf of the Partnership, including Partnership Investments;
5. incur expenses and other obligations incident to the operation and management of the Partnership within the Purpose of the LP, and, to the extent that funds of the Partnership are available for such purpose, make payments on behalf of the Partnership in its own name or in the name of the Partnership;
6. distribute funds to the Limited Partners by way of cash or otherwise pursuant to this Partnership Agreement;
7. prepare or cause to be prepared reports, statements and other information for distribution to the Limited Partners;
8. maintain records and accounts of all operations and expenditures of the Partnership;
9. determine the accounting methods and conventions to be used in the preparation of any accounting or financial records of the Partnership as provided in this Agreement;
10. convene meetings of the Limited Partners as provided in this Agreement;
11. open, maintain and close accounts with banks, brokerage firms, custodians or other financial institutions and deposit, maintain and withdraw funds in the name of the Partnership and draw checks or other orders for the payment of moneys;
12. enter into, execute, deliver and perform any contract, agreement or other instrument and as long as such contract, agreement or other instrument does not materially adversely affect any Limited Partner;
13. acquire and enter into any contract of insurance that the General Partner deems necessary or appropriate for the protection of the Partnership, a Partnership Investment for any purpose convenient or beneficial to the Partnership; and
14. act for and on behalf of the Partnership in all matters incidental to the foregoing.

**S****e****ction 4.3. Books and Records; Accounting Method; Fiscal Year**Books and Records. The General Partner shall keep or cause to be kept at the principal office of the General Partner set forth in this Agreement full and accurate books and records of the Partnership. Each Limited Partner shall be shown as a limited partner of the Partnership in such books and records. Such books and records shall be available, upon ten (10) Business Days’ notice to the General Partner, for inspection by each Limited Partner or its duly authorized agents or representatives at the principal offices of the General Partner (or such other location designated by the General Partner) at reasonable times during business hours. All inspection must be in good faith without any intent to damage the Partnership or any of its Limited Partners in any manner. Accounting and other administrative records including the books of the Partnership and any other records relating to the Partnership shall be kept and maintained at the office of the Partnership.

Accounting Methods. The General Partner shall determine, in consultation with the Partnership Partners and the Partnership’s accountants, the accounting methods and conventions to be used in the preparation of any accounting or financial records or reports of the Partnership, which methods and conventions shall be in accordance with U.S. laws, regulations and generally accepted accounting principles (except as otherwise specified herein).

Fiscal Year. Unless otherwise required by applicable law, the fiscal year of the Partnership shall end on December 31. The Partnership’s tax year will be the same as its fiscal year, as determined by the General Partner, in consultation with the Partners and the Partnership’s accountants.

**Section 4.4. Confidentiality**. Each Partner agrees to keep confidential and not to disclose to any Person (other than to directors, officers, partners or employees or agents, legal counsel, independent auditors or consultants for, such Partner responsible for matters relating to the Partnership (each an “**Authorized Representative**”) all information and documents relating to the Partnership and its affairs, including, without limitation, any information (i) relating to any Partnership Investment, (ii) provided to such Partner pursuant to Agreement and (iii) provided to such Partner prior to or after its admission to the Partnership relating to the other Partner ; provided that in each case such Partner may make such disclosure (x) if the information being disclosed is otherwise generally available to the public, or (y) if such disclosure is, in the written opinion of legal counsel for such Partner or Authorized Representative, required by applicable law or regulation. Prior to any disclosure to any Authorized Representative of a Limited Partner of any information referred to in the first sentence of this Agreement such Partner shall advise such Authorized Representative of the obligations set forth in this Agreement and obtain the agreement of such Authorized Representative to keep such information confidential and otherwise comply with this Agreement as though such Authorized Representative were a Partner. Notwithstanding the terms of this Agreement or any other express or implied agreement, arrangement or understanding to the contrary, each party to this Partnership Agreement (and their respective Authorized Representatives) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the Partnership, and all materials of any kind (including opinions or other tax analyses) that are provided to the party to the extent related to such tax treatment and tax structure. Without a Limited Partner’s prior written consent, none of the Partnership, the General Partner, or any of their Affiliates shall (i) use the Limited Partner’s name or derivations thereof in advertising, publicity, marketing materials, private placement memorandum or other offering materials or other similar publication or document and/or (ii) infer that the Partnership has been endorsed by the Limited Partner. Notwithstanding clause (i) above, the General Partner and its Affiliates may make any disclosure regarding the Limited Partner’s investment in the Partnership required by law or deemed necessary by counsel to the General Partner or such Affiliate, without obtaining the prior written consent of the Limited Partner.

**S****ection 4.5. Meetings of Partners.** The General Partner may call a meeting of the Limited Partners at any time for any purpose relating to the business of the Partnership. The General Partner will give timely notice of such meeting of seven (7) days to each Limited Partner in accordance with this Agreement. Such notice shall specify the time and place of such meeting. Actions may be approved at any such meeting upon the approval of the General Partner.

**PARTNERSHIP INTEREST AND OWNERSHIP, ACQUISITION OF PROPERTY, ALLOCATION OF PROFIT AND LOSS**

**Section 5.1. Partnership's Ownership Interest.**

|  |  |
| --- | --- |
| **Partner** | **Interest and Ownership** |
| **4HANDS HOMES LLC** | **[=]%** |
| fabriciotamai Tamai | **[=]%** |
| **4 HANDS REAL ESTATE INVESTMENTS LLC** | **[=]%** |

**Section 5.2. Investment Property Acquisition**. The Partnership shall acquire **real estate lots** (the “**Investment Property**”) in the area located in the **State of Florida, United States**, also known as the “**Vintage North Port**” development estates as defined in this Agreement. General Partner shall present the other Partners the proposed Investment Property after identifying the potential real estate lots to be part of the Investment Property. Both General Partner and limited Partners shall the right to agree or disagree with the proposed property to be considered as part of the Investment Property. All Partners shall vote to the decision to acquire the proposed Investment Property, and such acquisition shall be upon unanimous written consent of all Partners.

**Section 5.2.1. Investment Property Title.** The Parties agree that the Investment Property as described in **Exhibit “B”** shall be sold, transferred and conveyed in accordance with the terms of this Agreement via Statutory Warranty Deed. The conveyance to the Partnership shall be in Trust for the benefits of the Partners in the Partnership; therefore, the Investment Property shall be vested in the Limited Partnership’s name.

**Section 5.2.2. Property Acquisition**. Partnership shall acquire real estate properties (the “**Properties**”) in the area located in the **State of Florida, United States, in North Port, Palm Bay and Ocala**. The Properties are more described and identified in **Exhibit “A**” attached hereto. The acquisition and purchase of the Properties shall be a condition precedent to this Partnership and each Limited Partner’s Capital Contribution. Any and all costs associated with the acquisition of the 28 Property shall be 4Hands RE and 4Hands Homes’ sole responsibility and Obligations. 4Hands RE and 4Hands Homes shall cover and pay for all costs associated with the acquisition of the Properties which includes but not limited to closing costs, attorney’s fees, taxes, Docs Stamp, liens of any nature as required per the executed contract for such purpose. 4Hands RE and 4Hands Homes shall cause and complete all necessary steps and process to transfer, wire and make available all necessary funds and money as this is part of 4Hands RE’s Obligations in this Agreement. 4Hands RE and 4Hands Homes shall provide proof of funds when requested by the third party such as banks, lenders and sellers who may have a relation or an interest in the Properties.

**Section 5.3. Limited Authority of the Stakeholder** **as Limited Partner**.

1. **Letter of Authorization.** Upon execution of this Agreement, all Partners agree that the Stakeholder, as Limited Partner shall have, subject to the General Partner previous and written consent, the right to negotiate with, convey offer to and execute a Letter of Intent on behalf of the Partnership to facilitate the acquisition of the Properties, and such negotiations and documents shall be with full authority.
2. **Stakeholder’s rights in dealing with Lender**. Because the Properties may subjected to mortgage lien(s), construction lien(s) or any type of liens and claims from those whose right are recognized under the law, the Stakeholder may, subject to the General Partner previous and written consent, negotiate such claims and liens and may also make an offer to settle such disputes with the sole purpose of acquiring the Properties on behalf and for the Partnership.
3. **Contract and Drafting Documents**. Partners agree that Stakeholder’s legal counsel shall be the leading attorney in the drafting and negotiating with any and all legal counsel representing a lender, lienor, or claimant that may have an interest in the Properties.
4. **Closing Agent**. Closing Agent for the transfer, sale and conveyance of the Investment Property to the Partnership and from the Partnership to a Third Party shall be designated by the Stakeholder exclusively as preferred attorney and closing agent if applicable. The Partners designate the Stakeholder as the exclusive rightful Partner with designation authority to name the Closing Agent. Partnership, and each Partner shall be required to execute any and all documents to effectuate the transfer and necessary to deliver title may be reasonably required by the closing agent of each transaction, including, but not limited to, warranty deeds, closing statements, affidavits, consents, resolutions, disbursement instructions, and agreements.

**Section 5.4. Indemnification of the General Partner**

The General Partner(s) shall be entitled to be indemnified by the Limited Partnership on account of any claim, liability, action, or damage arising from or relating to any Permitted Act of the General Partner(s) and on account of all reasonable attorney's fees incurred in connection with it.

# Section 5.1. Limited Partners' Rights to Participate in Management

Except as otherwise provided in this Agreement, the Limited Partners shall have only those rights granted to limited partners pursuant to the applicable State laws and shall have no right to, nor shall they take any part in or interfere with the conduct, control, or management of the business of the Limited Partnership. No Limited Partner shall have the power to sign for or bind the Limited Partnership. Any exercise by the Limited Partners of their rights under this Agreement shall be deemed to be an action affecting the agreement among the Partners and not an action affecting the management or control of the business of the Limited Partnership.

**Section 5.2. Tax Returns.** As soon as reasonably practicable after the end of each tax year, or other tax period (for federal and state income tax purposes), each Partner shall be provided with copies of all federal and state partnership tax returns prepared by the Limited Partnership or by an independent certified public accountant selected by the General Partner(s). Each item of income, gain, loss, deduction or credit for federal income tax purposes that corresponds to an item of income, gain, loss or expense that is either taken into account in computing Net Income or Net Loss or is specially allocated shall be allocated among the Limited Partners in the same proportion as their corresponding Partnership Interest; provided, that, in the case of any Partnership asset the Gross Asset Value of which differs from its adjusted tax basis for federal income tax purposes, income, gain, loss and deduction with respect to such asset shall be allocated solely for federal income tax purposes in accordance with the principles of Sections 704(b) and (c) of the Code (using any permissible method determined by the Partners) so as to take account of the difference between the Gross Asset Value and the adjusted tax basis of such asset.

**DISTRIBUTION ORDER OF PROFITS, PAYMENTS TO PARTNERS AND DISSOLUTION OF THE PARTNERSHIP**

**S****e****ction 6.1. Distribution Order and Priority**. Distributions apportioned to the General Partner, or its Affiliates will be distributed to the General Partner or its Affiliates as applicable. Distributions apportioned to any Limited Partner will be divided between such Limited Partner and the General Partner as follows:

1. Stakeholder, Preferred Limited Partner’s Distribution of ROI. First, the Stakeholder shall receive within the **Ten (10)** or **Twelve (12) Month Period**, as applicable and provided for in Section 3.2.3 of this Agreement, of the acquisition of the Investment Property the **Stakeholder’s ROI Amount).**
2. General Partner and other Limited Partners Catch-up: Second, General Partner and 4 Hands Home will receive the aggregate distributions under this Agreement an amount equal to 100% of the sum of all the undisbursed amounts after the Stakeholder have received its Preferred Distribution of ROI as stated in item A of this Section.

**Section 6.2.** **Dissolution**Subject to the Partnership Act, the Partnership shall be dissolved, and its affairs shall be wound up uponthe expiration of the Term of the Partnership as determined in accordance with this Agreement; the bankruptcy, liquidation, dissolution or insolvency of the General Partner; the withdrawal of the General Partner, in which, in these last cases, the General Partner shall be 4 Hands Home.

**Section 6.3. Liquidation of the Partnership**Upon dissolution, the Partnership’s business shall be liquidated in an orderly manner. The General Partner shall be the liquidator to wind up the affairs of the Partnership pursuant to this Partnership Agreement. The responsibilities of the General Partner shall be consistent with the responsibilities provided for it in this Partnership Agreement. If there shall be no General Partner, the Limited Partners, upon the approval of the Required Limited Partners, may appoint one or more Persons to act as the liquidator in carrying out such liquidation. In performing its duties, the General Partner or such other appointed person, as the case may be (the “**Liquidator**”), is authorized to sell, distribute, exchange or otherwise dispose of the assets of the Partnership in any reasonable manner that the Liquidator shall determine to be in the best interest of the Limited Partners.

**S****ection 6.4. Distribution Upon Dissolution of the Partnership**Liquidating Distribution. Upon dissolution of the Partnership, all properties and assets of the Partnership shall be sold, and which assets of the Partnership shall be retained for distribution in kind to the General Partner. After all liabilities (contingent or otherwise) of the Partnership have been satisfied or duly provided for, the remaining assets of the Partnership shall be distributed to the Partners in accordance with the priorities set forth as follows:

1. Stakeholder, Preferred Limited Partner’s Distribution of ROI. First, the Stakeholder shall receive within the Ten (10) or Twelve (12) Month Period, as applicable and provided for in Section 3.2.3 of this Agreement, of the acquisition of the Investment Property the **Stakeholder’s ROI Amount.**
2. General Partner and other Limited Partners Catch-up: Second, General Partner and 4Hands Home will receive the aggregate distributions under this Agreement an amount equal to 100% of the sum of all the undisbursed amounts after the Stakeholder have received its Preferred Distribution ROI as stated in item A of this Section.

Liquidating Trust. If the Partnership is unable to dispose of all of its interests in a Partnership Investment prior to its termination, the Partners shall transfer such interests to a trust established for purposes of liquidating Partnership assets, collecting amounts owed to the Partnership and paying any debts, liabilities or other obligations of the Partnership or the General Partner arising out of, or in connection with, this Partnership Agreement or the Partnership’s business or affairs, subject to the provisions of Section 3.4.

Specific and Preferred Priority in Liquidation. The Stakeholder shall have priority over any and all other Partner exclusively to receive its Preferred Distribution ROI, as provided for in Section 3.1. The remining Partners shall look solely to the assets of the Partnership for the return of such Limited Partner’s aggregate Capital Contributions in Partnership Investments.

**Section 6.5. No Voluntary Withdrawal by Limited Partners** A Limited Partner may not voluntarily withdraw in whole or in part from the Partnership prior to its dissolution and winding up, and no Limited Partnership Interest is redeemable or purchasable by the Partnership at the option of a Limited Partners. Except as expressly provided in this Partnership Agreement, no event affecting a Limited Partner (including death, incompetency, bankruptcy or insolvency) shall affect its obligations under this Partnership Agreement or affect the Partnership. Upon the death, incompetence, bankruptcy, insolvency, liquidation or dissolution of a Limited Partner, the rights and obligations of that Limited Partner under this Partnership Agreement shall inure to the benefit of, and shall be binding upon, that Limited Partner’s successor(s), estate or legal representative, and each such Person shall be treated as an assignee of that Limited Partnership Interest for purposes of this Section until such time as such Person may be admitted as a Limited Partner pursuant to that Article.

**Section 6.6. Withdrawal of General Partner.** The withdrawal of any person as a General Partner for any reason shall constitute a breach of this Agreement by the General Partner if the General Partner withdraws intentionally and purposely. Notwithstanding to the contrary, "Non-Intentional Withdrawal" shall include the separation of the General Partner(s) due to death, dissolution, insanity, bankruptcy, retirement, resignation, expulsion, operation of law, or any other incapacity or circumstances that prevents the General Partner from effectively discharging the duties of a General Partner under this Agreement which shall cause that the General Partner shall become a Limited Partner and Limited Partner, 4Hands Home, shall become automatically the General Partner.

**Section 6.6.2. Purchase Upon Bankruptcy or Retirement.** Upon the Bankruptcy or Retirement from the Partnership of any Partner (the “Withdrawing Partner”), the Partnership shall neither be terminated nor wound-up, but, instead, the business of the Partnership shall be continued as if such Bankruptcy or Retirement, as the case may be, had not occurred, and the Partnership shall purchase and the Withdrawing Partner shall sell all of the Partnership Interest and Partnership Rights (the “Withdrawing Partner’s Interest’) owned by the Withdrawing Partner in the Partnership on the date of such Bankruptcy or retirement (the “Withdrawal Date”). The Partnership shall, by written notice addressed to the Withdrawing Partner or to the legal representative of a bankrupt Partner, fix a closing date for such purchase which shall be not less than seventy-five (75) days after the Withdrawal Date. The Withdrawing Partner’s Interest shall be purchased by the Partnership on such closing date at a price (the "Withdrawing Purchase Price"), which shall be 70% Appraised Value as defined in this Agreement. The aggregate dollar amount of the Withdrawing Purchase Price shall be payable in cash on the closing date, unless the Partnership shall elect prior to or on the closing date to purchase the Withdrawing Partner’s Interest in installments as provided in this Agreement.

**Section 6.6.3. The Appraised Value.** The term “Appraised Value” as used in this Agreement shall be the dollar amount equal to the product obtained by multiplying (a) the percentage of Partnership Interest and Partnership Rights owned by a Partner by (b) the Fair Market Value of the Partnership’s assets, as determined in accordance with the following Sections. The Fair Market Value of the Partnership’s assets shall be determined in the following manner: Within thirty (30) days of the date of the Offering Notice, date of the death of a Decedent, the Withdrawal Date or the Occurrence Date, as the case may be, the remaining Partners shall select an appraiser (the “Partnership Appraiser”) to determine the Fair Market Value of the Partnership’s assets, and the Partnership Appraiser shall submit his determination thereof within thirty (30) days after the date of his selection (the “Appraisal Due Date”). If the appraisal made by Partnership Appraiser is unsatisfactory to the Offering Partner, the personal representatives of the Decedent or Heir, the Withdrawing Partner or the Defaulting Partner, as the case may be, then within fifteen (15) days after the date of the Appraisal Due Date, the Offering Partner, the personal representatives of the Decedent or Heir, the Withdrawing Partner or the Defaulting Partner, as the case may be, shall select an appraiser (the “Partner’s Appraiser”) to determine the Fair Market Value of the Partnership’s assets, and such appraiser shall submit his determination thereof within thirty (30) days after the date of his selection. If the appraisal made by the Partner’s Appraiser is unsatisfactory to the remaining Partners, then the Partnership Appraiser and the Partner’s Appraiser shall select a third appraiser (the “Appraiser”) to determine the Fair Market Value of the Partnership’s assets and such Appraiser shall submit his determination thereof within thirty (30) days after the date of his selection. The Appraiser’s determination thereof shall be binding upon the Partnership, the remaining Partners and the Offering Partner, the personal representatives of the Decedent or Heir, the Withdrawing Partner or the Defaulting Partner, as the case may be. Any and all appraisers selected in accordance with the provisions of this Agreement shall be **Miami-Dade County** area appraisers, who shall conduct appraisals provided for in this Agreement in accordance with generally accepted appraising standards in the **State of Florida**. Cost of the Partnership Appraiser shall be borne by the Partnership; costs of the Partner’s Appraiser shall be borne by the Partner or his estate. Cost of the Appraiser shall be borne equally by the remaining Partners, and the Offering partner, the personal representatives of the Decedent or Heir, the Withdrawing or the Defaulting Partner, as the case may be.

**ANTI-MONEY LAUNDERING PROVISIONS**

The Partners acknowledge that the Partnership may be subject to certain anti-money laundering laws and related pronouncements and may otherwise be prohibited from engaging in transactions with, or providing services to, certain foreign countries, territories, entities and individuals, including without limitation, specially designated nationals, specially designated narcotics traffickers and other parties subject to United States government sanctions and embargo programs. In furtherance of the foregoing. Each Partner hereby agrees to ensure that:

1. None of the monies that such Partner will contribute to the Partnership shall be derived from, or related to, any activity that is deemed criminal under United States law or the law of the jurisdiction in which such activity took place; and
2. No contribution or payment by such Partner to the Partnership, to the extent that such contribution or payment is within such Partner’s control, and no distribution to such Partner (assuming such distribution is made in accordance with instructions provided to the Partner by such Limited Partner) shall cause the Partnership or the Partner to be in violation of the Anti-Money Laundering Laws.

**MISCELLANEOUS**

* 1. Governing Law; Severability. This Partnership Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to the conflict of laws principles thereof). In particular, it shall be construed to the maximum extent possible to comply with all of the terms and conditions of the Partnership Act. If it shall be determined by a court of competent jurisdiction that any provision or wording of this Partnership Agreement shall be invalid or unenforceable under the Partnership Act or other applicable law, such invalidity or unenforceability shall not invalidate the entire Partnership Agreement, in which case this Partnership Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of applicable law, and, in the event such term or provision cannot be so limited, this Partnership Agreement shall be construed to omit such invalid or unenforceable provisions.
  2. Jurisdiction and Venue. The Parties hereby expressly consent to the jurisdiction of the courts of the State of Florida for any action arising from or related to this Agreement. The Parties hereby agree that the courts of Miami-Dade County, Florida, shall be the exclusive and mandatory venue for any litigation arising from or related to this Agreement.
  3. Successors; Counterparts. This Partnership Agreement (i) shall be binding upon the successors and permitted assigns of the Limited Partners, and (ii) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.
  4. Filings. The General Partner shall cause to be promptly prepared, following the execution and delivery of this Partnership Agreement, any documents required to be filed and recorded, or which the General Partner determines, are appropriate for filing and recording, under the Partnership Act, and the General Partner shall promptly cause each such document to be filed and recorded in accordance with the Partnership Act and, to the extent required by local law, to be filed and recorded or notice thereof to be published in the appropriate place in each jurisdiction in which the Partnership may hereafter establish a place of business. The General Partner shall also promptly cause to be filed, recorded and published such statements of fictitious business name and other notices, certificates, statements or other instruments required by any provision of applicable law of any jurisdiction which governs the conduct of the General Partner’s business from time to time.
  5. Entire Agreement. This Partnership Agreement and the Subscription Agreement constitutes the entire agreement among the Limited Partners with respect to the subject matter hereof and supersede any prior agreement or understanding among them with respect to such subject matter.
  6. Authority and Capacity. If any Party is an entity, such entity is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida or other State and has all requisite power, authority and capacity to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. No approval or consent of any persons other that the Parties is necessary.
  7. Agreement Will Not Cause Breach or Violation. The execution, delivery and performance of this Agreement by the Party do not and the consummation of the transaction contemplated hereby will not (a) conflict with any provision of any documents; (b) result in a breach of or default under any other agreement to which the Party is a party or by which it is bound; or (c) violate any law applicable to the Party or any judgment, order, injunction, decree or award of any court, arbitrator, administrative agency or governmental body applicable to or binding upon the Party. The consummation of the transactions hereby contemplated, and performance of this Agreement will not result in any breach of, or constitute a default under, any deed to secure debt, mortgage, deed of trust, indenture, security agreement, lease, bank loan or credit agreement, contract, articles of organization, operating agreement, Partnership agreement, partnership agreement or other instruments to which the Party is a party or by which they are bound.
  8. Binding Agreement. This Agreement has been duly and validly executed and delivered by the Party and constitutes the Party’s valid and binding agreement, enforceable against the Party in accordance with and subject to its terms.
  9. Absence of Liabilities. There are no material debts, liabilities or obligations of any nature, whether accrued, absolute, contingent, or otherwise that would affect the Party’s performance of their obligations under this Agreement.
  10. Compliance with Laws. The Parties have not received notice that it is in violation of any applicable federal, state, or local statute, law, ordinance, or regulation affecting the operation of its business.
  11. Absence of Litigation. The Parties have not received notice of any pending or threatened suit, action, arbitration, or legal or administrative proceeding or investigation affecting the Property.
  12. Advice of Counsel. Each Party has received or had the opportunity to seek its independent legal advice with respect to the advisability of executing this Agreement. Each Party acknowledges that they have executed this Agreement without fraudulent or undue influence. Each Party acknowledges and warrants that the provisions of this Agreement are contractual and not mere recitals. The Agreement shall be considered severable, such that if any provision or part of the Agreement is ever held invalid under any law or ruling, that provision or part of the Agreement shall remain in force and effects to the extent allowed by law, and all other provisions or parts shall remain in full force and effect. In the event of any breach by any Party hereunder, the liability of the breaching Party shall have personal liability for any obligation hereunder.
  13. Organizational Active Status. Each Party shall maintain in full force and effect (a) its organizational existence, and (b) all licenses, bonds, franchises, leases, patents, contracts and other rights necessary to the profitable conduct of its business. Each Party shall exercise good faith in all activities relating to the conduct of the business, and neither Party shall take no action with respect to the business and property which is not reasonably related to the achievement of the purpose of its business.
  14. No Agency, No Representation Infer. Nothing herein contained shall be construed to constitute any Partner or the agent of another Partner, except as expressly provided herein, or in any manner to limit the Partnership to the carrying on of their own respective businesses or activities. Any of the Partners, or any agent, servant or employee of any of the Partners, may engage in and possess any interest in other businesses or ventures of every nature and description, independently or with other persons, whether or not, directly or indirectly, in competition with the business or purpose of the Partnership, and neither the Partnership nor any of the Partners shall have any rights, by virtue of this Agreement or otherwise, in and to such independent ventures or the income or profits derived therefrom, or any rights, duties or obligations in respect thereof.
  15. **NO WAIVER**. No waiver by a Party or the Partnership of any default, breach or violation of this Agreement shall be deemed to be a waiver of any other default, breach or violation of any kind or nature, whether or not similar to the default, breach or violation that has been waived or failure to enforce a particular provision in one instance shall not be deemed a waiver or modification of rights or preclude the enforcement thereafter. No acceptance of payment or performance by a Party or the Partnership after any such default, breach or violation shall be deemed to be a waiver of any default, breach or violation of this Agreement, whether or not such Party or the Partnership knows of such default, breach or violation at the time it accepts such payment or performance. Subject to any applicable statutes of limitation, no failure or delay on the part of a Party or the Partnership to exercise any right it may have under this Agreement shall prevent its exercise by such Party or the Partnership, and no such failure or delay shall operate as a waiver of any default, breach or violation of this Agreement.
  16. Attorney’s Fees and Costs. The Parties shall each bear their own attorney’s fees and costs incurred in relation to any claim. However, in the event that it is necessary to enforce any term or portion of this Agreement, the prevailing parties in such action shall be entitled to recover its reasonable attorney’s fees and costs from the non-prevailing parties for any and all trial and appellate court actions or lawsuits, and shall also be entitled to recover reasonable attorney’s fees and costs incurred in litigating the determination of the prevailing parties, incurred in the determination of the proper amount of fees and costs awarded, and incurred in the collection of such fees and costs from the non-prevailing parties.
  17. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable, and the remaining provisions shall constitute the Parties’ agreement.
  18. Non-Circumvention. The Parties will not take any action, directly or indirectly, to frustrate or circumvent this Agreement and the sale of the Property.
  19. Amendment and Modifications. No modification or amendment of any of the provisions of this Agreement shall be binding upon any Party hereto unless made in writing and signed by each Party.
  20. Notices. All notices, consents, requests for approval, demands, waivers or other communications (collectively referred to as a “Notice”) required to be sent or otherwise applicable under this Agreement shall be in writing and shall be sent to each applicable Party, its or their legal counsel at the addresses set forth below. A Notice that complies with the requirements of this Agreement shall be deemed to have been duly given and received: (1) when delivered personally, (2) one (1) Business Day after being delivered to a reputable overnight courier service, marked for next day delivery and with delivery charges prepaid by the sender or (3) if sent by email, on the Business Day it is sent if the sender verifies that the Notice was received during regular business hours on the day sent, otherwise, on the next Business Day.

**The addresses for Notice are:**

|  |  |  |
| --- | --- | --- |
| **To Partner:** | **with a copy to:** | |
| **fabriciotamai Tamai**  Rua do Investidor, 123  Attention:  Telephone:  Email: | Attention:  Telephone:  Email: | |
| **To:** | with a copy to: | |
| **4 Hands Home, LLC**  3300 S. Hiawassee Rd., Suite 106  Orlando, FL 32835  Attention:  Telephone:  Email: | Attention:  Telephone:  **Email:** |  |
| **4 Hands RE, LLC**  3300 S. Hiawassee Rd., Suite 106  Orlando, FL 32835  Attention:  Telephone:  Email: | Attention:  Telephone:  **Email:** |  |

# Headings and Number. The section headings contained in this Agreement have been inserted only as a matter of convenience or reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement, nor in any way affect any of the provisions. Where appropriate, the singular number shall be deemed to include the plural, and the plural number shall be deemed to include the singular.

# Severability. Each provision of this Agreement shall be considered to be severable. If, for any reason, any provision or any part of a provision is determined to be invalid and contrary to any existing or future applicable law, the invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or provisions had been omitted.

# Counterpart. This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed for all purposes to be an original, but all of the counterparts together shall constitute but one and the same instrument binding on all Partners.

# Construction. The terms, provisions, and conditions of this Agreement are the result of negotiations in good faith and at arm’s length between the Parties, each of which has been represented by legal counsel of its own choosing or had the right to do so. Accordingly, the terms, provisions and conditions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, without application of any rule of interpretation or construction providing that ambiguous or conflicting terms, conditions, or provisions shall be interpreted or construed against the Party whose legal counsel prepared the executed version or any prior drafts of the agreement. Throughout this Agreement, where such meanings would be appropriate: (a) the masculine gender shall be deemed to include the feminine and the neuter and vice versa, and (b) the singular shall be deemed to include the plural, and vice-versa. The headings herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of this Agreement, or the intent of any provisions thereof.

***[Intentionally Left in Blank for Signatures]***

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

|  |  |
| --- | --- |
| **4 HANDS HOMES LLC, a Florida limited liability company**  By: [ASSINE\_AQUI]\_\_\_\_\_\_\_\_\_\_  **Date:[ASSINE\_AQUI]\_\_\_\_\_\_\_\_ \_\_\_\_\_** | **4 HANDS REAL ESTATE INVESTMENTS LLC, a Florida limited liability company**  By:[ASSINE\_AQUI] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Date**:[ASSINE\_AQUI]\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ |
|  |  |
| undefined**, a [State] limited liability company**  By: [ASSINE\_AQUI]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Date: [ASSINE\_AQUI]\_\_\_\_\_\_\_\_\_** \_\_\_\_ |  |

**Exhibit “A” Properties**

**Acquisition of the Properties and Description:**

**Exhibit “B” Investment Property**

**TBD**

**EXHIBIT “C”**

**JV PARTIES; CONTRIBUTIONS, PERCENTAGE INTEREST, RETURN OF INVESTMENTS**

**CAPITAL CONTRIBUTION OF THE JOINT VENTURE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Joint Venture Partner** | **Type of Investment** | **Capital Contribution and Consideration** | **Percentage Interest** |
| **fabriciotamai Tamai** | **PARTNER** | **$[=]** | **[=]%** |
|  |  |  |  |
| **4 HANDS REAL ESTATE INVESTMENTS LLC**  **AND**  **4 HANDS HOMES LLC** | **PARTNER**  **PARTNER** | **$[=]** | **[=]%**  **[=]%** |
|  |  |  |  |
| **TOTAL** |  | **$[=]** | **[=]%** |

**ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Joint Venture Partner** | **Type of Investment** | **Profit** | **Losses** |
| **fabriciotamai Tamai** | **PARTNER** | **Total $[=] (Approx.)** | **[=]%** |
|  |  | **$[=]** |  |
| **4 HANDS REAL ESTATE INVESTMENTS LLC**  **AND**  **4 HANDS HOMES LLC** | **PARTNER**  **PARTNER** | **$[=] (Approx.)** | **[=]%** |
|  |  |  |  |
| **TOTAL** |  |  | **[=]%** |

**INVESTMENT PROPERTY**

|  |  |
| --- | --- |
| **Return on investment (% ROI) of the**  fabriciotamai Tamai**’s ROI as Preferred Limited Partner** |  |
| **[=]+ [=]% of the Investment**  **Total: $[=] (“ROI”)** |  |

**Exhibit “D”**

# THE PROJECT

**[Description]**