

PARTNERSHIP AGREEMENT

This Partnership Agreement

(the "Agreement") is made and entered into this 2022 (the "Effective Date"). The Partners in this Agreement are as follows:

Partner Name TrooperKat Fitness, LLC/Any Town, USA

Address

City

State

Zip Code

And

Partner Name TrooperKat Fitness, LLC

Address

City

State

Zip Code

The Partners to this Agreement agree to the following:

1. NAME

This Partnership will be known as TrooperKat Fitness, LLC Any Town, USA

2. THE PARTNERSHIP

- ✓ The Partners wish to become legal partners in business
- ✓ The terms and conditions of their Partnership will be outlined in this Agreement
- ✓ If the Agreement is executed, the Partnership will be in effect on 2022
- ✓ The Partnership will only be terminated as outlined in this Agreement
- ✓ The Partnerships primary place of business will be Any City, USA
- ✓ The Partnership will be governed under the laws of the state of North Carolina
- ✓ The Partnership's primary purpose is Provide Personal training services in home, office, virtual or a fitness center partner
- ✓ If applicable, the Partners will obtain any necessary licenses and permits to do business, register its Doing Business As Name ("DBA), and obtain a Federal Employer Identification Number ("EIN")

3. CONTRIBUTIONS

The Partners will make an initial contribution to the Partnership as follows:

- ✓ TrooperKat Fitness, LLC / Any Town USA \$
- ✓ TrooperKat Fitness, LLC \$

Contributions will be submitted no later than 2022. All capital contributions are final unless all partners give written consent of withdrawal. All contributions will be deposited into an individual capital account.

4. INTEREST AND AUTHORITY

The Partners ownership interest in the Partnership will be as follows:

- ✓ TrooperKat Fitness, LLC / Any Town, USA
- ✓ TrooperKat Fitness, LLC \$

The Partners authority will be defined by the following unless otherwise stated in the Agreement: Any decisions requiring a contract or otherwise will require a unanimous vote by all Partners

The Partnership designates as the "Partnership Representative" as defined in 26 U.S. Code 6223. The Partnership has chosen an entity to act as the Partnership Representative, and thus has elected Tim Hemer as the "Designated Individual". The Partnership may replace the Partnership Representative or "Designated Individual" at its own discretion when filing its annual tax return

5. COSTS

The Partners will share costs according to the following percentages:

- ✓ TrooperKat Fitness, LLC / Any Town, USA% _____
- ✓ TrooperKat Fitness, LLC / % _____

6. PROFITS

The Partners will share the net profits of the Partnership according to the following percentages:

- ✓ TrooperKat Fitness, LLC / Any Town, USA% _____
- ✓ TrooperKat Fitness, LLC / % _____

The Profits will be accounted by _____ and distributed on the 15th. of the month according to the above percentages after the costs of the Partnership have been paid according to the above cost percentages

7. SALARY

All Partners must give their unanimous consent if a permanent salary is to be established and their unanimous consent for the amount of salary to be given to each Partner

8. PARTNER ROLES

- ✓ Management Roles:
- ✓ TrooperKat Fitness, LLC / Any Town, USA: Will manage all day-to-day activities of the Partnership
- ✓ TrooperKat Fitness, LLC: Will provide a turnkey "mobile fitness business" that will include the following: a previously owned, well-conditioned van fully equipped to efficiently train clients at home or office. It will include the TrooperKat Fitness vehicle with graphics as pictured in Exhibit "A". Full training and ongoing support for personal trainers hired by Partnership. An IOS and Android App which includes a complete client management system i.e. billing, training videos, workout schedules, meal planning and all activities regarding client support and management

9. ACCOUNTING

- ✓ All accounts related to the Partnership including contribution and distribution accounts will be audited every 6 months
- ✓ All Partners will maintain and individual contribution account. All Partners will maintain a joint distribution account. Partners will keep accurate and complete books of account for all accounts related to the Partnership. Any Partner, whether majority or minority, will be allowed to review all books of account at any time they request
- ✓ Each Partner will be responsible for his or her own taxes on any distributions made
- ✓ Accounting records will be kept on a cash basis
- ✓ The fiscal year will be complete on the last day of December of each year. All Partners will present their position on the state of the Partnership within two weeks of the completion of each fiscal year
- ✓ The following Partners will be able to sign checks from any joint Partner account: TrooperKat Fitness, LLC / Any Town, USA

10. NEW PARTNERS

The Partnership will amend this agreement to include new partners upon the written and unanimous vote of all Partners

The name of the Partnership may be amended if a new Partner is added to the Partnership upon the written and unanimous vote of all Partners

11. WITHDRAWAL OR DEATH

The Partners hereby reserve the right to withdraw from the Partnership at any time. Should a Partner withdraw from the Partnership because of choice or death, the remaining Partners will have the option to buy out the remaining shares of the Partnership. Should the Partners agree to buy out the shares, the shares will be bought in equal amounts by all Partners. The Partners agree to hire an outside firm to assess the value of the remaining shares. Only upon the Partner's unanimous agreement will the outside firm's valuation of the shares be considered final. The Partners will have 45 days to decide if they want to buy the remaining shares together and disperse them equally. If all Partners do not agree to buy the shares, individual Partners will then have the right to buy the shares individually. If more than one Partner requests to buy the remaining shares, the shares will be split equally among those Partners wishing to purchase the shares. Should all Partners agree by unanimous vote, the Partnership may choose to allow a non-Partner to buy the shares thereby replacing the previous Partner

If no individual Partner (s) finalize a purchase agreement within 45 days, the Partnership will be dissolved

The name of the Partnership may be amended upon the written and unanimous vote of all Partners if a Partner is successfully bought out

12. DISSOLUTION

Should the Partnership be dissolved by majority vote, the Partnership will be liquidated, and the debts will be paid. All remaining funds after debts have been paid will be distributed based on the percentage of ownership interest outlined in the Agreement

13. AMENDMENTS

- ✓ Amendments may be made hereto upon the unanimous and written consent of all Partners
- ✓ Amendments must be expressly written and have the original signatures of all Partners
- ✓ All amendments, notices, requests, claims, demands and other communications between the parties shall be in writing. All such written communications shall be given (1 by delivery in person (2) by a nationally recognized next day courier service (3) by first class, registered or certified mail, postage prepaid, (4) by facsimile or (5) by electronic mail to the addresses of the parties specified in this Agreement or such other addresses specified in writing. All notices shall be effective upon receipt by the party to which the written communication is given, or on the 5th. day following mailing, whichever occurs first

14. DISPUTE RESOLUTION

The parties will attempt to resolve any dispute arising out of or relating to the Partnership or this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure

Any controversies or disputes arising out of or relating to the Partnership or this Agreement will be submitted to mediation in accordance with any statutory rules of mediation in the state of North Carolina. If mediation does not successfully resolve the dispute or is unavailable, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law

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

By: _____

Date: DD / MM / YY

TrooperKat Fitness, LLC / Any Town, USA

By: _____

Date: DD / MM / YY

TrooperKat Fitness, LLC