



PARTNERSHIP AGREEMENT

This agreement is by and between _____ (investor) acting as Capital Partner, hereafter referred to as “CP”, and RH Investments, Development Partner, hereafter referred to as “DP”. This agreement will outline the role of each party with respect to the specified project, as well as indicate the financial responsibilities and division of proceeds generated from the specified project.

Project:

This Partnership is contingent upon the agreement of execution of the following functions:

- 1. Identification of Property** – DP will solely, through his process of real estate evaluation and analysis, identify properties under valued which have much higher intrinsic value subject to improvements. It is understood and agreed that DP has extensive knowledge and experience in real estate evaluation and development, and CP will not participate in the identification process. DP will consider trustee sales (public auction), REO listings, MLS listings, and personal relationships and contacts to determine the best investment opportunities.
- 2. Acquisition/Development costs** – CP shall provide 100% of the purchase price of the property identification by DP, as well as all costs related to the development of the project which includes materials and labor. Expenses pertaining to sales & marketing, taxes and insurance, and any prerequisite legal costs shall be paid through partnership funds equally between CP and DP.
- 3. Security** – A Memorandum of Understanding (MOU) will be recorded in the recorder’s office in the county that the property is in, at or immediately after closing. The MOU will stipulate the partnership between CP and DP and the percentage of equity entitlement each party will retain once the house sells. The net profit split will be , meaning DP will be entitled % and CP will be entitled % of the net, reconciled profit earned from the sale of the property. Throughout the entire process title shall be vested 100% in CP’s name.
- 4. First Money Out** – CP shall first be reimbursed for his acquisition and development costs from the proceeds of the sale of the property, with remaining profits being spilt in the manner identified in this agreement.
- 5. Indemnification** – CP will be held harmless in the event that any lawsuit or development impediment results from any project related activity. Any cost or means necessary to remediate the issue shall be borne by DP. Issues may include, but are not limited to; mechanics liens, building code violations, tax delinquencies, workers compensation issues, personal or property insurance claims.
- 6. Remedies** – In the event of any breach by Assignor of any of its representations, warranties or obligations under this Assignment, Assignee, in addition to be entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. Assignor agrees that monetary damages would not be adequate



compensation for any loss incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect of any breach, it shall waive the defense that a remedy at law would be adequate.

- 7. **Waivers** – This Agreement contains the entire Agreement between parties regarding this subject matter, and all prior understandings are merged into this Agreement. This Agreement will be construed as a whole, according to its fair meaning, and not strictly for or against either Party. All amendments or modifications to this Agreement must be in writing and signed by both Parties.

This Agreement is governed by, and will be construed according to, the laws of the State of California, without regard to any conflict of laws rule or principle that might refer governance or construction of this Agreement to the laws of another jurisdiction.

This Agreement is performable in whole or part, in Contra Costa County or Alameda County, California. Any legal proceedings arising out of this Agreement will be filed and heard in a court of competent jurisdiction sitting in Contra Costa or Alameda County, California. No Party will claim that any such proceeding brought in an inconvenience forum. Prevailing party will be entitled to reimbursement of applicable attorney fees, in addition to monetary award as dictated by the court.

Date

Date

Capital Partner Signature

Development Partner Signature

Capital Partner Printed Name

Ali Hassan

Development Partner Printed Name

Mailing Address

1875 Olympic Blvd, Ste 205

Mailing Address

City, State, ZIP

Walnut Creek, CA 94596

City, State, ZIP

Contact Phone

Contact Phone

Facsimile

Facsimile

Email

ali@rhinvestments.com

Email