

**Limited Partnership Agreement**  
**Between Hippie Hollow Homes, LP and \_\_\_\_\_**

Hippie Hollow Homes, LP (subsequently referred to as “HHH”) and \_\_\_\_\_ and his controlled entities (subsequently referred to as “\_\_\_\_\_”) have agreed to enter a partnership to buy, renovate, and resell a property located at \_\_\_\_\_ (subsequently referred to as “The Property”). HHH and \_\_\_\_\_ collectively (subsequently referred to as “Investors”) agree to the following relationship:

Responsibilities and Terms of Agreement

- The term of this agreement is retroactive to when the contract for purchase was signed, and will continue until a resale is ultimately closed with an end-buyer and proceeds are distributed.
- A limited partnership corporation (Hippie Hollow Homes, LP) will be used to buy The Property from \_\_\_\_\_, subject-to existing financing, hold The Property while it is being remodeled and marketed for sale, and resell The Property
- Phillip Grove is the exclusive limited partner in Hippie Hollow Homes, LP, and the managing partner of Hippie Hollow Homes, LP’s general partner, Centex Majestic, LLC, and will be signing purchase and sales contracts in that capacity on behalf of this limited partnership.
- HHH will provide funding, contracts, and expertise necessary to purchase/secure the property, pay ongoing utilities (after property is vacant), mortgages/interest, and expenses until the property is sold, and pay for necessary improvements to the property.

§ All expenditures of this venture must be approved by HHH or may not be paid or reimbursed by the partnership.

§ \$\_\_\_\_\_ will be paid to \_\_\_\_\_ upon the initial purchase of Property. This \$\_\_\_\_\_ will be considered a pre-payment of part of \_\_\_\_\_’ share of future profits.

§ Investors will provide receipts for all expense paid.

§ HHH and \_\_\_\_\_ reserve the right to discontinue funding of the project at any time. If HHH exercises this right, \_\_\_\_\_ reserves the right to provide or secure and approve funding for the project going forward. If \_\_\_\_\_ exercises this right, HHH reserves the right to provide or secure and approve funding for the project going forward.

§ Interest paid by Investors for interim financing of any monies invested in this partnership will NOT be considered an investment expense of this partnership.

§ Time is of the essence and investors must work to renovate and sell this property quickly.

- HHH will secure insurance and utilities for The Property after the initial purchase
- HHH will maintain a set of books for The Property, documenting all expenses and incomes.
- HHH will develop and execute a renovation plan and schedule for The Property.

§ Shenoah Peck will be the primary project manager for all contractor’s hired to perform work on this property.

- When improvements are completed, home will be listed for sale by Shenoah Peck, Realtor. Shenoah Peck will charge a 3% brokerage commission as the listing agent plus charge a 3% fee for the selling (buyer’s) agent.

- It may be necessary to RAISE the initial purchase price, paid by HHH, as it is reflected on the HUD so as to more closely approach the expected final sales value of the property (when it is resold). In this event, a “repair allowance” will be created and credited back to HHH for the increased amount above

what is in the original contract. This allowance will not be considered the actual repair cost for the renovations, but rather a discount to the acquisition costs.

- It may be necessary to estimate the reinstatement costs on the HUD if the final numbers are not available. In this event all parties understand the actual amount will be used when calculating final profits.

**Profit Sharing**

Profit should be generated from buying the home, making improvements, and reselling the home at an the average \$/sq ft value for The Properties particular neighborhood. Investor Profit is defined as the net proceeds resulting from the difference between the cost basis at time of sale (including purchase costs less refunds plus all holding and renovation costs) and end-buyer sales net revenue after expenses.

- In the event Investor Profit is created, all Investor Profit is shared equally among both Investors
- In the event Investor Profit is not created, and a loss occurs, all losses are the responsibility of HHH

**Additional Provisions**

- In the event that HHH or \_\_\_\_\_ dies during the term of this agreement, the remaining Investors will make all decisions for the deceased, and the deceased person's estate will receive the profit share or liability from the completed transaction.
- In the event of a disagreement between Investors regarding items not covered by this agreement, Investors will vote equally to resolve each dispute. If a resolution cannot be reached, parties will agree to mediation before other legal options.
- In the event that any party becomes insolvent, disabled, or is not able to fulfill their obligations in this agreement, the other parties should first attempt to negotiate a resolution, and then agree to mediation before other legal options.
- In the event that any party becomes divorced during the term of this agreement, the agreement remains intact with the original parties and will not transfer to ex-spouses.

Signed:

**Hippie Hollow Homes, LP**

Date

**Seller**

Date

**Seller**

Date