

JOINT VENTURE AGREEMENT

This Agreement is entered into by and between:

(1) ADAD Llc, A California Llc, & Elia Investment Group Llc, A California Llc, jointly & severally, hereinafter referred to as "VENTURER RESEARCHER";

(2) Michael Oliveira
David Hernandez hereinafter referred to as "VENTURER BUYER";
and

(3) ENBA OGANESSIM hereinafter referred to as "Manager"),

And concerning the Public Auction of tax defaulted properties for the following sale and county: San Bernardino County Tax Auctions closing JUNE 4,5, & 7, 2024 (hereinafter the "Tax Sales.")

In the absence of a VENTURER BUYER provided by MANAGER, this agreement shall be construed as an agreement between VENTURER RESEARCHER and MANAGER wherein MANAGER assumes VENTURER BUYER rights and obligations.

I. Recitals

WHEREAS, each year the various counties throughout California conduct public auctions of tax defaulted real properties whereby hundreds, if not thousands, of properties are offered for sale in each county; and

WHEREAS, to determine if any such property is worth purchasing, including an appropriate purchase price, requires considerable time, expense, experience, and specialized skill; and

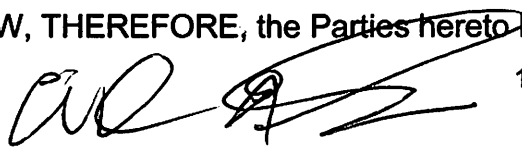
WHEREAS, it is often the case that many of the tax defaulted properties listed as being available at scheduled auctions are, in fact, removed from the sale due to taxes being paid at the last minute or other technical matters thereby rendering the time, expense, and labor spent on researching those properties meaningless; and

WHEREAS, having knowledge and insight as to the general details of those properties which actually are offered for sale at said auctions, for instance, the size, shape, configuration, condition, surrounding neighborhood, general value, etc., is extremely valuable and important to those competitively bidding for said properties; and

WHEREAS, VENTURER RESEARCHER is in the business of reviewing and researching real properties which are subject to tax-default auctions, has been doing so for approximately 27 years, and utilizes its own proprietary methods, skill, and resources to determine which properties may be worthy of purchase and which are not; and

WHEREAS, VENTURER BUYER, with the aid and assistance of Manager, if any, desires to purchase certain properties with VENTURER RESEARCHER at the Tax Sale using VENTURER RESEARCHER's confidential research and information, and to pay VENTURER RESEARCHER and Manager a fee for said services;

NOW, THEREFORE, the Parties hereto hereby agree as follows:

 1

II. EXCHANGED CONSIDERATION

2.01 Joint Selection of Property

In consideration of the mutual promises stated in this Agreement, VENTURER RESEARCHER shall provide the other parties with any and all research, information, opinions, and observations, that VENTURER RESEARCHER may have about certain tax defaulted properties offered at a public auction. Said material shall be shared immediately prior to actually participating in the bidding process. Said research, opinion, and observations shall include such things as the size and configuration of the lot(s) and improvements thereon (if any), condition, approximate value, and other factors that VENTURER RESEARCHER believes, in its sole discretion, may be relevant.

The said information, opinion, and observations shall be made on a good faith effort to determine relevant matters and should be deemed reliable but subject to verification. Given that difficulties of inspecting tax defaulted properties, and given further that these are "as is" sales, VENTURER RESEARCHER cannot, and hereby disclaims, any warranty or guarantee of its research, information, and opinions.

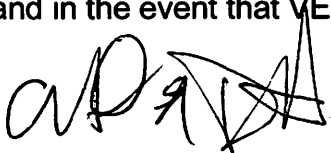
In particular, VENTURER RESEARCHER is not an attorney and shall not provide any legal advice nor legal opinion. VENTURER BUYER is advised that the process leading to a tax default sale of real property by a county requires strict adherence to required procedures. Those procedures are sometimes challenged by the owners and/or other parties of interest after the tax sale. Additionally, the actual effect of a tax deed on prior interests requires a very specialized experience in real estate law. VENTURER RESEARCHER shall not attempt, and hereby disclaims, any effort in that regard. VENTURER BUYER is informed, however, that if there is any irregularity in the tax sale process, a petition to set aside the sale must be made by the party whose property is being sold within one year after the sale. This is a general warning and VENTURER BUYER is advised to seek counsel for further details and purchasing tax defaulted properties in general.

VENTURER RESEARCHER, VENTURER BUYER and MANAGER will undertake the research and evaluation of the Properties offered at Auction with the understanding by all parties that said research and evaluation can be deemed reliable but is not guaranteed by VENTURER RESEARCHER, or MANAGER.

VENTURER BUYER and/or MANAGER agree to contribute \$3,600 towards the costs of property evaluation by tendering \$3,600 payable to VENTURER RESEARCHER, with the understanding that only if MANAGER and VENTURER BUYER are present during the bidding on all the properties for JUNE 4, 7AM-3PM, JUNE 5, 7AM-3PM & JUNE 7, 7AM-10AM, said \$3,600 will be credited towards any buyout of any purchase made by VENTURER BUYER and/or Manager. If no purchase, or buyout is consummated said \$3,600 is a contribution towards the costs of preparing for the auction.

2.02 Information To Remain Confidential

Neither VENTURER BUYER nor Manager shall disclose any information, research, opinions or the like described in 2.01 above to any third party prior to the bidding on the same. If and in the event that VENTURER BUYER and/or Manager use information provided by



VENTURER RESEARCHER to purchase a property at the Tax Sale, either directly or through a proxy, agent, or nominee, VENTURER BUYER and/or Manager agree to pay the fees otherwise stated herein,

2.03 Bidding And Payment for Property

VENTURER RESEARCHER shall qualify as a bidder, obtain a bidding paddle, and participate in the bidding process for any property that Venturer Buyer selects and so instructs. The initial bid and any increases thereto shall be conducted at the discretion of Venturer Buyer. If, however, Venturer Buyer desires to terminate its bidding at a certain price but VENTURER RESEARCHER desires to continue bidding on its own accord or for another, VENTURER RESEARCHER may do so without any obligation to Venturer Buyer.

Venturer Buyer agrees to pay the full price of the successful bid for each property subject to this Agreement and is aware of the consequences for non-payment, under revenue and taxation code 3456.

FOR THE SAN BERNARDINO AUCTIONS: VENTURER RESEARCHER shall bid on the property(ies) jointly selected with VENTURER BUYER and/or Manager (if any). To bid upon any property, VENTURER BUYER and/or Manager agree to immediately tender to VENTURER RESEARCHER a \$5,000, Cashiers check, bid deposit, payable to the San Bernardino County Tax Collector. VENTURER BUYER and/or Manager shall have until JUNE 11, 2024, 1:30 PM to pay the balance of the bid price, in the form of CASH or cashiers check, payable to AND at the San Bernardino County Tax Collector.

Venturer Buyer is advised that failure of a successful bidder to provide a payment required by the county May result in penalties to VENTURER RESEARCHER, under revenue and taxation code 3456, including, but not limited to, forfeiting its bidding privileges at the sale, other sales, or otherwise. Venturer Buyer further understands that by working with Venturer Buyer for the particular property, VENTURER RESEARCHER is unable, or substantially disabled, from finding other buyers for the property or otherwise taking advantage of its research and information. Accordingly, if and in the event of Failure by VENTURER BUYER and/or Manager to immediately pay the minimum deposit, and/or balance as outlined above for a property which VENTURER RESEARCHER was bidding on VENTURER BUYER's and/or Manager's behalf, Venturer Buyer shall owe VENTURER RESEARCHER liquidated damages of \$10,000 for each property so breached.

Venturer Buyer & manager if any acknowledges receipt of a copy of Revenue and Taxation Code 3456, regarding Bidder Non payment and agrees to indemnify, pay and hold harmless VENTURER RESEARCHER regarding any claim by the County Tax Collector with regards to Venturer Buyer's bidding and deposits.

VENTURER BUYER and/or Manager understands and agrees that failure to pay the balance of any bid within the allotted TIME shall have that deposit forfeited for the benefit of VENTURER RESEARCHER. Additionally, any rights, claims, privileges under this Agreement shall automatically terminate. Upon such an event VENTURER RESEARCHER may, in its sole discretion, pay the balance of the bid and own the property free and clear of any obligation under this Agreement.



2.04 Payment To VENTURER RESEARCHER and Manager; Quitclaim Deed to VENTURER BUYER OR MANAGER

1. BUYOUT

Until JUNE 18, 2024 VENTURER BUYER MAY PAY TO BUYOUT VENTURER RESEARCHER Nineteen percent (19%) and Manager (6%) (if any), of the purchase price otherwise to VENTURER RESEARCHER. Immediately upon and concurrent with said payment, VENTURER RESEARCHER shall execute and deliver to VENTURER BUYER a recordable quitclaim deed for the property(ies) subject to this Agreement and which have been paid for by VENTURER BUYER to the TAX COLLECTOR's.

2. BUYOUT AFTER JUNE 18, 2024 AS PERCENTAGE OF MARKET VALUE

If and in the event VENTURER BUYER elects not to pay VENTURER RESEARCHER and Manager said BUYOUT by June 18, 2024 , then and in that event, and after full payment to the tax collector by VENTURER BUYER.

VENTURER RESEARCHER shall execute and cause to be recorded a quit claim deed to: VENTURER BUYER, and VENTURER RESEARCHER, each as tenants in common as to an undivided Seventy-five percent (75%) and Twenty-five percent (25%), respectively. Manager's Six percent (6%) will be paid by VENTURER RESEARCHER to Manager.

VENTURER BUYER may elect to buyout the ownership interests in the subject property held by VENTURER RESEARCHER for the fair market value of its 25 % interest (not 25% of the purchase price) at any time within ONE YEAR after the successful bid and thereafter the same shall otherwise become due. VENTURER BUYER can choose and pay for a GIA appraiser to determine market value or the parties can agree on market value.

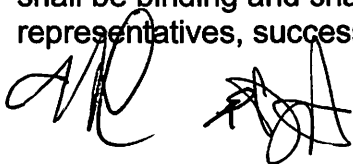
2.05 Share of Income and Expense

Until such time as VENTURER BUYER and/or Manager own the property outright, as set forth in this Agreement, each of the parties hereto shall share in the profits and expenses (as the same become due) in the same proportion as their interests set forth above. By way of example but without limitation, the parties shall share rental income, lease payments, licenses, taxes, repairs, and reasonably necessary maintenance. This section shall automatically terminate, thereby removing any obligation by VENTURER RESEARCHER and Manager to contribute towards expenses or receive rents, profits, etc., upon VENTURER BUYER owning the property outright as set forth in this Agreement.

3.00 GENERAL TERMS

3.01 No Assignment. Each party hereto warrants that they have made no assignment, and will make no assignment of any claim, chose in action, right of action or any right of any kind whatsoever regarding the subject matter found herein and that no other person or entity of any kind (other than as expressly mentioned above), had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein.

3.02 Successors and Assigns. This Agreement and the terms and provisions hereof, shall be binding and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.



3.03 Facsimile And Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one agreement. Facsimile signatures are acceptable as originals.

3.04 Voluntary Execution. This Agreement is freely and voluntarily executed by each party after having been appraised of all relevant information and data, legal or otherwise. Each party, in executing this Agreement, does not rely on any inducements, promises, or representations made by any other party, or their or its representatives, agents or attorneys other than as expressly set forth herein. Each party has their own attorney review this matter or has had an opportunity to have such a review performed.

3.05 Understanding. Each party has read this Agreement and had the terms used herein, and the consequences thereof, explained to their or its satisfaction.

3.06 Joint Preparation. This Agreement is to be deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the parties, but according to the application of the rules of interpretation of contracts.

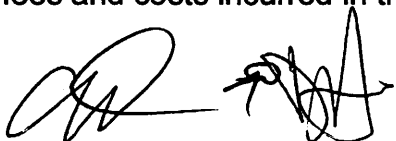
3.07 Severability. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

3.08 Entire Agreement. This Agreement and all documents incorporated by reference herein constitutes the entire Agreement of the parties with regard to the matters as set forth herein and it shall be binding upon and inure to the benefit of the executors, administrators, heirs, successors and assigns of each of the parties hereto. No other agreement, statements or promises by any person shall be binding on the parties unless it is in writing and signed by the person sought to be charged.

3.09 Authority. Each person executing this Agreement represents and warrants that he/she has the legal authority to do so.

3.10 Attorneys' Fees. In addition to any other relief set forth herein, any party hereto who is required to bring any action at law or in equity against any other party to this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs as such may be fixed by the Court.

3.11 Indemnity. VENTURER BUYER and Manager (if any) jointly and severally agree to indemnify, pay and hold harmless VENTURER RESEARCHER and its officers, directors, employees, agents, assignees, managers, and counsel (collectively called the "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever in connection with VENTURER BUYER's or Manager's purchase of property pursuant to this Agreement. VENTURER BUYER and Manager, at their sole cost and expense, shall also jointly and severally protect, defend, indemnify, release and hold harmless VENTURER RESEARCHER from and against any and all losses (including, without limitation, attorneys' fees and costs incurred in the investigation, defense, and settlement of losses incurred in




correcting any prohibited transaction or in the sale) that VENTURER RESEARCHER may incur, directly or indirectly, as a result of any property purchased pursuant to this Agreement.

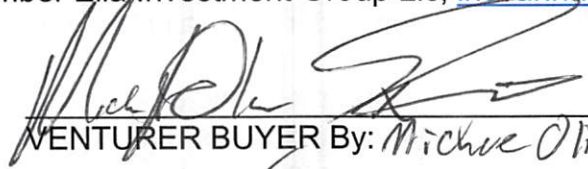
3.12 VENTURER BUYER, Manager, and VENTURER RESEARCHER agrees that exclusive jurisdiction for any legal action or proceeding arising out of or relating to this Joint Venture Agreement resides in binding arbitration to be conducted in the city of Los Angeles, CA via governing laws of the State of California. Said Arbitrator shall be chosen by the case administrator of Judicate West. **The parties hereby knowingly and expressly waive all rights to trial in Court and submit to the complete jurisdiction of binding arbitration.**

3.13 Notice of Arbitration shall be served via email to the email addresses given in the signature lines below with a copy to a case administrator at Judicate West. Responding Party to a Notice of Arbitration shall have 10 calendar days to respond and commence arbitration and pay arbitrator retainer to avoid default award.

3.14 Arbitration to be completed no later than 60 days from the commencement of the claim of when commencing party and responding party have both paid their arbitrator retainer. We agree to the above stated terms.

VENTURER RESEARCHER

Dated: 5/29/24 X  X
By: Andre Deloje, member ADAD LLC, adadllc@hotmail.com, ph 310 459-7658
By Inga Oganessian, member Elia Investment Group Llc, ihovanna44@gmail.com,
Ph 747 888-7773

Dated: 5/28/24 
VENTURER BUYER By: Michelle Olivera Daniel Hernandez
Email: info@theinvestmentfirm.com Phone: (714) 743-6319
(626) 890-7402

Dated: _____
Manager by _____

Email: _____ Phone: _____