

intermediaries, controlling, controlled by, or under common control with such person. "Control", as used in the immediately preceding sentence, means, with respect to a corporation, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights of such corporation, and, with respect to any individual, partnership, limited liability company, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the such person.

"Capital Proceeds" shall mean (i) all cash received from sale, exchange, disposition or financing of the Property or determined by the Cotenants no longer to be needed for reserves and retentions previously established out of amounts that would have constituted Capital Proceeds, reduced by (ii) such reserves and retentions as the Cotenants determine to be necessary or desirable.

"Cash Flow" shall mean (i) all cash received from the operation of the Property determined by the Cotenants no longer to be needed for reserves and retentions previously established out of amounts that would have constituted Cash Flow, other than (A) Capital Proceeds and (B) refundable security deposits and other like receipts, reduced by (ii) all cash expenditures with respect to the Property, including payments of Property Costs and all other cash expenditures related to the operation of the Property and such reserves and retentions as the Cotenants determine to be necessary or desirable in connection with the operation of the Property.

"Ownership Interest(s)" means, at a particular point in time, with respect to a particular Cotenant, such Cotenant's then undivided ownership interest in the Property.

"Person" means any natural person, partnership, joint venture, corporation, association or other legal entity.

"Property" shall refer to 119 Meadow Dr., Stateline, NV.

"Property Costs" means all cost reasonably incurred on behalf on the Cotenants (i) to operate, maintain or repair the Property, (ii) for capital improvements and replacements to the Property, (iii) by reason of general and special real property taxes and assessments imposed upon the Property ("Taxes"), and the costs of insurance maintained for the benefit of the Cotenants or the Property ("Insurance"); (iv) in connection with the marketing of the Property, and (v) for payments of principal and interest on or otherwise in connection with any indebtedness secured by the Property or any refinancing thereof.

"Transfer" shall mean to sell, exchange, transfer, assign, hypothecate, pledge, alienate, or otherwise dispose of (whether voluntarily, involuntarily, by merger or otherwise by operation of law) all or any portion of an Ownership Interest to any person in any manner or mode, direct or indirect, absolute or conditional, voluntary or involuntary. "Transfer" shall include an offer or attempt to make a Transfer.

ARTICLE 2 - RELATIONSHIP OF THE PARTIES

2.1. Purpose. The Cotenants hereby agree to hold title to the Property as tenants-in-common pursuant and subject to the terms of this Agreement, and the above Recitals. Cotenants shall have mutual rights to occupancy and use of the property.

2.2. Acquisition of Property. The Cotenants will acquire the Property concurrently with the recordation hereof.

2.3. Management Actions. Major decisions concerning the Property shall be financing, sale, exchange or other disposition of the Property, and shall require the written approval or consent of Cotenants holding seventy-five percent (75%) of the Ownership Interests of the Cotenants. All other decisions shall be made by Cotenant's holding a majority of the Ownership Interests. Approval of payment of Property Costs or decisions regarding leasing of the Property shall not be unreasonably withheld. The Cotenants may elect to engage an experienced, competent manager (which may be one of the Cotenants or an Affiliate thereof) at a fair compensation, upon such terms and conditions as may be approved by the Cotenants who own a majority of the Ownership Interests, for the day-to-day administration and/ or operations of the Property. A manager may be replaced from time to time by the Cotenants holding a majority of the Ownership Interests.

2.4. Waivers.

(a) Waiver of Partition. Each Cotenant hereby waives any right that he may otherwise have to partition the Property or any portion thereof during the term of this Agreement, and agrees not to make application to any court or authority nor commence or prosecute any action or proceeding for such purpose.

(b) Waiver of Other Common Law Rights. Each cotenant hereby waives any other common law rights or remedies that he may otherwise have by virtue of his status as a tenant-in-common, to the extent that such rights or remedies conflict with any provision of this Agreement, including, without limitation, any right or remedy relating to possession of the Property, the right to receive income or proceeds from the Property, and the right of contribution with respect to costs incurred in connection with the Property, except as provided herein.

(c) Injunctive Remedy. If any Cotenant brings any application, action or proceeding in violation of this Section 2.4, the other Cotenants, in addition to any other rights or remedies available under this Agreement, at law or in equity, shall be entitled to a decree or order restraining and enjoining such application, action or proceeding.

2.5. Term of Agreement. The term of this Agreement shall commence upon the date as of which this Agreement is entered into and shall continue until the first to occur of the following:

- (a) The sale and conveyance to a third party of the Cotenants' entire interest in the Property and the distribution of all proceeds of such sale as provided herein: or
- (b) December 31, 2075.

2.6 No Partnership; Outside Activities. This Agreement is not intended to and shall not be construed to create or confirm the existence of a partnership. Further, nothing in this Agreement shall be construed so as to grant any right, privilege or option to any Cotenant to participate in any manner in any other business, corporation, partnership, venture or investment in which the other Cotenants or any of them may participate, including those which may be the same as or similar to the undertaking of the Cotenants under this Agreement and in direct competition therewith. Each of the Cotenants expressly consents to the participation by the other Cotenants or its or their Affiliates or any of its partners, members, shareholders, managers, officers, associates or employees in any such business, corporation, partnership, venture or investment.

ARTICLE 3 - OWNERSHIP INTEREST ADDITIONAL CAPITAL REQUIREMENTS

3.1. Initial Ownership of the Property. The Property shall be owned in cotenancy by the Cotenants with TAHFT having an undivided Fifty One percent (51.00%) Ownership Interest and JOHNET having an undivided Forty Nine percent (49.00%) interest. Each Cotenant shall assume, be responsible for, and pay when due, their Ownership Interest share of all debt secured by the Property, and all other obligations related to ownership of the Property.

3.2 Contributions Requested by a Cotenant. Each Cotenant shall pay its Ownership Interest share of all Property Costs when due. If a Cotenant reasonably determines that the Property's cash Flow is inadequate to pay all Property Costs, any Cotenant may send a written notice to the other Cotenant(s) (the "Contribution Notice") setting forth the total amount of additional funds which are needed, the basis for such conclusion and each Cotenant's share of such amount (which shall be based on the Cotenant's Ownership Interest). Each Cotenant shall contribute their respective share of such amount within fifteen (15) business days following the date the Contribution Notice is received. If any Cotenant fails to contribute his share (a "Defaulting Cotenant"), the other Cotenant(s) (the "Non-Defaulting Cotenants") may, but shall have no obligation to, contribute the Defaulting Cotenant's share (a "Default Contribution"). The maximum Default Contribution amount by each Non-Defaulting Cotenant electing to make a Default Contribution shall be an amount equal to the proportion of the Default Contribution which bears the same ratio to the Default Contribution in question as the Ownership Interest of each electing Non-Defaulting Cotenant bears to the interests of all electing Non-Defaulting Cotenants. To the extent any such electing Non-Defaulting Cotenant contributes less than its maximum Default Contribution amount (the amount not so contributed is referred to as the "Foregone Default Contribution"), the remaining electing Non-Defaulting Cotenants may (but will not be required to) contribute as a Default Contribution an amount equal to the Foregone Default Contribution.

3.3 Decisions. If any Cotenant fails to pay amounts due under a Contribution Notice, the Non-Defaulting Cotenant(s) may after giving thirty (30) days notice to the Defaulting Cotenant, while such default remains, elect to sell the Property at a reasonable price to an unrelated and unaffiliated third party purchaser. A Defaulting Cotenant shall not be entitled to participate in a decision to sell the Property or the terms of sale unless such default is cured by the later of (i) thirty (30) days after receipt of written notice that the other Cotenant(s) have elected to sell the Property or (ii) the date the purchase contract is signed for the sale of the Property. The Defaulting Cotenant shall sign such deeds, assignment of leases and other documents necessary to carry out the terms of any such sale (the "Sale Documents"). Each Cotenant authorizes the other Cotenant(s) to obtain an injunction to force a Defaulting Cotenant to sign the Sale Documents.

ARTICLE 4 - DISTRIBUTIONS

4.1. Distribution of Cash Flow. At the times and in such amounts as the Cotenants may agree, Cash Flow shall be distributed and applied in the following order of priority:

(a) First, to creditors (including Cotenants in their capacities as creditors) in the amount of any accrued but unpaid indebtedness secured by the Property or incurred in its operation to the extent due at the time of distribution or in an amount that the Cotenants determine is necessary or advisable to pay.

(b) Second, to the Cotenants in proportion to their respective Ownership Interest.

4.2. Distribution of Capital Proceeds. Capital Proceeds shall be distributed and applied in the following order of priority:

(a) First, to creditors (including Cotenants in their capacities as creditors) in the amount of any accrued but unpaid indebtedness secured by the Property or incurred to operate or maintain the Property which is outstanding at the time of distribution or in an amount that the Cotenants determine is necessary or advisable to pay.

(b) Second, to the Cotenants in proportion to their respective Ownership Interests.

ARTICLE 5 - TRANSFER OF INTERESTS

5.1 When Transfer Permitted. No Cotenant shall make any Transfer unless he does so in compliance with the requirements of this Article 5 and after satisfying all of the conditions

set forth below: The transferor and transferee shall execute, acknowledge, verify and deliver and cause to be executed, acknowledged, verified and delivered to or on behalf of the other Cotenants such documents, certificates and other instruments, and shall take such other actions, as the Cotenants reasonably require in connection with the Transfer in order to establish that the Transfer complies with any applicable law or governmental rule or regulation, to bind the transferee to this Agreement and to deal with any other matter related to the interests of the Cotenants that may be affected by the Transfer in such manner as the Cotenants may deem necessary or appropriate under the circumstances, including without limitation providing United States federal income identification number, tax status (ie., United States citizen or resident alien), the Ownership Interest transferred, and other information reasonably requested by any other Cotenant.

5.2 Exempt Transfers. Any sale or Transfer of Ownership Interests between Cotenants shall be exempt from the provisions of Section 5.1 above.

5.3 Right of First Refusal. If a Cotenant ("Selling Cotenant") receives a written, bona fide offer (the "Offer") to purchase all or any portions of the Ownership Interest of such Cotenant (the "Offered Interest") from a person who is not a Cotenant or an Affiliate of the Selling Cotenant, then the Selling Cotenant may transfer the Offered Interest pursuant to, and on the terms and conditions set forth in the Offer (other than the closing date which shall be governed by the provisions of this Article 5), provided that (1) the Selling Cotenant shall have given a copy of the Offer to the other Cotenants (2) the Selling Cotenant shall grant to the remaining Cotenants the right to purchase the Offered Interest on the terms and conditions set forth in the Offer, (3) the Offered Interest is not purchased by remaining Cotenants pursuant to Section 5.5 below, and (4) the sale occurs within sixty (60) days after expiration of the period within which the remaining Cotenants must have given notice of exercise of their right to purchase the Offered Interest.

5.4 Exercise Notice Procedures. Each remaining Cotenant shall exercise his right to purchase the Offered Interest by giving notice of such exercise to the Selling Cotenant within thirty (30) days of receipt of the Offer from the Selling Cotenant (which exercise period shall be specifically reiterated in the notice to the remaining Cotenants). The notice may specify a maximum amount the respective remaining Cotenants undertake to purchase pursuant to exercise of the right granted herein.

5.5 Purchase by Remaining Cotenants. Each Cotenant who exercises its right to purchase the Offered Interest under this Article 5 shall purchase a percentage of the Offered Interest determined by dividing the Ownership Interest of such Cotenant by the total Ownership Interests of the remaining Cotenants who exercise such right to purchase; provided, any amount so allocated for purchase by a Cotenant in excess of the maximum amount the Cotenant shall have undertaken to purchase pursuant to exercise of the right to do so shall be reallocated to the other Cotenants. The purchase of the Offered Interest by the Cotenants shall occur on the later of (i) sixty (60) days after a copy of the Offer is received by the Cotenant or (ii) the closing date set forth in the Offer.

ARTICLE 6 - Not Used

ARTICLE 7 - Not Used

ARTICLE 8 - LIENS

8.1 Duty Not To Encumber. Each Cotenant agrees not to allow its undivided interest in the Property to be encumbered voluntarily or involuntarily. Without limiting the generality of the foregoing, no encumbrance may be voluntarily placed against the ownership interest in the Property by a Cotenant (a "Voluntary Lien") nor shall the interest in the Property of a Cotenant be used as collateral or additional collateral for a loan to a Cotenant or others. Involuntary liens which become encumbrances against the interest of a Cotenants in the Property, such as tax liens, judgment liens, attachments and the like ("Involuntary Liens") shall be immediately paid off, or otherwise discharge as a lien against the Property.

8.2 Status of Liens. Any voluntary or Involuntary Lien (a "Lien") which attaches to the interest of a Cotenant shall be subject and subordinate to the duties of the Cotenant hereunder. If any other Cotenant chooses to pay off a Lien of a Cotenant whose Property is the subject of a Lien the paying Cotenant(s) shall have all of the rights of a lienholder without any special duty to the Cotenant against whom the Lien attaches, subject to the terms of this Agreement.

8.3 Election to Sell. The Cotenants whose interests in the Property are not subject to a Lien may choose to sell the Property at a reasonable price to an unrelated and unaffiliated third party purchaser after giving the Cotenant whose interest has been liened thirty (30) days prior written notice of such election, unless the liened interest is released by the later of (i) the end of such thirty (30) period or (ii) the date a purchase contract is signed for the sale of the Property.

ARTICLE 9 - MISCELLANEOUS PROVISIONS

9.1 Complete Agreement. This Agreement constitutes the complete and exclusive statement of agreement among the Cotenants and supersedes all prior agreements by and among them regarding the subject matter hereof and schedules hereto are incorporated by this reference and shall be treated as if set forth herein.

9.2 Binding Effect. This Agreement shall bind the transferees of the Cotenants and to the extent permitted hereunder shall inure to the benefit of such transferees.

9.3 Governing Law. This Agreement and the rights and obligations thereunder shall be governed by and interpreted in accordance with the laws of the State of California. Any action hereunder shall be brought in Orange County, California.

9.4 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Cotenants and, to the extent permitted hereunder, their transferees. No creditor or other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

9.5 Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision thereof.

9.6 Terminology. Unless the context otherwise requires (i) references to numbered or lettered articles, sections and subsections relate to articles, sections and subsections of this Agreement unless otherwise expressly stated; (ii) the terms “herein,” “hereunder” and other similar compounds of the word “here” refer to the entire Agreement and not to any particular provision or section of the Agreement; and (iii) each gender and number includes each other gender and number.

9.7 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.8 Terms. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

9.9 Additional Documents and Acts. Each Cotenant agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

9.10 Notices. Any notice to be given or to be served upon any Cotenant in connection with this Agreement shall be in writing and shall be given at the address for that Cotenant set forth below or at such other address as one Cotenant shall furnish to the others under this section:

If To: TAHFT

T&A Hackett Family Trust
Travis Hackett

3 Upper Newport Plaza, 2nd Floor
Newport Beach, CA 92660

If To: JOHNET

Jana O. Hackett Exempt Trust
Terry Hackett
3 Upper Newport Plaza, 2nd Floor
Newport Beach, CA 92660

9.11 Interpretation. The Cotenants agree that each Cotenant and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

9.12 Counterparts/Facsimile Signature. This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement, but such counterparts, when taken together, shall constitute but one agreement. If this Agreement is so executed by any one (1) or more Cotenants in counterpart, the page bearing the signature of a Cotenant may be transmitted to the other Cotenants by way of facsimile, which transmission shall be deemed the same as delivery hereunder of original signature.

9.13 Reference.

(a) Reference Exclusive Remedy. Except as provided in Section 3.3, controversy, dispute or claim among the Cotenants arising out of or relating to this Agreement, which controversy, dispute or claim is not settled in writing within thirty (30) days after the "Claim Date" (as hereinafter defined), will be settled by a reference proceeding in the Orange County Superior Court in the City of Santa Ana, California (the "Court") in accordance with the provisions of Section 638 et seq., of the California Code of Civil Procedure, or their successor sections (the "CCP"), which shall constitute the exclusive remedy for the settlement of any controversy, dispute or claim concerning this Agreement, including whether such controversy, dispute or claim is subject to the reference proceeding and the Cotenants waive their rights to initiate any legal proceedings against each other in any court or jurisdiction other than the Court. The referee (the "Referee") shall be a retired Judge of the Court selected by mutual agreement of the parties, and if they cannot so agree within forty-five (45) days after the Claim Date, the referee shall be promptly selected by the Presiding Judge of the Court (or his representative). The date on which the Referee is selected is herein called the "Selection Date". The Referee shall be appointed to sit as a temporary judge, with all of the powers of a temporary judge, as authorized by law, and upon selection should take and subscribe to the oath of office as provided for in Rule 244 of the California Rules of Court (or any subsequently enacted Rule). The Referee shall set the matter for hearing within sixty (60) days after the Selection Date, and try any and all issues of law or fact and report a statement of decision upon them, if possible, within ninety (90) days of the Selection Date. Any decision rendered by the Referee shall be final, binding and conclusive and judgment shall be entered pursuant to CCP Section 644 in any court in the State of California having jurisdiction. Any Cotenant may apply for a reference

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proceeding at any time after thirty (30) days following the date (the "Claim Date") on which one Cotenant notifies any other of a controversy, dispute or claim, by filing a petition for a hearing and/or trial. All discovery permitted by this Agreement shall be completed no later than fifteen (15) days before the first hearing date established by the Referee. The Referee may extend such period in the event of a party's refusal to provide requested discovery for any reason whatsoever, including, without limitation, legal objections raised to such discovery or unavailability of a witness due to absence or illness. No Cotenant shall be entitled to "priority" in conducting discovery. Depositions of a Cotenant or its Affiliates may be taken by any Cotenant upon seven (7) days written notice, and, request for production or inspection of documents shall be responded to by a Cotenant or its Affiliates within ten (10) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the Referee whose decision shall be final and binding upon the Cotenants who are parties to the proceeding.

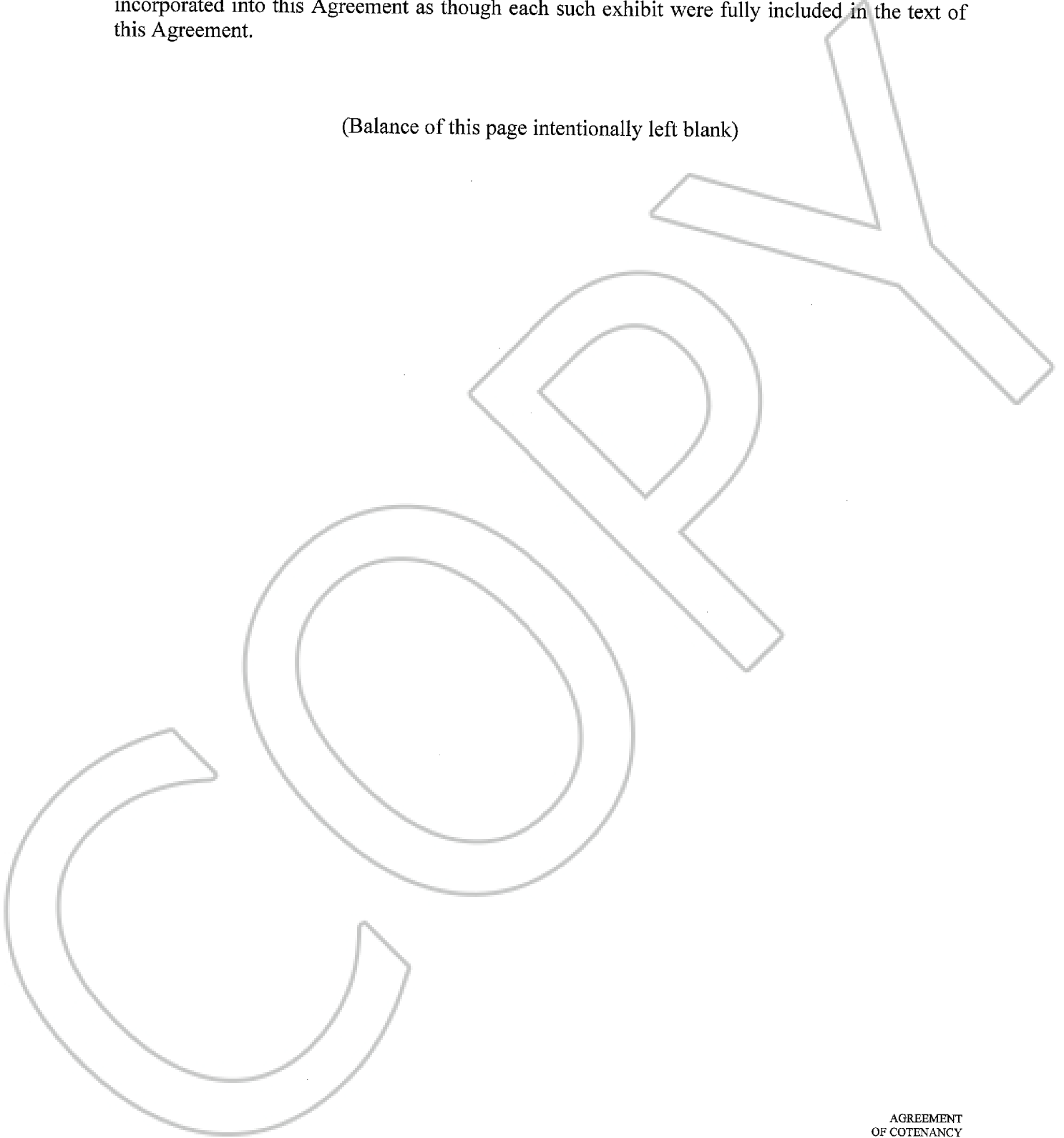
(b) Conduct of Proceeding. Except as expressly set forth in this Agreement, the Referee shall determine the manner in which the reference proceeding is conducted including the time and place of all hearings, the order or presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the Referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the Referee. The Cotenant making such a request shall have the obligation to arrange for and pay for the court reporter. The costs of the court reporter at the trial shall be borne equally by the Cotenants participating in the proceeding.

(c) California Law. The Referee shall be required to determine all issues in accordance with existing case law and statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The Referee shall be empowered to enter equitable as well as legal relief, to provide all temporary and/or provisional remedies and to enter equitable orders that will be binding upon the parties. The Referee shall issue a single judgment at the close of the reference proceeding which shall dispose of all of the claims of the parties that are the subject of the reference. The Cotenants expressly reserve the right to contest or appeal from the final judgment or any appealable order or appealable judgment entered by the Referee. The parties hereto expressly reserve the right to findings of fact, conclusions of law, a written statement of decision, and the right to move for a new trial or a different judgment.

(d) Enabling Legislation. In the event that the enabling legislation which provides for appointment of a Referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by the reference procedure herein described will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge of the Court, in accordance with the California Arbitration Act, sections 1280 through 1294.2 of the CCP as amended from time-to-time. The limitations with respect to discovery as set forth hereinabove shall apply to any such arbitration proceeding.

9.14 Incorporation of Exhibits. All exhibits referred to in this Agreement are hereby incorporated into this Agreement as though each such exhibit were fully included in the text of this Agreement.

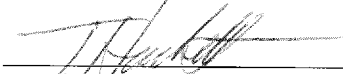
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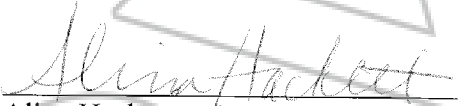


IN WITNESS WHEREOF, all Cotenants have executed this Agreement effective as of the date first set forth above at Newport Beach, CA.

TAHFT:

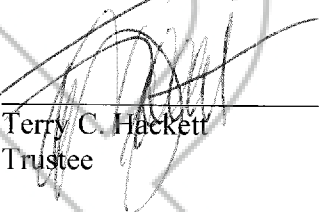
T&A Hackett Family Trust

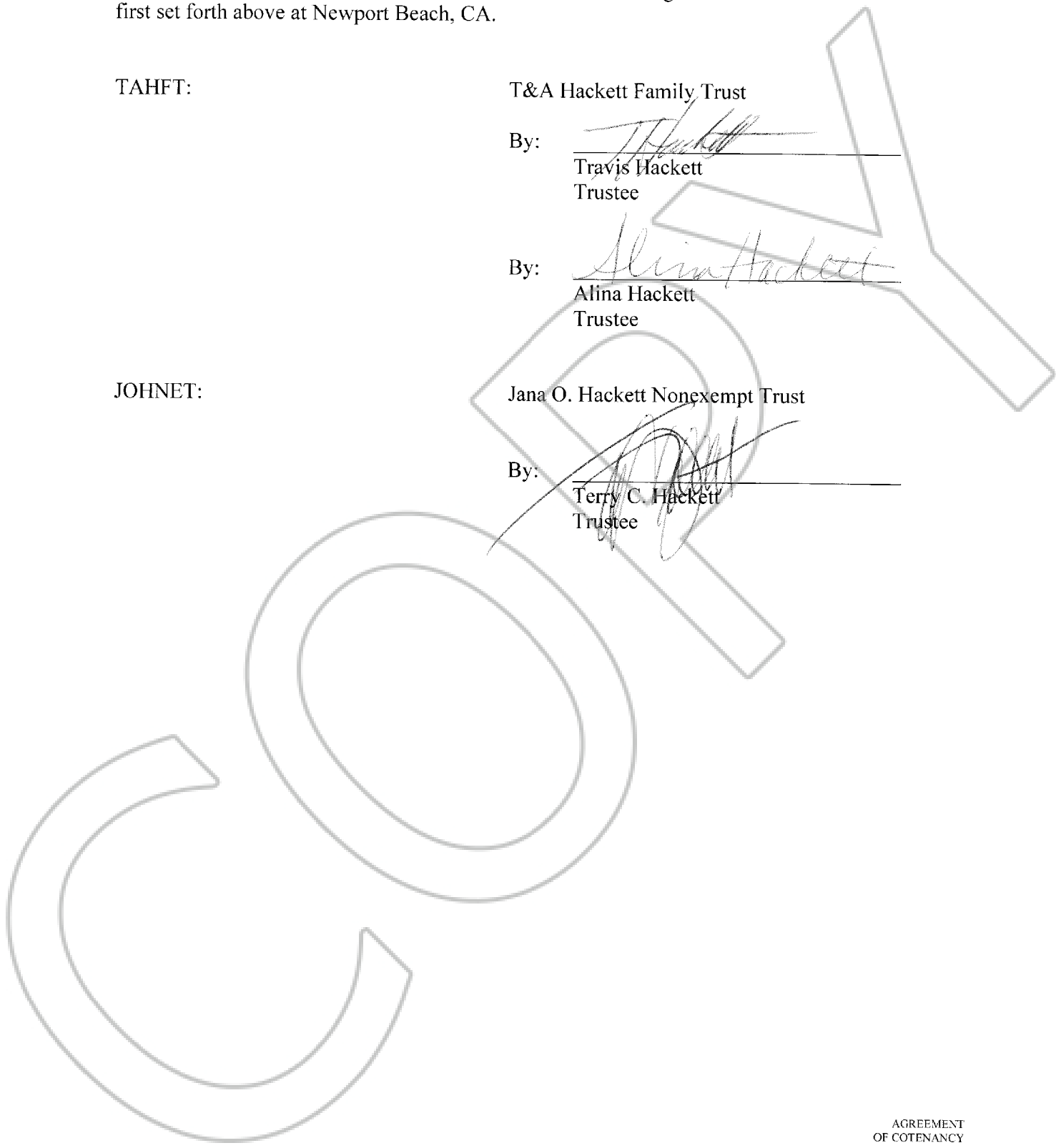
By: 
Travis Hackett
Trustee

By: 
Alina Hackett
Trustee

JOHNET:

Jana O. Hackett Nonexempt Trust

By: 
Terry C. Hackett
Trustee



STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On 11/22/23, 2023, before me, Mariah Rene Roa, Notary Public, personally appeared Travis Hackett, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

[SEAL]

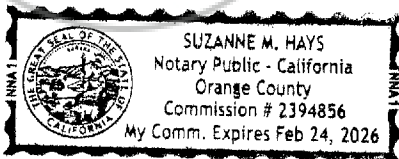
STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On 27 NOVEMBER, 2023, before me, SUZANNE M. HAYS, Notary Public, personally appeared Alina Hackett, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Signature

AGREEMENT
OF COTENANCY

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

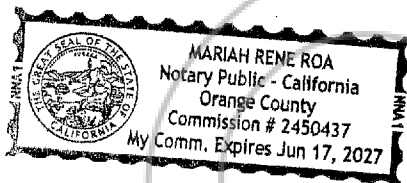
On 11/22/23, 2023, before me, Mariah Rene Roa, Notary Public, personally appeared Terry C. Hackett, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

[SEAL]



LEGAL DESCRIPTION OF THE PROPERTY

Lot 2, in Block C of Granite Springs Subdivision, Phase 1, according to the map thereof, filed in the Office of the County Recorder of Douglas County, Nevada, recorded on June 15th, 1979, as Book 679, Page 1150 Document No. 33554.

Assessors Parcel No.: 1318-26-514-019

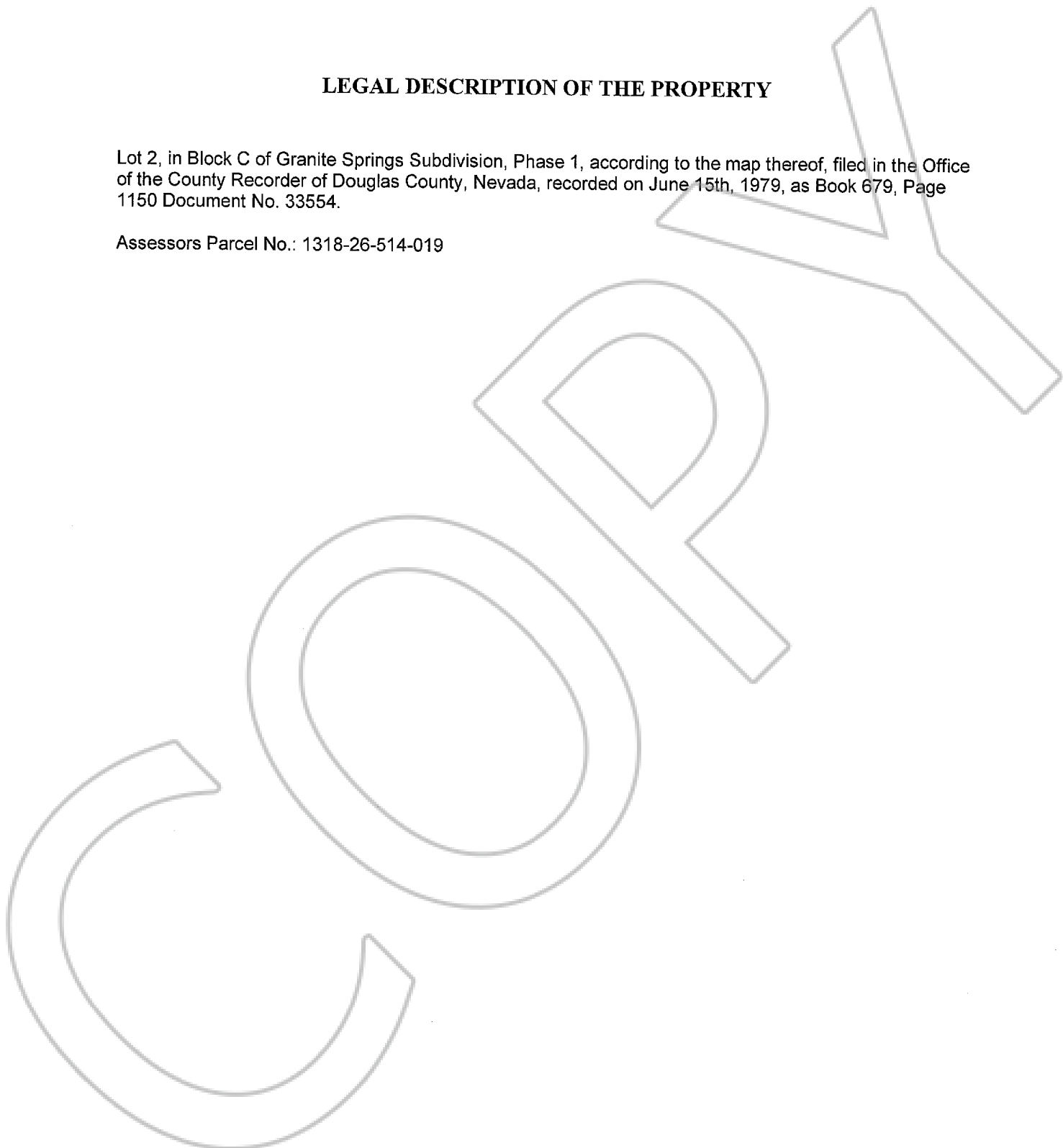


Exhibit "A"

PROPERTY