

EQUITY TRANSFER SHARE AGREEMENT

of

BETTER REAL ESTATE I, LLC

Prepared: DATE

David Levine Bramante (“**Bramante**” and/or “**Transferor**”) located at 26565 Agoura Road, Suite 200, Calabasas, CA 91302, and NAME (“**Name**” and/or “**Transferee**”) located at _____ (collectively referred to as the “**Parties**”) enter into this Equity Transfer Share Agreement (“**Agreement**”).

RECITALS

Wherefore, Transferee would like to purchase X.XX% equity shares in Better Real Estate I, LLC, located at 26565 Agoura Road, Suite 200, Calabasas, CA 91302 (the “**Company**”) from Transferor. The Company is the ownership entity of the eight-unit multifamily property located at 240 Robinson Street, Los Angeles, CA 90026, APN: 5156-006-005 (the “**Property**”).

Wherefore, Transferor would like to sell X.XX% of his equity shares in the Company to Transferee for \$X.XX (“**Valuable Consideration**”). Transferor shall provide bank wire information to Transferee, via email, in order to receive Valuable Consideration.

Wherefore, execution of this Agreement by the Parties and receipt of the Valuable Consideration shall constitute completion of this Agreement. Therefore, the Parties agree to the terms below.

TERMS

1. Agreement Summary

- a. The Transferee is buying X.XX% equity shares in the Company from Transferor for \$X.XX Valuable Consideration. The Company is the ownership entity of the Property.
- b. Transferor: The Transferor shall maintain majority voting control for decision-making for the Company and the Property, and shall cover any and all capital calls for the Property.
- c. Transferee. The Transferee shall be a limited equity share owner of the Company and a “silent partner”, and will not be required to contribute to capital calls. In exchange, Transferee will not have any voting rights.

- d. Accreditation. Transferee confirms to Transferor that he/she qualifies as an accredited investor per SEC guidelines (individuals (i.e., natural persons) may qualify as accredited investors based on wealth and income thresholds, as well as other measures of financial sophistication).

2. Company Business Operations

- a. Operations. All operations of the Property and the Company are managed by Transferor. He holds unilateral decision-making on the operation and sale of the Property based on his equity shares.
- b. Goal. The goal of Transferor is to make the Company and the Property as profitable as possible, depending on various marketing conditions, by developing the Property in 2023 and selling in 2024.

3. Company Equity Shares

- a. The Transferee is purchasing X.XX% equity in the Company from Transferor for the Valuable Consideration of \$X.XX, and these shares in the Company have no voting rights and no capital call responsibilities.
- b. **Transfer of Equity.**
 - i. **Equity Transfer.** Transfer of Equity shall be no later than 3 business days from receipt of Transferee's Valuable Consideration receipt. Transferee will receive its X.XX% equity shares in the Company, and be issued any shareholder agreements to execute per the Company's Operating Agreement (if applicable).

4. Company Distribution Schedule: At the time of a refinance, and/or disposition of the Property, the funds will be allocated as follows.

- a. **Trust Deeds and Loans.** Proceeds will be first distributed to pay off any and all existing trust deeds and/or loans on the Property.
- b. **Transaction Fees.** Transaction fees associated with the financing, refinancing and/or selling of the Property will be paid off, including any escrow and/or title fees.
- c. **Property Expenses.** Any other Property and Company expenses will be paid off.
- d. **Company Members' Profit Share.** Then distributions will be to any and all Members for Profit Share (Transferor and Transferee) based on his/her respective equity shares that each owns in the Company.

5. **No-Waiver.** No failure or delay by the Parties for exercising their rights under this Agreement shall be considered a waiver of such rights. Any delay or failure to enforce the terms of this Agreement and any delay to act on a breach of its term by any Party does not constitute a waiver of those rights.
6. **Severability.** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.
7. **Integration.** There are no verbal or other agreements that modify or affect the terms of this Agreement. This Agreement may not be modified or amended except by a written agreement signed by the Parties.
8. **Conflicting Terms.** The terms of this Agreement shall have authority and precedence over any conflicting terms in any referenced agreement or document.
9. **Notice.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered:
 - a. In person or by certified mail, postage prepaid, return receipt requested:
 - i. Transferor: 26565 Agoura Road, Suite 200, Calabasas, CA 91301
 - ii. Transferee:
 - b. By facsimile or by electronic service, via email:
 - i. Transferor: davidbramante@gmail.com
 - ii. Transferee:
 - c. By a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.
10. **Non-Disparagement and Confidentiality.** Each Party agrees to refrain from any defamation, libel or slander of the other, or tortious interference with the contracts and relationships of the other. Each Party agrees to keep confidential the terms of this Agreement, its existence other than as evidence to show transfer of the shares from Transferor to Transferee, and the Valuable Consideration related thereto (except for the sole purpose of reporting taxes of Valuable Consideration to a tax professional or government tax agency, like the California Franchise Tax Board and Federal Internal Revenue Service).

11. Governing Law and Disputes. It is agreed that:

- a. This Agreement is made under the exclusive jurisdiction of the laws of the State of California, United States of America.
- b. Disputes under this Agreement are subject to the exclusive jurisdiction of the courts of the State of California in the United States of America. Any legal action to enforce this Agreement shall be brought in the County of Los Angeles in the State of California.

12. Other Terms. It is agreed that, subject to the terms of this Agreement:

- a. **Powers.** Each Party hereby declares that they have all necessary powers and approvals to enter into this Agreement.
- b. **No Harm.** Each Party hereby warrants that he/she will not do any action which might harm, hinder or negatively affect the duties of the other Party set out within this Agreement.
- c. **Headings.** The heading titles contained within in this Agreement are included as a drafting reference only and for ease of reference, they do not comprise part of the Agreement.
- d. **Counterparts.** This Agreement can be executed either in one original or in more than one counterpart.
- e. **Binding.** This Agreement is binding on all Parties by virtue of the conduct of those Parties and inspite of any defect or error in the formality of its execution.

13. Attorneys' Fees and Costs. In the event any litigation, arbitration, mediation, or other proceeding is initiated by any party to enforce this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all costs, expenses, reasonable attorneys fees, relating to or arising out of:(i) such proceeding and to any post judgment or (ii) any post judgment proceeding or post-award proceeding including without limitation to enforce any judgment or award resulting from any such proceeding.

The Parties have read and agree to the terms of this Agreement.

NAME, Transferee

Date

David Levine Bramante, Transferor

Date