IGZ CAPITAL PARTNERS
A Division of IGZ Holdings Co.



EXECUTIVE PARTNERSHIP FRAMEWORK

IGZ CAPITAL PARTNERS

Residential Rehab, Real Estate Development & Corporate Treasury Engine

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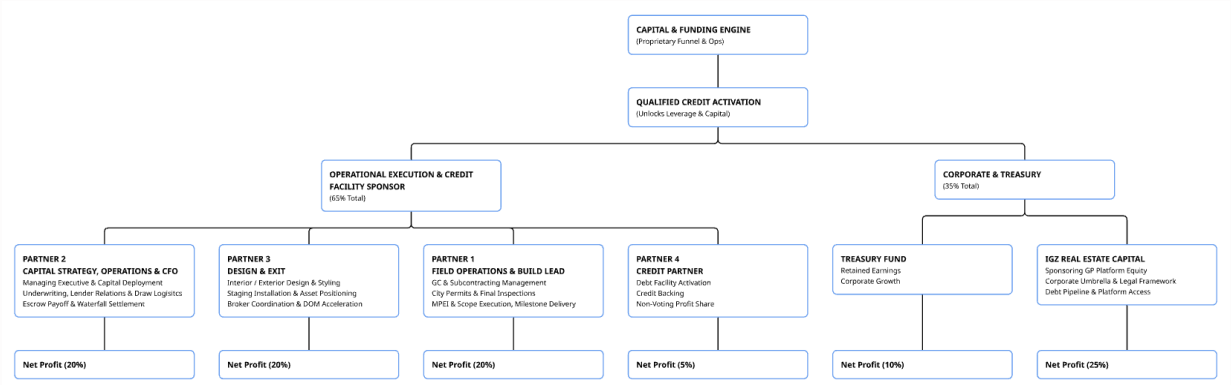
1. Executive Summary & Core Value

This proposal outlines a strategic partnership designed to source, acquire, renovate, and rapidly liquidate high margin residential real estate.

The partnership combines a proprietary funding framework, tier-one credit leverage, expert field execution, and high-end interior design and staging to acquire, renovate, and liquidate residential real property.



2. 6-Way Profit Distribution & Corporate Sponsorship

Net profits from each completed project schedule are distributed across two primary capital pools comprising six distinct allocation accounts (65% Operational Execution & Credit Facility Sponsor / 35% Corporate & Treasury). This framework ensures immediate, performance-driven compensation for active operational leads, allocates dedicated yield for credit facility activation, and systematically builds both a project treasury and parent General Partner reserve to fund platform growth.

- Project Execution & Credit Activation Pool (65% Total): Allocates a 20.0% Net Profit Interest to Partner 1 (Field Operations & Build Lead), a 20.0% Net Profit Interest to Partner 2 (Capital Strategy, Operations & CFO), a 20.0% Net Profit Interest to Partner 3 (Design & Exit Strategy), and a 5.0% Net Profit Interest to Partner 4 (Credit Partner) for facility activation.
- Partnership Treasury Fund (10%): Dedicated retained reserves to self-fund future deal deposits, buy down leverage costs, and maintain working capital. Operating reserves adhere to a Tiered Treasury Floor ($0–$50k: 100% reserved for debt/project protection; $50k–$100k: 50/50 split between reserve and growth; $100k+: 100% unlocked for growth).
- IGZ Real Estate Capital Reserve (25%): Sponsoring General Partner allocation paid directly to IGZ Real Estate Capital. Compensates the parent entity for providing proprietary debt pipeline deployment, institutional capital structuring, corporate backend systems, and umbrella legal governance. These proceeds represent earned enterprise compensation, are disbursed directly through closing escrow upon property disposition, and are not Partnership Treasury assets.

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Operational Executions & Duties:

President of Construction & Field Operations

Title: President of Construction & Field Operations | Equity Distribution: 20.00%

- On-Site Execution: Directs structural repairs, framing, drywall, finish trades, and general construction workflow.
- Trade Supervision: Manages subcontractor schedules, quality control, and strict deadline enforcement.
- Regulatory & Municipal Delivery: Manages building permit logistics, coordinates required city and trade inspections, and clears final Certificate of Occupancy sign-offs.

Capital Strategy, Chief Financial Officer & Managing Director

Lead: Managing Partner | Equity Distribution: 20.00%

- Business Origination: Sources and leverages capital avenues, funding mechanisms, and deal pipelines.
- Financial Logistics: Oversees lender relationships, draw schedules, interest servicing, and project accounting.
- Co-Project Management: Works directly alongside the build lead to enforce milestones and budget limits.

President of Design & Brand Marketing

Title: President of Design & Brand Marketing | Equity Distribution: 20.00%

- Design & Styling: Controls finish selections, paint schemes, fixtures, and interior layouts to match top buyer trends.
- Home Staging: Direct staging strategy to minimize Days on Market (DOM) and drive competitive buyer offers.
- Sales Execution: Coordinates market presentation (and transitions to In-House Listing Agent in Phase 2).

Credit Facility Partner & Balance Sheet Sponsor

Lead: Credit Partner | Equity Distribution: 5.00%

- Debt Facility Activation: Executes personal and business credit instruments to unlock institutional leverage and senior debt lines.
- Balance Sheet Sponsorship: Maintains qualifying credit benchmarks and financial standing throughout the project lifecycle to support lender compliance.
- Passive Escrow Participation: Receives a dedicated contractual performance return disbursed directly at closing settlement for each active project schedule deployed under the facility with zero daily operational obligations.

Company Treasury & Strategic Growth Fund

Allocation: Corporate Reserve | Equity Distribution: 10.00%

- Purpose: Retained corporate earnings used to build an institutional balance sheet and expand company holdings.

- CFO Oversight: Executive management and capital deployment led exclusively by the Managing Partner (CFO).
- Strategic Deployment Scope:
    - Deal Reserves: Funding earnest money deposits, down payments, and reserves for larger acquisitions and reducing future credit dependency.
    - Treasury Yield: Deploying liquid corporate funds into active market yield strategies (options trading, strategic market positions).
    - Venture Acquisition: Reinvesting in cash-flowing micro-businesses or complementary trade operations to build a diversified corporate portfolio.

Sponsoring General Partner Platform

Allocation: IGZ Real Estate Capital Reserve | Platform Distribution: 25.00%

- Platform Origination & Infrastructure: Compensates the parent entity for corporate infrastructure, proprietary acquisition engines, and enterprise governance systems.
- Debt Structuring & Capital Deployment: Secures senior debt facilities, structures institutional financing pipelines, and maintains qualifying lender compliance throughout the project lifecycle.
- Legal & Liability Umbrella: Extends proprietary corporate legal architecture, custom operating frameworks, and umbrella liability protection to the project SPV.

3. Purpose & venture Scope

The purpose of the Partnership is to identify, acquire, renovate, market, and liquidate residential real property assets through dedicated Single-Asset Special Purpose Vehicles (SPVs) deployed under the governance of IGZ Real Estate Capital, LLC.

4. Financial Hierarchy & Capital Protection

To ensure absolute safety of the credit leveraged, project cash flows will adhere to a strict settlement sequence upon each respective property sale.

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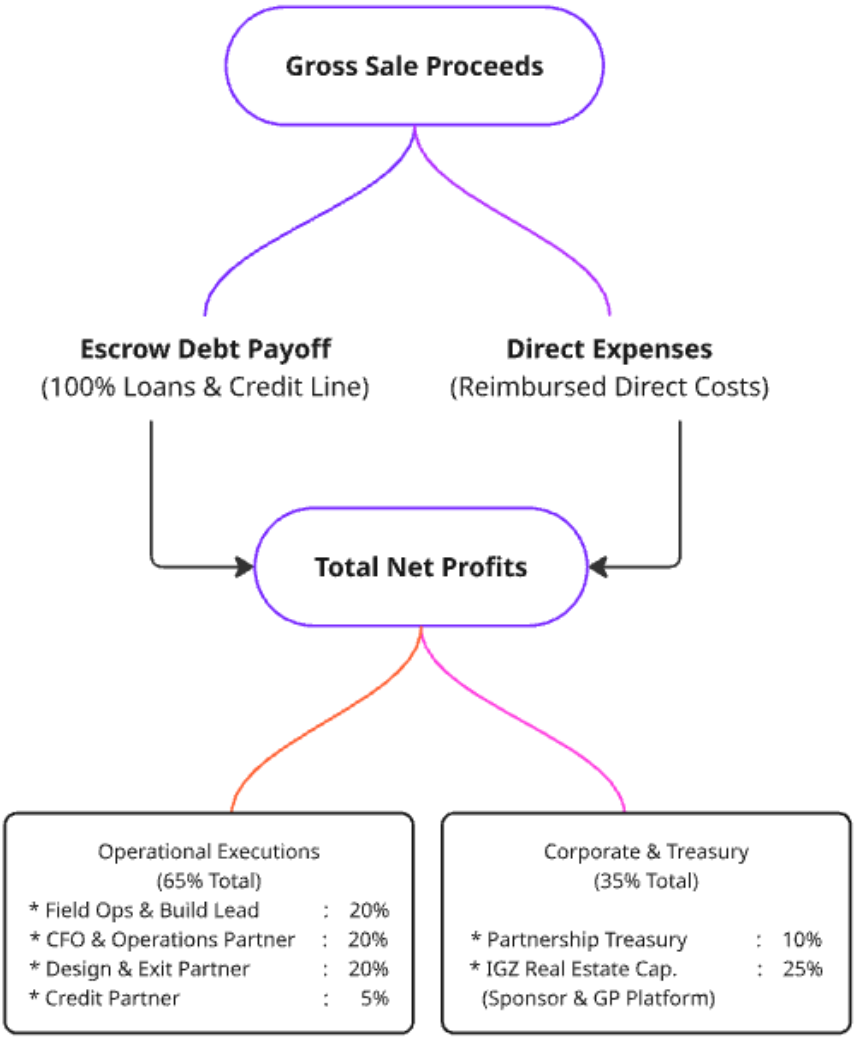

1. 100% Debt Clearance: Primary mortgage debt, hard money loans, and leveraged credit lines are paid off first directly through escrow at closing.
2. Reimbursement of Direct Costs: Documented out-of-pocket project expenses incurred by partners are reimbursed in full.
3. Net Profit Allocation: Remaining net profits are distributed across two core categories: Operational Execution & Credit Facility Sponsor Pool (65% Total: 20% each to Field Lead, CFO, and Design Lead; 5% to Credit Partner) and Corporate & Treasury Allocations (35% Total: 10% to Partnership Treasury and 25% to IGZ Real Estate Capital).

Credit Facility Partner Covenants & Ring-Fenced Protections:
1. 100% Escrow Payoff & Debt Release: All primary mortgage debt, hard money facilities, and credit lines shall be satisfied and discharged directly through title escrow upon property disposition before any operational or corporate distributions trigger. Closing escrow instructions shall mandate immediate delivery of formal lender satisfaction and personal guarantee release documentation.

2. Single-Asset Guarantee Ceiling & Commercial Carve-Out Protocol: The Credit Partner's baseline personal guarantee exposure shall be ring-fenced strictly to individual single-asset project SPVs and capped at a baseline of $2,000,000 per residential acquisition schedule (with Senior Debt facility ≤ 75% of ARV).

2.1 Commercial & Extraordinary Asset Exception: In the event of a specialized commercial, hospitality (e.g., boutique hotel), or high-margin residential asset requiring a senior facility in excess of the baseline cap, the Company may deploy the facility subject to an executed Project-Specific Credit Facility Addendum. Such assets require mutual written approval, verified commercial appraisal/underwriting, and may carry adjusted profit participation or additional corporate debt reserve allocations commensurate with the facility scale. Cross-collateralization across distinct SPV assets remains strictly prohibited.

3. Corporate Indemnification & Hold-Harmless: The Company and the respective project SPV shall fully indemnify, defend, and hold harmless the Credit Partner from any claims, mechanics' liens, trade liabilities, or lender actions arising from construction or operational execution, excepting only willful misconduct or fraud by the Credit Partner.

4. Company Debt Servicing & Credit Score Immunization: All loan interest servicing, draw schedules, property taxes, and holding expenses shall be serviced exclusively through pre-funded project reserves and corporate operating accounts. Any scoring decline or reporting issue arising from lender processing, administrative delays, or company project operations shall not impair the Credit Partner's non-forfeitable 5.0% net profit entitlement.

5. Protection of Pre-Existing Banking Relationships: Non-circumvention restrictions under Section 7 apply strictly to proprietary lending conduits and institutional debt desks introduced directly by the General Partner. The Credit Partner retains complete, unimpaired ownership and independent use of all personal, commercial, and banking relationships established prior to joining the framework.

5. Property Disposition & Listing Protocols

To maximize speed out of the gate while building long-term cost advantages, property sales will follow a Two-Phase Strategy:

Deals 1 - 6: LAUNCH PHASE	Deals 7+: SCALED PHASE
Top producing external Realtor	In-House Licensed Listing Agent
Immediate market clout & speed	Discounted internal commission rate
Standard market listing fee	Direct MLS access & lower overhead

- Phase 1 (Deals 1 - 6): Utilize top producing local realtors to establish immediate market traction while the Creative Partner completes her real estate licensing.
- Phase 2 (Deals 7+): The Creative Partner assumes the role of Licensed In-House Listing Agent.
    - Internalized Brokerage Savings: The company transitions from paying full market listing fees to a discounted internal rate.

- Compensation Structure: As listing a home carries independent legal liability and state licensure, the discounted fee is paid as a standard project expense at closing. All commission savings remain in the deal, directly increasing net profit payouts across all six allocation accounts.

6. Business Governance & Decision Framework

- LLC & Facility Structure: Projects operate under dedicated Single-Asset Special Purpose Vehicles (SPVs) to ring-fence operational liability, owned and managed exclusively by the active Operating Partners and General Partner (IGZ Real Estate Capital). Credit Partner participation is established through a Master Credit Facility Framework, allowing qualified credit capacity to be allocated across designated project SPVs via individual Project Schedules. Each active Project Schedule entitles the Credit Partner to a distinct 5.0% Net Profit Interest for that specific asset, disbursed directly from closing escrow upon senior debt satisfaction, with zero equity or managerial standing in the underlying SPV entities.
- Capital & Debt Authority: Sourcing of debt facilities, institutional lender communications, and capital pipeline deployment are led exclusively by the General Partner (IGZ Real Estate Capital). Daily loan servicing logistics, draw schedule administration, and project accounting are executed by the CFO.
- Financial & Treasury Management: The Managing Partner (CFO) maintains executive management and banking authority over project accounts and the Partnership Treasury Fund (10%). Treasury allocations are deployed strictly in accordance with company operating reserves, project requirements, and growth targets.
- GP Sponsor Fee: Distributions to IGZ Real Estate Capital (25%) represent earned General Partner compensation for platform origination, legal governance frameworks, proprietary debt pipeline access, and institutional capital structuring. These proceeds compensate the GP for deploying its capital relationships, maintaining senior lender compliance, and securing credit facilities for the SPV, paid directly from closing escrow upon final property disposition.
- Field & Construction Authority: Day-to-day site execution, trade scheduling, and build management are led by the Field Operations & Build Lead. Structural scope adjustments, major vendor contracts, and budget variations exceeding pre-approved limits are co-managed and require joint approval with the Managing Partner (CFO).
- Design & Presentation Authority: All final aesthetic, finish, and staging choices are led exclusively by the Creative Partner.

Decision Authority Table:

Decision Type	Approval Threshold
Property Acquisition & Loan Acceptance	Managing Partner (CFO) + Construction Partner
Budget Variations exceeding pre-approved limits	Unanimous Approval of Operating

	Partners & GP
Treasury Drawdowns below $50,000 Reserve Floor	Unanimous Approval of Operating Partners & GP
Treasury Allocation, Yield Strategies & Investment Decisions (Above $50k Floor)	Managing Partner (CFO)

7. Non-Circumvention, Exclusivity & Confidentiality Framework

Non-Circumvention & Proprietary Pipeline Protection: Each Partner acknowledges that all property acquisition leads, off-market opportunities, institutional lending channels, private capital relationships, vendor discount pricing, and proprietary underwriting engines introduced by or developed under the Partnership (including those originating from IGZ Real Estate Capital, LLC and IGZ Capital Partners) constitute confidential, proprietary trade assets. No Partner, directly or indirectly, through an affiliate, entity, family member, or third-party vehicle, shall solicit, contract, underwrite, finance, or close any transaction originating from the Partnership's proprietary deal flow, debt sources, or capital contacts without the express written consent of the General Partner and full adherence to the profit distribution framework established herein.

Operational Exclusivity & Post-Termination Protection: (a) Active Operational Exclusivity (Zero Outside Flips): During the active term of this venture, no active Operating Partner shall, directly or indirectly, source, acquire, finance, manage, construct, design, or execute any residential fix-and-flip, rehab, or residential development project outside of this Master Partnership Framework. All residential investment opportunities identified or received by an Operating Partner during the term belong exclusively to the Partnership. (b) Post-Termination Restrictive Covenant (12 Months): For a period of twelve (12) months following disposition of the final active Project Schedule or formal dissociation of a partner, no Operating Partner shall acquire, finance, or execute any project: (1) Involving any physical property, seller, or off-market lead introduced, evaluated, or underwritten by the Partnership or GP; or (2) Within any immediate submarket (defined as a 5-mile radius) of any active or completed Partnership Project Schedule.

Protection of Capital & Credit Relationships & Permanent Non-Circumvention:
The Credit Partner, Operating Partners, and any associated advisors, principals, affiliates, successors, and assigns agree not to circumvent, bypass, or disintermediate the General Partner (IGZ Real Estate Capital) to establish direct or indirect financing arrangements, credit syndicates, refinancing facilities, lines of credit, or equity partnerships with lenders, institutional debt funds, private balance sheet sponsors, or debt desks introduced through the GP platform.

Protected capital sources subject to this covenant shall strictly include any lender, funding source, or institutional capital contact to whom an Operating or Credit Partner was introduced via corporate correspondence, joint term sheet, loan packaging submission, credit underwriting application, or transaction deployed under the IGZ Real Estate Capital platform, as well as any capital provider formally designated on the Partnership's Schedule of Protected Capital Conduits.

Any attempt to activate capital, debt facilities, or loan commitments through contacts, conduits, or pipelines established via this venture outside of an approved Partnership SPV constitutes an

immediate, willful breach of contract and breach of fiduciary loyalty. In the event of an unauthorized circumvention, the violating party, together with its affiliated entities, shall be jointly and severally liable to IGZ Real Estate Capital for:

(a) One hundred percent (100.0%) disgorgement of all net profits, fees, equity interests, or remuneration generated or realized by the violating party on the underlying asset;
(b) An immediate Platform Disintermediation Fee equal to twenty-five percent (25.0%) of the total gross loan facility procured; and
(c) Immediate emergency injunctive relief to halt transaction funding or freeze closing escrow disbursements, alongside all reasonable attorney fees and court costs incurred by the General Partner in enforcement.

This capital non-circumvention covenant constitutes an ongoing proprietary trade protection and shall survive the termination, dissociation, completion, or dissolution of this agreement indefinitely.

Confidentiality & Non-Disclosure (Proprietary Systems):
All financial schedules, capital waterfall structures, software tools, underwriting algorithms, construction pricing tables, staging playbooks, and corporate governance models shared among the Partners are strictly proprietary. Unauthorized disclosure, sharing, or replication outside the active execution of this Agreement is strictly prohibited and subject to immediate injunctive relief and liquidated damages.

Definitive Documentation & Facility Integration: This Master Partnership Framework serves as the permanent, binding agreement governing the capital waterfall, credit facility activation terms, and restrictive covenants among the Parties. To formalize statutory entity administration, the Operating Partners and General Partner shall execute an internal Limited Liability Company Operating Agreement for IGZ Capital Partners, LLC (and project-specific SPV agreements) setting forth internal member equity administration, officer appointments, and corporate opportunity waivers.

The Credit Facility Partner’s participation, protections, and contractual net profit yield are established exclusively by this Master Framework and corresponding Project Schedules, and do not require execution of internal equity company agreements. The Parties agree that no subsequent internal operating agreement shall alter, diminish, or impair the Credit Facility Partner’s profit interest, credit protection covenants, or the waterfall priorities set forth herein.

IGZ CAPITAL PARTNERS | EXECUTIVE SUMMARY & GOVERNANCE ARCHITECTURE
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This document serves strictly as an operational overview and confidential discussion memorandum. Binding covenants, equity allocations, and capital distributions are formalized exclusively via executed single-purpose project operating agreements.

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