
BRING THE TALENT, LLC PARTNERSHIP AGREEMENT

W-I-T-N-E-S-S-E-T-H:

I. WHEREAS the Parties, David Ashley Gearheart, Benjamin D. Ferguson, IV, and Stan Lee, hereby desire and intend to enter into this legally enforceable agreement to form a Limited Liability Corporation called Bring The Talent, LLC under the terms of this Partnership Agreement; and

II. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all, the Parties do hereby knowingly and voluntarily stipulate and agree to the following legally enforceable agreements:

III. Partial Dissolution of the Partnership

That in the event any partner wishes to withdraw their interest in the partnership & it's going concerns then the remaining partner(s) shall have the first option to absorb the withdrawing partner(s)' interests for fair market value as determined by the most recent income tax return & present net worth.

IV. Complete Dissolution of the Partnership

That in the event that the Parties' desire to dissolve the partnership & it's going concerns then the partners shall liquidate the partnership's assets, pay for the partnership's just debts, & divide the remaining proceeds among the partners in accordance with their respective interests therein.

V. Initial Partners & Ownership Interests

That David Ashley Gearheart of 614 Riverside Drive Prestonsburg, Kentucky 41653 shall begin the partnership with a 40% partnership interest herein.

That Benjamin D. Ferguson, IV of 446 South Central Ave., Prestonsburg, Kentucky 41653 shall begin the partnership with a 40% partnership interest herein.

That Stan Lee of PO Box 1361 Martin, Kentucky 41649 shall begin the partnership with a 20% partnership interest herein.

VI. Rights & Responsibilities

That David Ashley Gearheart is the initial Chief Executive Officer of the LLC & partnership herein, possessing four (4) votes which directly correspond to his respective initial interests herein.

That Benjamin D. Ferguson, IV is the initial Chief Operations Officer of the LLC & partnership herein, possessing four (4) votes which directly correspond to his respective initial interests herein.

That Stan Lee is the initial Webmaster & Technical Officer of the LLC & partnership herein, possessing two (2) votes which directly correspond to his respective initial interests herein.

VII. Merger Clause

That this legally enforceable agreement expresses the final and complete agreement of the Parties with respect to the subject matter of this agreement, to the exclusion of any and all oral statements, representations, promises, or agreements and to the exclusion of any and all recorded statements, representations, promises, or agreements except for those executed contemporaneously with the execution of this record;

VIII. Survival Clause

That in the event a portion of this agreement is found to be unenforceable the Parties agree that only the offending part shall be stricken while all remaining provisions shall survive as a legally enforceable and binding agreement;

IX. Modification Clause

That in the event that the Parties to this to this legally enforceable agreement intend to modify this contract said modification shall be null and void in the absence of a written, notarized contract signed by all necessary Parties.