



Terms of Use

ATTENTION/WARNING: THESE TRANSACTIONS INVOLVE RISK. YOU MAY LOSE in SOME OR ALL OF YOUR CAPITAL. The services offered may not be suitable for you. You must do your own due diligence and verify any information provided. We encourage you to seek advice from an independent financial advisor, real appraiser, real estate professional, accountant, tax advisor and/or attorney. Unless otherwise stated, the figures shown in all documents provided (including, but not limited to, information regarding title, ownership, liens, tax liens, taxes, current property values, after repair property values, and costs of repairs or renovations) are NOT guaranteed to be accurate and are estimates only. Some estimates are high; some are low. There are NO representations being made that any transaction will achieve profits similar to those being shown or illustrated. There are NO GUARANTEES OF RESULTS OR PROFITS. DO NOT ENTER INTO THESE TRANSACTIONS UNLESS YOU ARE PREPARED TO LOSE SOME OR ALL OF YOUR CAPITAL.

Timbra, LLC Buyer Licensing Agreement

Welcome to Timbra, LLC! Timbra, LLC provides access to The Estates, LLC website through a contractual agreement by and between Timbra, LLC and The Estates, LLC. Use of this site is subject to the terms and conditions contained in Timbra, LLC Wholesale Buyer Licensing Agreement (the "WBLA ") set forth below. In continuing to access or use our site, you agree to be bound by those terms and conditions within the WBLA applicable to your use. Your contract is with Timbra, LLC for use of this system.

By using this website and system, you are agreeing to be bound by this Agreement.

Consent to Electronic Records and Signature

The WBSA, other written or electronic agreements, and our Web site include important disclosures and information that are associated with Timbra, LLC Services. From time to time,

Timbra, LLC may ask you to review other important disclosures or agreements related to the services provided. You understand and intend that the WBLA is a legally binding agreement and the equivalent of a signed, written contract;

- You will use all Timbra, LLC Services, and our Web sites generally, in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions of the WBLA and any other applicable rules, guidelines or other conditions that govern the use of a particular Timbra, LLC Service as they may be amended by Timbra, LLC from time to time; and
- You understand, accept, and have received the WBLA and its terms and conditions, and acknowledge and demonstrate that you can access the WBLA and other Records and Disclosures on our Web site.

If you do not agree with the terms and conditions in the WBLA please terminate your subscription. You should be aware, however, that the use of any Timbra, LLC Service, including our Web site, is subject to the terms and conditions of the WBLA. This Agreement will always be available for your review via a link at the bottom of www.estatestracking.com home page. Please carefully review the following terms and conditions.

SCOPE OF THE WBLA

Timbra, LLC ("**Timbra, LLC,**" "**we**" or "**us**") operates www.estatestracking.com, either alone or in conjunction with its affiliates, agents and partners. Timbra, LLC Wholesale Buyers License Agreement ("**WBLA**" or "**Agreement**") applies to Timbra, LLC's web sites and electronic content, services and tools. This includes online tools, and other services or forums like Trainings and Meet Ups, as well as any features or content we may add in the future. We refer to all of the above as "**Timbra, LLC Services.**" This Agreement applies to all Timbra, LLC Services regardless of the means by which you access such Timbra, LLC Services. Timbra, LLC Services may be offered on www.TheEstates.com domain as well as on other Internet domains operated by our agents or alliance partners. In addition, Timbra, LLC Services may be available through other computer, Educational meetups, telephonic, e-mail or wireless services or systems. We may also ask you to follow additional rules, guidelines or other conditions that govern the use of a particular Timbra, LLC Service ("**Rules and Guidelines**") at the time you register for or use that Timbra, LLC Service. The WBLA incorporates by reference the Rules and Guidelines of any Timbra, LLC Service for which you register.

REVISIONS AND RELATION TO OTHER AGREEMENTS OR DISCLOSURES

Timbra, LLC may revise the WBLA at any time and you agree to be bound by future revisions. It is your responsibility to visit the link at the bottom of Timbra, LLC.com home page periodically to review the most current terms and conditions. Timbra, LLC may also offer other services from time to time that are governed by different or additional terms and conditions. Timbra, LLC Services are subject to any disclosures or disclaimers found within Timbra, LLC Services.

REGISTRATION INFORMATION, PRIVACY, AND PERSONALIZATION

When you register for a Timbra, LLC Service, we may ask you to give us certain identifying information ("Registration"). You agree to provide true, accurate, current and complete information about yourself. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from Timbra, LLC for any purpose.

For your protection and the protection of our other customers and Website users, do not to share your Registration information (including passwords, Usernames, and screen names) with any other person for the purpose of facilitating their access and unauthorized use of Timbra, LLC Services. If you do share this information with anyone we'll consider their activities to have been authorized by you. Any loss occasioned by someone or some entity that uses the system through your account without an agreement with Timbra, LLC will be considered a breach of this agreement and you will be responsible for any damages occasioned by that breach. You alone are responsible for all transactions initiated, messages posted, statements made, or acts or omissions that occur within any Timbra, LLC Service through the use of your Registration information. Some damages occasioned by this misuse or permission given by you to a third party may be difficult to calculate. As such, where a third party utilizes your information and it in turn causes damage to Timbra, LLC, any and all profits that belong to you via your use of the system and purchases will be disgorged to Timbra, LLC as damages.

UNAUTHORIZED USE OF YOUR REGISTRATION

If you believe that someone has used your Registration information to access any Timbra, LLC Service without your authorization, please call Timbra, LLC immediately.

CONTRACTORS, EMPLOYEES AND UNSUBSCRIBED USERS

Any contractor, employee or unsubscribed user (defined as any person who enters through the permissive use of the system but is not paying an individual subscription payment whether they have a relationship with the subscriber or not) is bound by all portions of the user license

agreement including but not limited to the non-circumvention, non-disclosure and non-competition portions of the same.

Timbra, LLC'S LICENSE TO YOU

Timbra, LLC grants you a single, non-exclusive, non-transferable and limited personal license to access and use Timbra, LLC Services. This license is conditioned on your continued compliance with the terms and conditions in the WBLA . The license specifically limits the use of the Licensed Intellectual Property. The term "Licensed Intellectual Property" means individually, collectively or in any combination, Licensor's patents (whether issued or pending), copyrights (whether registered or not), trademarks and trade names (whether registered or unregistered); as well as concepts, developments, trade secrets, methods, systems, programs, improvements, inventions, data and information (whether in perceivable or machine-readable form), source code, works of authorship and products whether or not patentable, copyrightable, or susceptible to any other form of protection, and whether or not reduced to practice or designated by Timbra, LLC as Licensed Intellectual Property, including, but not limited to the (a) the Proprietary Materials and Information, (b) the Licensed Marks and (c) the name, image, and likeness of the Company. License fees must be paid at all times during the use of any of the foregoing or the use of the same is prohibited.

YOUR LICENSE TO Timbra, LLC

Unless otherwise indicated for a particular Timbra, LLC Service, any communications or material of any kind that you email, post or otherwise transmit through Timbra, LLC Services, including data, questions, comments, or suggestions (your "Communications") will be treated as non-confidential and nonproprietary. You hereby grant a license to Timbra, LLC to reproduce, disclose, transmit, publish, broadcast, or post your Communications either on Timbra, LLC Web site or elsewhere with no liability or obligation to you. Timbra, LLC is free to use any ideas, concepts, know-how, or techniques contained in your Communications for any purpose including, but not limited to, developing and marketing products using such information.

USE OF THIRD PARTY SERVICE PROVIDERS

Timbra, LLC may use third party service providers to assist in providing certain information or data to Timbra, LLC Services with or without notice to you (each, a "Third Party Service Provider"). Timbra, LLC may also change Third Party Service Providers or may itself provide a Timbra, LLC Service without the assistance of such third party. You consent and authorize Timbra, LLC to delegate the authorizations you provide to Timbra, LLC to its Third Party

Service Provider(s) as Timbra, LLC deems necessary or desirable to provide the applicable e services to you. You agree that the terms and conditions of the WBLA , including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such Third Party Service Providers and such Third Party Service Providers are deemed to be third party beneficiaries of the WBLA, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement. You also agree that all references to "Timbra, LLC" within the WBLA and any incorporated terms are also deemed to include, where applicable, Timbra, LLC's agents, such as the Third Party Service Providers.

To protect the privacy and security of your personal information, Third Party Service Providers will only be authorized to use or maintain your personal information only in accordance with Timbra, LLC's privacy policy.

NOTICES, COMMUNICATIONS, AND ELECTRONIC SIGNATURES

You agree to accept all communications from us regarding use of Timbra, LLC Services at the email addresses you provide during Registration. Please promptly update any changes to your registration information by contacting us and getting it updated or corrected. Timbra, LLC is entitled to rely on the e-mail address that you last provided to us. You agree to waive all claims resulting from failure to receive communications because of changes in your e-mail. From time to time, we would like to send you information about Timbra, LLC products and services. If you register for a Timbra, LLC Service, you are granting Timbra, LLC permission to communicate with you by e-mail.

You agree to be bound by any affirmation, assent, or agreement you transmit through Timbra, LLC Services you access by computer or other electronic device, including internet, telephonic and wireless devices, including but not limited to any consent you give to receive communications from us solely through electronic transmission. You agree that by using the system and subscribing to Timbra, LLC website that your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

USE OF Timbra, LLC SERVICES

The following requirements apply to your use of all Timbra, LLC Services:

- You will not use any electronic communication feature of Timbra, LLC Service for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.
- You will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights

of publicity and privacy) without first obtaining the permission of the owner of such rights.

- You will not collect or store personal data about other users.
- You will not use any Timbra, LLC Service for any commercial purpose not expressly approved by Timbra, LLC in writing. You will not upload, post, e-mail or otherwise transmit any advertising or promotional materials, including, without limitation, "junk mail," "surveys," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or unauthorized communication.
- You will not upload, post, email or otherwise transmit any material that contains viruses or any other computer code, files or programs which might interrupt, limit or interfere with the functionality of any computer software or hardware or telecommunications equipment.

MARKET INFORMATION

We may make available to you through one or more Timbra, LLC Services a broad range of real estate and related information that we obtain from public records and Third Party Service Providers. This includes real estate data, our opinions or information on value, court records, real estate records, lien information, comparative market analysis, contact information for homeowners and related data. Collectively, we refer to this as "Market Information." Timbra, LLC does not endorse or approve Market Information, and we make it available to you only as a service and convenience. Timbra, LLC and our Third Party Service Providers do not (1) guarantee the accuracy, timeliness, completeness or correct sequencing of Market Information, or (2) warrant any results from your use or reliance on Market Information. Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions, court proceedings, real estate or lien recordings or economic circumstances among many other things. Neither Timbra, LLC nor the Third Party Service Providers are obligated to update any information or opinions contained in any Market Information, and we may discontinue offering Market Information at any time without notice. You agree that neither Timbra, LLC nor the Third Party Service Providers will be liable to you in any way for the termination, interruption, delay, or inaccuracy of any Market Information. You will not redistribute or facilitate the redistribution of Market Information, nor will you provide access to Market Information to anyone who is not authorized by Timbra, LLC to receive Market Information. If you are a real estate broker/agent, contractor, mortgage broker/agent, appraiser, title professional, attorney or banker you agree not to use Market Information provided by Timbra, LLC for any purpose related to your business other than as it relates to your activity with Timbra, LLC.

NO INVESTMENT ADVICE OR RECOMMENDATIONS

Timbra, LLC Services and content (including Market Information) are for information, education, and entertainment purposes only. Although Timbra, LLC Services may provide information relating to approaches and opportunities to buy or sell real estate, you should not construe any Market Information, features, tools or other content available through any Timbra, LLC Service as legal, tax, investment, financial, Title Opinions, Comparable Market Analysis, or other advice. Nothing contained in any Timbra, LLC Service or any other content on our Web site constitutes a solicitation, recommendation, endorsement, or offer by Timbra, LLC or a Third Party Service Provider to buy or sell any investments or other financial instruments.

You alone assume the sole responsibility of evaluating the merits and risks associated with the use of any Timbra, LLC Service before making any decisions based on Market Information or content contained in a Timbra, LLC Service. In exchange for using Timbra, LLC Services, you agree not to hold Timbra, LLC or any Third Party Service Provider liable for any possible claim for damages arising from any decision you make based on information made available to you through any Timbra, LLC Service.

COMPENSATION FROM PURCHASES AND SALES IN CLIENT ACCOUNTS

Timbra, LLC considers a number of factors in evaluating real estate opportunities among market venues, including upfront costs, availability of financing, alternatives means of gaining title, rehabilitation costs, potential market volatility, court proceedings and real estate recordings, price and opportunities for price improvement, the characteristics of the property, speed and opportunity to bid, purchase, sell or market, the availability of financing, renovation risks, holding times, costs and expenses on top of acquisition, marketing and management of the property and the time periods associated thereto and the unique interplay of the Lenders, homeowners, professionals involved in any given transaction. As such, the compensation for any transaction from purchases or sales on client accounts is assessed in the following manner which is unique to each transaction:

There are five different types of fees or compensation involved with the acquisition of any property through Timbra, LLC software.

MONTHLY USER INTERFACE FEE: as selected by the online registrant as indicated on www.estatestracking.com. The monthly interface fee is an access fee. The fee paid provides the user with access to view the system and its information. The monthly interface fee is based on

the locations in which the information is desired. The monthly interface fee is \$70.00 per month for the first county and \$50.00 per month for each additional county. There are plans providing for a bulk fee for an entire state at \$500.00 or \$300.00 for a partial state. If Timbra LLC sends you properties to view in other counties or states and you purchase property in that county or state you will be billed \$50.00 per county that you buy in. The different plans are specified by the monthly user interface fee which is chosen by the User and may be changed in accordance with that plans terms or if you buy in other counties or states that would increase your monthly fee. The monthly user interface fee is a set monthly fee and does not include any transactional fees on any purchase, acquisition or sale. User agrees to pay a User Interface Fee in the amount stated herein, commencing on the first day of service and continuing thereafter each month during the term of this Agreement. Said Fee shall be paid every 30 days from the day you signed up. You authorize the continued auto withdraw on a monthly basis until or unless cancelled. Service may be terminated without notice if said fee has not been received by the 10 days following your billing date . In the event that service is discontinued, for any reason, whether voluntarily or involuntarily and regardless of who terminates service, except only if an error is made on the part of Timbra, LLC, then a reconnect fee of \$45.00 shall be paid by User before service may be re-established. The Monthly User Interface Fee will be paid each month through an auto-withdrawal. To this end you specifically agree to, and authorize, the debit or withdrawal of the amounts from or against your bank account, credit card or debit card and this, to recur each month during the term of this Agreement. Failure to satisfy this month charge is a material breach of this Agreement. User is entitled to up to three (3) user access ID and Passwords for persons employed by or closely affiliated with User. Additional user access ID and Passwords may be purchased for persons employed by or closely affiliated with User for an additional \$50 per person per month. Fees incurred by an Additional User shall be paid by User. All persons receiving a user access ID and Password must sign either this agreement or a User Access Agreement. User agrees to control and limit the proliferation of access to www.estatesTracking.com or its strategies, in conformance the terms of this Agreement. Breach of this provision is a material breach of this contract. Failure to pay the monthly fee will terminate the Users right from that point forward to use the system, acquisition assistants, to any entitlement of buyer referral fees or lender fees or any compensation or other service provided by Timbra, LLC. Any services already utilized by the User must be paid for regardless of whether the User is active in the system.

ACQUISITION FEE TO TIMBRA, LLC: The Acquisition is deferred and broken into multiple payments for the convenience of User. While the timing and amount of such fees correlate with the sale of real property, they are NOT real estate fees or commissions and are assessed by reason of the services described herein and NOT by reason of the marketing or sale of real estate to a third party. This fee is paid each time an item or parcel of real property is

purchased by User using the www.estatestracking.com software the Timbra, LLC system. Said Acquisition Fee is calculated by one of several methods depending on the location of the property. Said Acquisition Fee is due during said period regardless of whether or not you utilize an Acquisition Assistant or any other service provided by Timbra, LLC, and is due with the exceptions noted herein and no other exceptions whatsoever. Said Fee is due and payable upon the happening of the earlier of the following events as the case may be: (1) within 30 days or sooner after confirmation of an auction purchase, or (2) on the day of execution of an option contract, or (3) on the day of execution of an assignment, (4) on the day of closing on the Property, (5) on the day of the recording the deed, or (6) on the day User takes control or possession of the Property; whichever of all of these happenings occurs first. Profit split on Simple Transactions, which is a simple bid with no strategy and simple offer on a property, is $\frac{2}{3}$ Net Profit to the Buyer and $\frac{1}{3}$ Net Profit to designated LLC of Timbra, LLC

The initial assignment fee is paid up front. The Timbra, LLC fee is as follows: \$5000 for deals that are \$0.01 to \$100,000.00. From \$100,001.00 and higher the fee is \$5000 + \$750 for per \$10,000. For a \$200k home The Estate fee would be \$5000 + \$750 x 10= \$12500. At the end of the transaction, a reconciliation is made to determine what the net one third amount is and the assignment fee is credited against or paid depending on whether the one third amount owed on the equity split is higher or lower than the assignment fee. For example, the net amount on the total cost to buy A to B is \$120,000, the total cost to sell B to C is \$150,000. The total net equity would be \$30,000. The one-third split would be \$10,000. If the assignment fee that was paid was already \$12,500 then Timbra, LLC would owe a credit back for \$2,500.00. To the contrary, the net amount on the total cost to buy A to B is \$120,000 if the total cost to sell B to C is \$180,000. The total net equity would be \$60,000. The one-third split would be \$20,000. If the assignment fee that was paid was already \$12,500 then Timbra, LLC would be owed an additional \$7,500.00. In all instances, the Timbra, LLC will be paid at least \$5,000 as an assignment fee.

All transactions that are sophisticated and require a different or complex set of procedures and communication than others. Some of these transactions may also require corrective title work, document preparation and further negotiation than a normal transaction. A normal transaction is defined as showing up to the courthouse or making an offer to purchase a property with no further action taken other than to bid and confirm or have the offer accepted. In those instances, Timbra, LLC or its Assigned Entity may, at its discretion, opt to be involved with a net equity share agreement.. Timbra, LLC or its assigned entity will be entitled to equally participate in the profits of the sale after the payment of all costs and fees to acquire, rehabilitate or otherwise gain marketable title. All costs associated with the acquisition, rehabilitation, acquisition assistant, buyer referral fee, profits upon sale of the asset, data input, office fee, web fee, bookkeeping fee, travel costs repair, marketing, bookkeeping, legal, loss mitigation, corrective title, legal

documents, appraisals or any other out of pocket costs shall be paid by the User. The User may submit a one time office fee of no greater than \$750.00 per property. The User may submit a one time bookkeeping fee per property of no greater than \$600.00 so long as the bookkeeping is a full accounting and consistent with the promulgation of the bookkeeping procedures implemented by Timbra, LLC. These cost may be done internally by Timbra LLC and must be paid for as set out by Timbra LLC. If an equity share agreement will be utilized then Timbra, LLC or its assigned entity and the User must confirm this by setting up an LLC where in the The USER and Timbra LLC or its Assigned Entity will take control of the asset, option, deed etc.by using the Equity Share LLC . Any fees owed to Timbra, LLC or its assigned entity on an equity share agreement shall be paid first or at the time of service whichever happens first before any fees are remitted to User after a sale or receipt of proceeds. Among other things, expenses to be deducted from gross profits when determining "net-profits" shall include, but are not be limited to, bid amount, acquisition manager fees, offices expenses (\$950), data entry fees (\$500 so long as gross profits are \$20,000 or more) , web fees (\$500 so long as gross profits are \$20,000 or more), carrying fees and charges, attorney fees, property taxes, insurance, renovation or repair costs, legal/litigation fees, travel expenses and all other reasonable fees, charges and expenses. The costs which are specifically enumerated herein are paid to Timbra, LLC and are not to be deducted from any interest disbursed to the allocated profit interests. The estimated costs for the transaction are illustrated in Timbra, LLC computer database and are available to all members listed on Schedule I. All costs incurred prior to the final sale of the subject property to a third-party buyer or B to C as designated in Timbra, LLC software shall be made by User. The acquisition fee represents Timbra, LLC's performance of some or all of the following services: negotiating with property owner, having prepared contracts and other legal documents such as warranty deeds, quitclaim deeds, deeds subject to, disclosure and consent contracts, third party lender authorizations, redemption assignments, service contracts, bid assignments, options, contracts for deed, leases, estate sale documents, tax sale documents, foreclosure sale documents, real estate offers, and the like; providing such documents to the appropriate individuals and entities and having them properly executed, attending sales or auctions and making bids and offers, and all duties and services appurtenant thereto, including bookkeeping accounting, all as specified above, or as an equity share of net profits. **Timbra, LLC is not functioning in the capacity of an accountant, a fiduciary, a tax preparer or advisor, real estate agent or broker and if any of the same are desired then that cost will be a cost to the User outside of the system. All bids are to be accounted for by the individual User and must be monitored by the individual User. All deposits are to be monitored by the User and Timbra, LLC has no responsibility for monitor the same. It is the requirement of the USER to provide all money, Credit, and any other forms of financing to effectuate the purchase. The USER is also required to run and manage the project from purchase to sale or rent etc.** The Equity share will be used in all cases where it is more than just and a standard real estate offer on a property or bid on a mortgage foreclosure sale for example: tax sales, judicial sales, lien Sales,

judgment Sales, list and flip strategies, partition sale, estate sale, sheriff sale, surplus funds or excess funds recovery, subject to sales, strategies where we get a deed, there are large profits, or a Option or any type of agreement will be paid out as an equity share.

On all inferior lien purchases including HOA's, the equity share shall be a 50/50 between the User and Timbra, LLC or an affiliated entity so long as the sale or purchase amount is \$25,000 or less. If a lender is utilized on transactions under \$25,000 then any fee or interest paid to said lender will be deducted from the 50% allocated to the User. If the amount is over \$25,000 then a lender can be utilized and the equity share will be 40/40/20 with the lender. If User utilizes an assistant or transaction coordinator for a fee to negotiate or otherwise work the transaction then the funds paid to that assistant or transaction coordinator comes out of any funds allocated to User.

BIDDING LLC

As of September 1st, 2018, each individual User must bid in their own bidding LLC and an address where that User's bid deposit should be sent must be provided to the Acquisition Assistant prior to any bid being made. Timbra, LLC will not be responsible for any accounting of bid deposits. Acquisition Assistants will remain on the bidding LLC as a manager. Acquisition assistants are entitled to their payment upon closing of A to B and a bonus on spread if equity share, when the property is placed in a single asset LLC.

CLOSING BY TIMBRA, LLC DESIGNATED ATTORNEY

All Sellers closings must be handled by Timbra, LLC designated counsel so that all proceeds are held in an attorney trust account until distribution by all parties can be approved. No individual user may close on a property and hold all profits of all other interest holders for their own use or otherwise until distribution.

REAL ESTATE BROKER/AGENT

In the event that a real estate agent or broker is needed or desirable in order to effectuate the intent of this Agreement, User agrees to utilize the services of the agent or broker selected by Timbra, LLC. Upon written approval of Timbra, LLC, the user may if permitted, use an outside agent or broker but the cost shall not be more than the cost of using the agent or broker selected by Timbra, LLC. If user chooses to use an outside broker/realtor and the cost of that broker/realtor exceeds the cost of using the Timbra, LLC selected broker/realtor then User agrees that any difference in cost will be deducted from their portion of any equity share of proceeds. If a

flat fee broker/agent is utilized by User, there shall be no additional credit, compensation, or share of proceeds to User and any benefit derived will be split according to the proportionate shares. The flat fee listing fee only will be considered an expense on the B to C closing. Flat fee brokerages must be agreed to in writing by Timbra, LLC. No non-licensed person will be paid a real estate agent or broker fee. If the User is a licensed agent/broker and the User lists the property, the User may claim the same fee as would be paid to a Timbra, LLC approved agent/broker so long as it is agreed to in writing prior to the listing.

ACQUISITION ASSISTANT PROFITS ON SALE OR ASSIGNMENT PAID TO ASSISTANT

Timbra, LLC works with other companies that may have an Acquisition Assistant (herein, Acquisition Assistants) who assist in various capacities such as viewing and inspecting properties, attending auctions, communicating information regarding property sales and purchases; all with proper licenses as needed. In almost all the Acquisition Assistant will be a manager of the LLC that will sell or assign the bid, deed, contract or other devices. They will be a manager of the LLC or the owner of the entity that will convey the asset. In order to utilize the services of said Acquisition Assistants, User must identify and transmit the following to the Acquisition Assistant assigned to you (by phone, text or email), and additionally, by email to craig@theestates.com, sufficiently in advance to allow reasonable time for the performance of the task requested. Such information will include, but not necessarily be limited to the following:

- (a) The common address of the property;
- (b) The instructions concerning the property, such as the maximum amount which the Acquisition Assistant, User and/or Timbra, LLC agrees to buy and sell to each other or agree to authorized a bid or make an offer;
- (c) Funds sufficient to perform the task requested; sent in sufficient time to perform the task requested. Funds for an auction would normally be received at least one (1) day prior to the auction or any other type of sale.

Unless Timbra, LLC is instructed otherwise, all funds utilized for an acquisition will be first paid into said account and then disseminated by the Acquisition Assistant as needed of the purchase.

Acquisition Assistants are independent contractors who own an interest in the LLC used to bid or buy the property that purchases or acquires real estate. The acquisition assistant will then sell, assign, manage, negotiate or otherwise maintain a bid or the purchase of real estate until it is assigned or transferred to a single asset LLC which includes Timbra, LLC. When that transfer or assignment is made, the acquisition assistant will make a profit on the sale of the asset. Acquisition assistants are not licensed real estate agents or brokers. Acquisition assistants are non-licensed persons who bid at foreclosure sales to acquire property for themselves and may assign it to you or bid in their own interest or in Timbra, LLC's interest. Any monies that you

provide to an acquisition assistant prior to their transfer or assignment to you is an unsecured loan to that acquisition assistant and does not form a partnership or joint venture. No fiduciary obligations are express or implied. By indicating that you want to acquire a particular property, the acquisition assistant may, but is not required to, bid or acquire title to that property with their own funds or with funds advanced by you in an unsecured loan. Any determination by you to complete the transaction by accepting a transfer or assignment from the acquisition assistant's Timbra, LLC to you will require the payment of the acquisition transfer fee for the document prep and filing.

Notwithstanding any other provision herein, Timbra, LLC does not in any manner promise you exclusivity on any bid or acquisition. Any party may bid on any property independently of Timbra, LLC or User and another User of Timbra, LLC software may bid on any property independently of User and/or User's Acquisition Assistant. Hence, this Agreement in no way listing places any restriction on either party concerning their right to bid on any particular property. However if you bid on a property or negotiate on a property using the strategies taught you to by Timbra LLC, clients or affiliates then you will still owe an assignment fee if you circumvent the company and bid on a property or negotiate a deal of any type.

LENDER'S FEES

Timbra, LLC possesses knowledge and/or access to information relating to lenders, brokers, managers, referrers and qualifiers (collectively herein, "Lenders"). Timbra, LLC will provide information upon request to a User which includes the right of User to have access to this information. Such "lenders" shall be designated by Timbra, LLC as either "Exclusive" or "Nonexclusive." Exclusive Lenders include, but are not limited to, IRA lenders/account manager, 401K lenders/account and private cash lenders, and other hard money Lenders that have an exclusive agreement with Timbra, LLC or its managers, presidents, or affiliates. All 401K and IRA investors are Exclusive lenders. A Non-Exclusive Lender is any such Lender not designated by Timbra, LLC as an Exclusive Lender (e.g., companies like Lima One or Carolina Hard Money). User may only utilize the services of an "Exclusive Lender" for transactions within our system (meaning those meeting the criteria for which an Acquisition Fee would be paid. You may use Lenders you find to buy our wholesale deals any time provided it is not someone we have already referred to you that is an Exclusive Lender. We may also introduce you to our Non-Exclusive Lenders that you can use on any deal, regardless of whether it is a deal that is inside our outside of our system. Exclusive Lenders will pay a 1.45% of the total loan amount % fee on any points charged to any individual or affiliated entity of Timbra, LLC for any loans the Exclusive Lender Makes inside or outside our system or other fees that may be set up in the negotiations by the Lender and Timbra LLC. A referral fee may also be paid to Timbra LLC for the referral of a non exclusive lender. If a Lender does an equity share as a greater

payout than a payout on the interest and points then the 1.45% of what would've been the point calculation is still owed to Timbra, LLC. It is expected that Users will use some or all of their own money in real estate transactions. If a User puts their own money into an equity share, the amount and terms must be agreed to by Timbra, LLC prior to the use of any money by the User. If there is not prior written approval, no interest will be paid. Timbra pays \$360.00 per \$100,000 lent to a referrer of any exclusive lender on any lending transaction provided that the Lender is signed up and active in the system.

CONTRACTOR'S FEES

Timbra, LLC possesses knowledge and/or access to information relating to construction, contractors, improvements, rehabilitation, repairs and renovations (collectively herein, "Construction"). Timbra, LLC will provide information upon request to a User which includes the right of User to have access to this information. Contractors that are provided may add a referral fee to the bid amount for any proposed repairs, renovations or construction which may be paid to Timbra, LLC. User may use their own Contractor so long as an estimate is provided in advance of any work performed and Timbra cannot match or beat the estimate and time frames provided. Estimates are to be provided and Timbra, LLC reserves the right to review the estimate and provide a competing estimate and a mutual decision must be reached by User and Timbra, LLC.

APPROVAL OF ALL PARTIES

All listing agreements, accepted offers and closing disclosures must be approved by all Managers and all Managers have a right to negotiate on the terms of any of the same. If all Managers do not agree on the strategy, amount made or desired offer, the Managers who is willing to accept a lesser amount may be bought out for what they are willing to accept and any and all funds that the Manager has in the transaction on or before the Manager would have realized any funds or repayment and the remaining Managers may take over the deal and attempt to extract a higher profit.

CROSS-COLLATERALIZATION

No Manager may cross-collateralize any other deal OR THE SUBJECT PROPERTY (whether the same economic interests are represented in both deals or not) utilizing an asset that is owned or managed by the same or different Managers.

EXEMPTION FROM PAYMENT OF FEES

Notwithstanding any other provision in this Agreement, you are excepted and exempted from paying the Acquisition Fee on a property which meets either of the following prerequisites.

(a) Prior Offer Exemption. You need not pay the Acquisition Fee so long as you can demonstrate, by clear and convincing evidence, that you were “in the process of acquiring such property” prior to your executing this Agreement. As used herein, the phrase “in the process of acquiring such property” is defined as you having contacted the owner and having tendered to said owner a written offer to purchase the property where no strategies were used and employed that were learned while you were working with Timbra LLC or its affiliates. If you are signed up to the system and a property is found that the system has not detected yet but it comes by the same means that Timbra normally operates in, then the assignment fee will be owed by you. A good example of this is if you find a foreclosure that has not been sent to you via the system but the property is available on the system or goes to sale at the court houses. . If you bid on such a property then you will still owe us the assignment fee. In some cases we will not see the properties opening bid until it is in the upset bid period at which point we may or may not share it to you. If you find that property and bid on it without us you will still owe the assignment fee.

(b) Prior Professional Exemption. You shall not be precluded from performing such business activities or strategies which you can demonstrate, by clear and convincing evidence, that you performed prior to your executing this Agreement. You may not, however, perform them utilizing the information or methods available from the Timbra, LLC System without incurring the acquisition fees for such information or methods. This exemption does not apply to internal employees or contractors or sub contractors.

USE OF ACCESS DEVICES

With the exception of applications commonly known as Web Browser software, or other applications formally promoted, endorsed or approved by Timbra, LLC or The Estates, LLC in writing, you agree not to use any software, program, application or any other device to access or log on to any Timbra, LLC Service or The Estates, LLC, including Timbra, LLC or or The Estates, LLC’s computer systems, Web site or proprietary software or to automate the process of obtaining, downloading, transferring or transmitting any Market Information or any other content to or from any Timbra, LLC or or The Estates, LLC Service, including Timbra, LLC's or or The Estates, LLC computer systems, Web site or proprietary software.

SECURITY OF DATA TRANSMISSIONS AND STORAGE

Electronic (including wired and wireless) communications through The Timbra, LLC or or The Estates, LLC Services may not be encrypted. You acknowledge that there is a risk that data, including e-mail, electronic and wireless communications and personal data, may be accessed by unauthorized third parties when communicated between you and Timbra, LLC or The Estates, LLC or between you and other parties.

If you send a wire it is up to you to make sure it is sent to us properly and that we receive it properly by confirming with us that it has been received. Timbra LLC or The Estates, LLC and its affiliates do not take any responsibility for the misdirection of a wire. We know that in today's real estate market that there are hackers and people who try to steal wired funds. Please take precautions to eliminate the risk of a wire getting into the wrong hands.

MONITORING BY TIMBRA, LLC OR THE ESTATES, LLC

Timbra, LLC, its affiliates and agents are entitled, but not obligated, to review or retain your Communications. We and our Third Party Service Providers may monitor your Communications to evaluate the quality of service you receive, your compliance with the WBLA A, the security of The Timbra, LLC or The Estates, LLC Services, or for other reasons. You agree that these monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which Timbra, LLC or The Estates, LLC or its Third Party Service Providers monitor your Communications and enforce or fail to enforce the Rules and Guidelines of any Timbra, LLC or The Estates, LLC Service and the terms of the WBLA In no event will Timbra, LLC or The Estates, LLC or its Third Party Service Providers be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of any monitoring activities.

HYPERLINKS

Timbra, LLC or The Estates, LLC may make available links from a Timbra, LLC or The Estates, LLC Service to other, third party sites or electronic services providers that are not affiliated with Timbra, LLC or The Estates, LLC. Timbra, LLC or The Estates, LLC does not control these other sites or services, and Timbra, LLC or The Estates, LLC makes no representations or endorsements whatsoever concerning those sites or services. The fact that Timbra, LLC or The Estates, LLC has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. There are risks in using any information, software, service or product found on the Internet, and Timbra, LLC and The

Estates, LLC cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold Timbra, LLC or The Estates, LLC liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

DISCLAIMERS OF WARRANTIES

ALTHOUGH TIMBRA, LLC TRIES TO PROVIDE ACCURATE AND TIMELY INFORMATION THROUGH ITS SERVICES, THERE MAY BE INADVERTENT TECHNICAL OR FACTUAL INACCURACIES AND TYPOGRAPHICAL ERRORS. TIMBRA, LLC RESERVES THE RIGHT TO MAKE CHANGES AND CORRECTIONS AT ANY TIME, WITHOUT NOTICE. THE INFORMATION PROVIDED THROUGH TIMBRA, LLC SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE." TIMBRA, LLC DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED IN TIMBRA, LLC SERVICES. TIMBRA, LLC PROVIDES NO GUARANTEE AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. TIMBRA, LLC EXPRESSLY DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION CONTAINED IN TIMBRA, LLC SERVICES. TIMBRA, LLC MAY CHANGE INFORMATION CONTAINED IN TIMBRA, LLC SERVICES AT ANY TIME AND MAKES NO COMMITMENT TO UPDATE THE INFORMATION CONTAINED IN TIMBRA, LLC SERVICES. YOU ASSUME THE ENTIRE RISK AS TO THE USE OF TIMBRA, LLC SERVICES. FURTHER, TIMBRA, LLC MAKES NO WARRANTIES REGARDING TIMBRA, LLC SERVICES. TIMBRA, LLC AND ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF TIMBRA, LLC SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TIMBRA, LLC OR THROUGH OR FROM TIMBRA, LLC SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

IT IS EXTREMELY IMPORTANT THAT YOU PERFORM YOUR OWN RESEARCH AND MAKE YOUR OWN DECISIONS REGARDING ANY AND ALL MATTERS RELATING TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT AND NOTHING IN OUR STATEMENTS TO YOU MAY BE CONSTRUED AS A PROMISE OR GUARANTEE CONCERNING THE OUTCOME OF YOUR MATTER. NO ONE IN THE TIMBRA, LLC IS PERMITTED TO MAKE ANY SUCH PROMISES OR GUARANTEES. THE TIMBRA, LLC COMMENTS ABOUT THE OUTCOME OF YOUR MATTER ARE EXPRESSIONS OF OPINION ONLY. THE TIMBRA, LLC DOES NOT GUARANTEE THAT YOU WILL BE SUCCESSFUL IN OBTAINING A BID, NOR OWNERSHIP, NOR THAT YOU WILL MAKE A PROFIT OR AVOID A LOSS. THE TIMBRA, LLC STATEMENTS CONCERNING PROPERTY VALUES ARE ESTIMATES AND MAY NOT BE RELIED UPON. THE TIMBRA, LLC STATEMENTS CONCERNING REPAIRS OR MAINTENANCE OF PROPERTIES AND/OR THE COST OF MAKING SUCH REPAIRS OR DOING SUCH MAINTENANCE ARE ESTIMATES AND MAY NOT BE RELIED UPON. THE TIMBRA, LLC MAKES NO REPRESENTATIONS CONCERNING TITLE, MARKETABILITY OF TITLE, NOR THE EXISTENCE OR AMOUNT OF ENCUMBRANCES UPON TITLE. YOU ARE ENCOURAGED TO SEEK THE ADVICE OF PROFESSIONALS IN DETERMINING VALUE, MARKETABILITY, COSTS AND EXPENSES WHICH MIGHT BE ASSOCIATED WITH ANY PURCHASE.

TIMBRA, LLC MAKES NO GUARANTY OF THE ACCURACY OF ANY OF THE PROPERTY VALUES OR SALABILITY OF ANY PROPERTY; NOR OF THE CONDITION OF ANY PROPERTY OR THE NEED FOR REPAIRS. TIMBRA, LLC MAY ADVISE AND MAKE RECOMMENDATIONS, AND YOU MUST PERFORM YOUR OWN DUE DILIGENCE.

ALL IMPLIED WARRANTIES IMPLIED AT LAW OR OTHERWISE, WHETHER OF FITNESS, OF MARKETABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY WAIVED AND ARE NOT REPLACED WITH ANY WARRANTY OR GUARANTY IN THEIR PLACE.

TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT INVOLVE RISK. YOU MAY LOSE MONEY. YOU MAY OR MAY NOT MAKE MONEY. YOU MAY OR MAY NOT SELL YOUR PROPERTY OR PROPERTIES PURCHASE BY REASON OF YOUR DEALINGS WITH TIMBRA, LLC. YOU SHOULD EVALUATE TRANSACTIONS AND ALL RISKS ASSOCIATED THEREWITH INDEPENDENTLY OF TIMBRA, LLC AND MAKE YOUR OWN DECISIONS IN THAT REGARD. YOU AGREE THAT TIMBRA LLC DOES NOT ACCEPT SUCH RISKS AND IS IN NO WAY RESPONSIBLE FOR THE OUTCOME OF YOUR DECISIONS.

AS STATED AT LAW, A DEFAULTING BIDDER AT ANY SALE OR RESALE OR ANY DEFAULTING UPSET BIDDER IS LIABLE ON HIS BID, AND IN CASE A RESALE IS HAD BECAUSE OF SUCH DEFAULT, HE SHALL REMAIN LIABLE TO THE EXTENT THAT THE FINAL SALE PRICE IS LESS THAN HIS BID PLUS ALL THE COSTS OF THE RESALE. ANY DEPOSIT OR COMPLIANCE BOND MADE BY THE DEFAULTING BIDDER SHALL SECURE PAYMENT OF THE AMOUNT, IF ANY, FOR WHICH THE DEFAULTING BIDDER REMAINS LIABLE UNDER LAW. SEE NCGS § 45-21.30(D).

YOU SHOULD SEEK THE ADVICE OF PROFESSIONALS WITH REGARD TO YOUR MATTER. Timbra, LLC IS NOT A SUBSTITUTE FOR A LAWYER, ACCOUNTANT OR OTHER PROFESSIONAL. THE TIMBRA, LLC MAKES NO REPRESENTATIONS AND WARRANTIES, AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY, CONCERNING ACTIONS TAKEN BY YOU. IN NO WAY WILL TIMBRA, LLC BE RESPONSIBLE FOR ANY ACTIONS TAKEN OR NOT TAKEN BASED ON THE INFORMATION OR RESOURCES PROVIDED BY THE SAME. DO NOT DISREGARD, AVOID OR DELAY OBTAINING PROFESSIONAL ADVICE FROM A QUALIFIED SPECIALIST BECAUSE OF INFORMATION OR RESOURCES PROVIDED BY TIMBRA, LLC.

TIMBRA, LLC, ON BEHALF OF ITSELF AND ITS SUBSIDIARIES AND AFFILIATES DISCLAIMS AND EXCLUDES ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS REGARDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, AND FITNESS FOR A PARTICULAR PURPOSE. TIMBRA, LLC RESERVES THE RIGHT TO DECLINE SERVICE TO ANYONE OR TO TERMINATE THE SERVICE OF ANYONE AT ANY TIME WITHOUT CAUSE, EXCEPT AS PROHIBITED BY LAW.

IF THE USER PURCHASES A PROPERTY, IT IS THEIR RESPONSIBILITY TO MONITOR TAX PAYMENTS, AVOID CODE VIOLATIONS, MONITOR SUPERIOR LIENS AND PROTECT THE STATUS OF THE PROPERTY. ALL RISK OF LOSS IS ON THE USER.

LIMITATION OF LIABILITY AND INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD TIMBRA, LLC AND ITS AFFILIATES, AGENTS, EMPLOYEES, AND TIMBRA, LLCS (INCLUDING THE THIRD PARTY SERVICE PROVIDERS) HARMLESS FROM ANY CLAIM, DEMAND, LOSS, COSTS OR EXPENSE, INCLUDING ATTORNEYS' FEES, MADE BY ANY PERSON ARISING OUT

OF YOUR VIOLATION OF THIS AGREEMENT, STATE OR FEDERAL SECURITIES LAWS OR REGULATIONS, OR ANY OTHER PERSON'S RIGHTS, INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF ANY COPYRIGHT OR VIOLATION OF ANY PROPRIETARY OR PRIVACY RIGHT.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL TIMBRA, LLC OR ITS AFFILIATES, AGENTS, EMPLOYEES, OR TIMBRA, LLCs (INCLUDING THIRD PARTY SERVICE PROVIDERS) BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY TIMBRA, LLC SERVICE, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT WILL TIMBRA, LLC OR ITS THIRD PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY TORT, CONTRACT OR ANY OTHER LIABILITY ARISING IN CONNECTION WITH THE USE OF A TIMBRA, LLC SERVICE, OR RELIANCE ON ANY INFORMATION OR SERVICES PROVIDED BY TIMBRA, LLC. TIMBRA, LLC AND ITS THIRD PARTY SERVICE PROVIDERS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU AND/OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF TIMBRA, LLC OR ITS THIRD PARTY SERVICE PROVIDERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE TIMBRA, LLC SERVICES; (II) THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS; (III) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM TIMBRA, LLC SERVICES; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS OR CONDUCT OF ANYONE ON TIMBRA, LLC SERVICES; (VI) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY, EVEN IF THE THIRD PARTY HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (VII) ANY OTHER MATTER RELATING TO TIMBRA, LLC SERVICES. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD TIMBRA, LLC RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES

(INCLUDING THIRD PARTY SERVICE PROVIDERS) IN CONNECTION WITH TIMBRAIMBRA, LLC SERVICES.

BECAUSE SOME STATES PROHIBIT THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES THE LIMITATION OF LIABILITY ONLY WITH RESPECT TO CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY TO YOU, AND THE RESPECTIVE LIABILITY OF TIMBRA, LLC AND ITS THIRD PARTY SERVICE PROVIDERS, EMPLOYEES, DISTRIBUTORS AND AGENTS IS LIMITED TO THE GREATEST EXTENT ALLOWABLE UNDER APPLICABLE LAW IN THOSE STATES.

In the event that a court or arbitration panel, as the case may be, should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this Agreement fail, then you expressly agree that under no circumstances will the total, aggregate liability of Timbra, LLC and its Third Party Service Providers, employees, distributors, agents or affiliates, to you or any party claiming by or through you for any cause whatsoever, exceed \$100 (U.S.), regardless of the form of action and whether in contract, statute, tort or otherwise.

RESTRICTIONS ON USE

Except as otherwise permitted by Timbra, LLC or The Estates, LLC, no materials from Timbra, LLC Services or The Estates, LLC or any site owned, operated, licensed or controlled by Timbra, LLC may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You may download material displayed on Timbra, LLC or The Estates, LLC Services for non-commercial, personal use. If you do so, you agree to retain all copyright and other proprietary notices contained on the materials. You may not use, distribute, modify, transmit, or post the content of Timbra, LLC or The Estates, LLC Services for public or commercial purposes, including any text, images, audio, or video without Timbra, LLC's or The Estates, LLC's written permission. If any information is copied, utilized or provided to a third party then the damages for a misuse or unauthorized use may be difficult to calculate and as a result the parties agree that liquidated damages will be valued at all profits that you have made or will make through the use of this system. A piece of information shall be defined as any term of a property available or any calculation or information within any property

TRADEMARKS AND COPYRIGHTS

Timbra, LLC or The Estates, LLC's Services are owned by Timbra, LLC or or The Estates, LLC its affiliates or agents **(including the Third Party Service Providers)** and are protected by United States copyright laws and international treaty provisions. All content, trademarks, services marks, trade names, logos, and icons are proprietary to Timbra, LLC or The Estates, LLC or its affiliates, or The Estates, LLC, Timbra, LLCs or agents (including the Third Party Service Providers). Other third-party products and brand names may be trademarks or registered trademarks of their respective owners, and may not be affiliated with or The Estates, LLC or Timbra, LLC. Nothing contained in Timbra, LLC or The Estates, LLC Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on Timbra, LLC or The Estates, LLC Services without the written permission of Timbra, LLC or The Estates, LLC or such third party that may own the trademarks displayed on Timbra, LLC or The Estates, LLC Services. Your use of the trademarks displayed on Timbra, LLC or The Estates, LLC Services, or any other content in Timbra, LLC or The Estates, LLC Services, except as provided herein, is strictly prohibited.

Images displayed through Timbra, LLC or or The Estates, LLC Services are either the property of, or used with permission by, Timbra, LLC or or The Estates, LLC. You are prohibited from using or authorizing the use of these images unless specifically permitted under the WBLA. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

The Estates, LLC Services are owned by The Estates, LLC or its affiliates or agents **(including the Third Party Service Providers)** and are protected by United States copyright laws and international treaty provisions. All content, trademarks, services marks, trade names, logos, and icons are proprietary to The Estates, LLC or its affiliates, The Estates, LLCs or agents (including the Third Party Service Providers). Other third-party products and brand names may be trademarks or registered trademarks of their respective owners, and may not be affiliated with The Estates, LLC. Nothing contained in The Estates, LLC Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on The Estates, LLC Services without the written permission of The Estates, LLC or such third party that may own the trademarks displayed on The Estates, LLC Services. Your use of the trademarks displayed on The Estates, LLC Services, or any other content in The Estates, LLC Services, except as provided herein, is strictly prohibited.

Images displayed through The Estates, LLC Services are either the property of, or used with permission by, The Estates, LLC. You are prohibited from using or authorizing the use of these images unless specifically permitted under the WBLA. Any unauthorized use of the images may

violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

MODIFICATIONS, SUSPENSIONS AND TERMINATIONS OF TIMBRA, LLC SERVICES

Timbra, LLC reserves the right to modify or discontinue, temporarily or permanently, Timbra, LLC Service (or any part thereof) with or without notice. You agree that Timbra, LLC will not be liable to you or to any third party for any modification, suspension or discontinuance of a Timbra, LLC Service. Please keep in mind that extended periods of inactivity may also result in your enrollment in a Timbra, LLC Service being canceled. The license granted under the WBLA A will terminate if Timbra, LLC believes that any information provided by you, including your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any term or condition of the WBLA A and all Rules and Guidelines for each Timbra, LLC Service. Upon such violation, you agree to terminate access to The Timbra, LLC Services.

GOVERNING LAW

The WBLA , and all future agreements you may enter into with Timbra, LLC, unless otherwise indicated on such other agreement, will be governed by the law of the state of North Carolina, without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with Timbra, LLC in North Carolina or elsewhere. Unless a dispute would be governed by an applicable arbitration clause, you agree to submit to the personal and exclusive jurisdiction of the courts located within the City and County of Raleigh, Wake County, North Carolina. If any part of the WBLA A is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. A material element of Timbra, LLC entering into this agreement is your agreement by the acceptance herein to a dispute resolution committee formed by other subscribers and real estate professionals which are chosen by Timbra, LLC and which is more fully defined herein. As part of this agreement, you agree to submit any disputes to the dispute resolution committee if you disagree with any portion of this agreement or allocation of any costs or profits. The decision of the dispute resolution committee shall be binding on the parties. Any court action that is taken inconsistent with this paragraph shall be the basis of an assessment of attorney's fees and costs against the party failing to follow the dispute resolution procedure.

NON-CIRCUMVENTION

User agrees not to contract, deal with, or enter into any real estate transaction in circumvention of this Agreement or in circumvention of the payment of fees normally owed under this Agreement at any time or in any manner, without the written consent of Timbra, LLC. This includes, but is not limited to, terminating this Agreement in order to perform real estate transaction which would normally require payment of a Fee as set forth herein. In any action brought to enforce this provision the burden of proof shall rest exclusively with User to show by clear and convincing evidence that there was no attempt to circumvent this Agreement.

NON-DISCLOSURE

Timbra, LLC Confidential Information (defined below) is a valuable, special and unique asset of Timbra, LLCs business, access to and knowledge of which are essential to the transaction contemplated by this Agreement. It is vital to Timbra, LLCs legitimate business interests that the confidentiality of all Confidential Information be preserved. Use or reliance on the Confidential Information by or on behalf of any other business or commercial activity in competition with Timbra, LLC could result in irreparable harm to Timbra, LLC. As such, the User agrees to hold in strict confidence, and not to use, except for the benefit of Timbra, LLC and user as is contemplated by this Agreement to disclose to any person, firm or corporation without written authorization of Timbra, LLC, any Confidential Information of Timbra, LC, and such agreement with respect to Confidential Information shall remain in effect at all times during the term of this agreement and at any time thereafter.

NON-COMPETITION

In the spirit of the agreement as embodied in the Non-Disclosure and Non-Circumvention provisions set forth above, User agrees that the intellectual property and approaches which are provided under this Agreement and through use of the License are trade secrets under North Carolina law. North Carolina defines a trade secret as: business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that: a) derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. N.C. Gen. Stat. § 66-152(3). Further, the parties acknowledge that the information provided is: (1) information which is not known outside the business; (2) the information provided to employees and others involved in the business is limited outside of the License; (3) the Licensor has taken

precautions to guard secrecy of the information; (4) the information is valuable to the business and its competitors; (5) there has been a great amount of effort and/or money expended in developing the information; and (6) there would be difficulty in compiling the information in a manner to be acquired or duplicated by others. The Licensee acknowledges that it has a duty of confidence to the Licensor in regards to any and all information provided.

This non-competition agreement will extend to any state where Timbra, LLC or The Estates, LLC or their affiliates are marketing, building records, attending REIA's or actively participating in the distressed property/foreclosure market or wholesale market.

As such, Licensee agrees not to provide any consultation to, nor participate in any manner with, any other entity of any type or description which competes with Timbra, LLC, whether done directly or indirectly, in ownership, consultation, employment or otherwise. User agrees not to reveal to outside sources, use documents prepared, use techniques or strategies made available in any matters, the revealing of which could, in any manner, adversely affect or disclose Timbra's business or any part thereof, unless required by law to do so. This Non-Competition provision is limited to the geographic area consisting of each county or like jurisdictional entity in which either Timbra, LLC or any affiliated entity owned directly by Timbra, LLC or in which Timbra, LLC maintains property records available for use within the system, either directly or indirectly. User acknowledges that the remedy at law for breach of this Covenant Not To Compete will be inadequate and that Timbra, LLC shall be entitled to injunctive relief as to any violation thereof; however, nothing herein shall be construed as prohibiting Timbra, LLC from pursuing any other remedies available to it, in addition to injunctive relief, whether at law or in equity, including the recovery of damages. User further acknowledges that any breach of User's Covenant Not To Compete shall be deemed a material breach of this Agreement.

Since the damages for a breach of the confidentiality or non-competition clauses are difficult if not impossible to calculate, the Licensee agrees that any breach shall be the liquidated damages amount of all monies that you have made by use of the system or are owed for properties currently in the system.

DURATION & MODIFICATION

This Agreement shall commence on the date first written above and shall remain in full force and effect and continue month to month for the maximum period allowed by law. This Agreement is revocable by either party upon the giving of thirty (30) days advance written notice of the same as prescribed in the Notice provision below. If revoked, any fees earned on any acquisition, transfer or sale prior to that revocation are still due and owing and shall be payable immediately.

REMEDIES

Both parties specifically agree and acknowledge that any violations of this Agreement will cause irreparable injury to Timbra, LLC, and that Timbra, LLC shall be entitled to an injunction, restraining you from the violation of any part of this Agreement, or compelling the promised performance, without bond.

Both parties agree that the violation of this Agreement in any manner shall result in such damages as are allowable at law or in equity. In addition to those damages and remedies already stated, both parties also agree to forfeit or disgorge to the other any profits made by reason of a violation of this Agreement.

Both parties agree that in no event shall the total, aggregate liability arising out of or related to this Agreement exceed, the total amount of fees paid by one party to the other in the six-month period immediately prior to the event giving rise to the claim you pursue except where the breaching party does so with malice or willful misconduct.

Both parties agree that from time to time a dispute may arise in an among the managers or members of LLC that are composed of the Licensee and/or Licensee under the system provided for in this agreement. In the event of a deadlock among Managers/Members or in the event that any Manager objects to a decision made by other Managers or Members disagree with a decision made by a Manager or other Member, the same shall be resolved by the Dispute Resolution Committee.

Two standing Committees called the Resolution Dispute Committees have been formed which shall decide all deadlock or objections of Members or Managers. One Committee is composed of persons or entities located in the eastern part of North Carolina and the other committee consists of persons or entities located in the western part of North Carolina. For purposes of this division, Greensboro and east is considered as eastern and anything west of Greensboro is considered western. The Committee for the opposite geographical region shall make the decision for the party located and submitting a dispute in the other division. (For e.g. if Complainant is located in Charlotte then the eastern committee will make the decision.) Said Committees shall consist of five (5) members appointed by Timbra, LLC, and shall consist of the following: a contractor, a lender, an acquisition assistant, a representative of Timbra, LLC, and a real estate buyer. Once a question has been submitted to said Committee, the Committee shall hold an informal hearing weather in person by phone or email as soon as possible from submission, and shall render a decision as soon as possible of said hearing. Decisions shall be made by a simple majority of all of those committee members participating at the time when the decision is rendered. Decisions of this Committee are final, binding and are in lieu of all other legal remedies. No fees shall be charged by the committee. Each member of a committee understands and acknowledges that

they have a duty of impartiality and confidentiality in all information obtained and all decisions rendered.

GENERAL PROVISIONS

When reasonable grounds concerning the performance of either party arise, the non-offending party may in writing demand adequate assurance of performance by the other by a notice in 18 point font, Times New Roman, as set forth below, delivered to the other party. The offending party's failure to provide within 10 days of demand, such assurance of performance as is adequate under the circumstances is a default under this Agreement.

If either party is found to be in default or breach of any term under this Agreement, then the non-defaulting party may give Notice to the defaulting party of the offending act or acts by a notice in 18 point font, Times New Roman, as set forth below, delivered to the allegedly breaching party. If, after 5 days, the breach has not been cured, the non-defaulting party, at their election, may declare the contract terminated and may seek such remedies as may be available at law or in equity.

If any legal action or proceeding or efforts are brought or made, by either party, to enforce any part of this Agreement, including arbitration or an action for declaratory relief, the prevailing party shall recover its reasonable time and expenses spent in preparation and presentation or litigation thereof, and shall recover a reasonable sum for attorney's fees (including in-house counsel fees billed at the rate of one who limits his/her areas of practice), costs and expenses with regard to the same, all of which shall be paid whether or not such action is prosecuted to judgment. Said sums shall be paid whether or not suit or arbitration is instituted. If the prevailing party chooses to use a collection agency to recover money owed from the non-prevailing party, the non-prevailing party agrees to reimburse the prevailing party for all of the collection agency fees in addition to any other sums permissible by law. "Prevailing party" shall include, (a) a party who dismisses an action in exchange for sums allegedly due; (b) a party who receives performance from another party of an alleged breach of covenant or a desired remedy where the remedy is substantially equal to the relief sought in an action; or (c) the party determined to be the prevailing party by a judge or arbitrator.

Whenever any party hereto gives or serves upon another party a notice or demand, each such notice or demand shall be in writing and must contain the word "NOTICE" in capital letters at the top of the first page of said writing in either Times New Roman or Arial type font of not less than 18 point. Failure to comply with this requirement shall render the notice ineffective but shall not constitute a material breach of this Agreement. Such communications shall be given or

served by email or facsimile transfer (fax). Such communications shall be deemed received upon transmission thereof. Such communications may also be sent by mail or some other method; provided, however, that such delivery shall be in addition to, and not in lieu of, the communication sent by email or fax.

The parties acknowledge that each party and its counsel either have, or have had the opportunity to, review and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibit hereto. Any reference to a number of days, not otherwise specified, is to the number of calendar days rather than business days.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Timbra, LLC may assign its rights hereunder to any person or entity without Notice or consent from you. Any assignment by you is void unless done with the advance prior written consent of Timbra, LLC.

Each term or provision of this Agreement and the application thereof is entitled to the fullest extent permitted by law. Each and every term, covenant, and agreement herein shall be deemed a condition hereof. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The failure to strictly enforce the conditions or covenants of this Agreement shall not be construed as a waiver or relinquishment of the same, and shall not prevent later enforcement of the same. The invalidity or partial invalidity of any provisions of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Unenforceability of the of the non-disclosure or no-competition portion of this Agreement in any geographical location shall not render the same unenforceable in the remaining geographical locations. Breach of any covenant or Term of this Agreement is deemed a material breach of this entire Agreement.

This Agreement, together with all other documents between these same parties of even date and their attachments, embodies the entire, full and final agreement and understanding of the parties with respect to the subject matter of this Agreement and there are no agreements, understandings, undertakings, restrictions, representations, warranties or covenants among the parties other than those set forth herein. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings, and agreements between the parties relating to the subject matter of this Agreement, including, without limitation, all prior offers or agreements to purchase the subject Property, all notes, emails, letters, telephone calls and earlier drafts of this Agreement. This Agreement cannot be modified except in a writing signed by all parties.

By logging onto and subscribing to the system, you agree to the foregoing in its entirety.
