

PARTNERSHIP AGREEMENT OF RIVER CITY VENTURES

This Partnership Agreement (the "Agreement") is entered into as of February 1, 2026, by and among the General Partners of

- 1. CAPITAL CONTRIBUTIONS. Each General Partner shall contribute 00,000 as initial capital. Additional contributions may
- 2. PROFIT AND LOSS ALLOCATION. Net profits and losses shall be allocated in proportion to each Partner's percentage in
- 3. MANAGEMENT. Each General Partner has equal management authority. Decisions in the ordinary course of business re
- 4. WITHDRAWAL AND EXPULSION. A Partner may withdraw upon 60 days written notice. A Partner may be expelled for c
- 5. LIABILITY. Each General Partner shall be jointly and severally liable for all debts and obligations of the Partnership. The
- 6. DISPUTE RESOLUTION. Any dispute arising under this Agreement shall be resolved through binding mediation under th

IN WITNESS WHEREOF, the Partners have executed this Agreement as of the date first above written.