

Rec 4-3-15
by [REDACTED]
Tax ID# [REDACTED]

T.REX ARMS PARTNERSHIP AGREEMENT

3 APRIL 2015 VERSION

Statement of Intent:

T.REX ARMS is a small general partnership in the business of making custom holsters out of Kydex. Our goal is to remain a relatively small boutique/custom manufacturer of high end holsters and other types of carriers. This operating agreement is designed to be in effect while the company is operating at less than \$250,000/year gross income; it is the common expectation that this document will be revised when we exceed that.

Compensation to the partners will consist of guaranteed payments for time spent manufacturing products and portions of the monthly profits for performing specified partner responsibilities.

Guaranteed Compensation to partners for manufacturing shall be as follows:

Each type of product shall have a base-line manufacturing value for compensation established, and this value shall be equally divided based on time required to perform each manufacturing step under normal conditions. Our goal is to generously compensate partners for the time they spend crafting each product. Example: An item sells for \$45. 50%, \$22.50, of that is set aside for manufacturing; that \$22.50 is distributed, based on pre-agreed to proportions, to the partners that perform the actual work. This might be \$4 for blocking, \$6 for molding, and \$12 to complete.

The exact proportion of manufacturing pay for different tasks will be agreed to by the partners on a quarterly basis or as otherwise agreed to.

Partners should expect to invest roughly equal time in manufacturing unless some other arrangement is agreed to. Ultimately, each partner bears a responsibility to ensure that products are manufactured within the time-frame promised on our website.

Distribution of Profits:

To recognize and compensate Luke's startup efforts and personal financial investment, a special distribution of profits shall temporarily be in place:

Lucas Botkin shall get 60% of profits until he has received \$50,000 (this figure does not include payment for shop-work but shall only include shares of the profits).

David Botkin and David Noor shall get 20% each during this time.

After Lucas has received his \$50,000 (or at another time agreed to by the partners) we shall move to compensation as follows:

Lucas Botkin: 35%

David Botkin: 25%

David Noor: 25%

The remainder shall be distributed each month based on time invested in other-than-manufacturing work, or based on taking responsibility for different aspects of the business.

These percentages shall be open to re-negotiation and modification as the partners unanimously see fit to adopt.

If a partner ever goes inactive; either takes a sabbatical, or moves on from the partnership, or is succeeded by his spouse (who remains inactive) - if he is no longer directly engaged in the business of the partnership and making holsters, he or she shall be entitled to 1/2 of the profits normally distributed. (i.e. Lucas Botkin, if inactive, would get 17.5% profits, Nadia Botkin, if she was an inactive successor partner, would get 10%).

One goal with this clause is to ensure that a deceased partner's spouse would continue to be financially supported as a result of the partner's work - even after he's gone. T.REX ARMS recognizes the incredible significance of protecting and honoring widows and orphans.

Partner Responsibilities:

Founding Partner Lucas Botkin has primary responsibility and authority for all branding ("the look" of T.REX ARMS) and marketing, including promotional imagery, social media, product aesthetics, etc. Josiah David Botkin has responsibility for all financial management related tasks, which shall include (but is not limited to) maintaining compliance, company books, calculating and disbursing profits and compensation, etc.

David Noor has responsibility for maintaining our inventory of supplies, parts, and tools. Responsibilities that may be delegated by the partners shall include, but are not limited to, maintenance/clean-up, customer service, shipping, product R&D, manufacture R&D, etc. All partners have authority to write checks and otherwise disburse partnership funds.

Direction of the Company:

Lucas Botkin shall have 50% say. David Botkin shall have 25% say. David Noor shall have 25% say. Decisions that require all partners' consent: changing this agreement, adding new branches of business to T.REX, any purchase above \$1,000 (other than consumables for manufacturing or shipping), any major business agreements (wholesale agreements, affiliations, etc), opening financial accounts, adding new partners, declaring the partnership bankrupt, or selling or dissolving the partnership. This operating agreement shall be revised by the existing partners if they decide to add additional partner(s). If there is an unresolvable disagreement among the partners, they shall submit to the arbitration of the elders of the church(es) to which they at that time belong.

Apostasy: If a partner is put out of his local church, he shall lose say in direction of the partnership but retain right to work and profits.

Personal Bankruptcy: If a partner declares personal bankruptcy, he thereby dissociates himself from the partnership and gives the other partners the right to buy out his interest in the partnership for \$100.

Death: If a partner dies, his interest will pass to his heir(s), who may fill his place as partner.

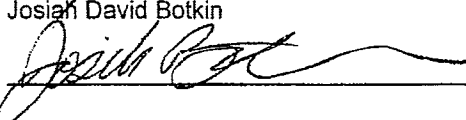
Signed

Lucas Botkin



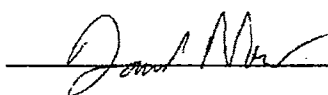
Date 3 APR 2015

Josiah David Botkin



Date 3 APR 2015

David Noor



Date 3 Apr 2015