

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

IN RE:

BRD LAND & INVESTMENT, et al.¹

Debtors.

Chapter 11

Case No. 26-30215

(Jointly Administered)

**DEBTOR’S MOTION FOR AN ORDER AUTHORIZING
REJECTION OF CERTAIN EXECUTORY CONTRACTS
AS OF THE PETITION DATE**

BRD Land & Investment (the “Debtor”), debtor-in-possession in the above-captioned case, hereby moves (the “Motion”) the Court for entry of an order (the “Order”), pursuant to section 365 of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”), Rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) for entry of an order authorizing the rejection of certain agreements (the “Agreements”) between the Debtors and the following individuals or entities: Capital Gains Tax Solutions; Brion Yarnell/Bedrock Financial Services, LLC and Larry Hickernell/LJH Ventures, LLC; Achieve Capital Partners, LLC; Jim Konte; SkySeason LLC; Equiti LLC; Enact Investments, LLC; GSG Consulting; Robert F. Schimeneck; Sky Valley Capital, LLC; Barron, Inc.; Randy Yanker/AAM II, LLC; and Rockstar Investments, LLC (collectively, the “Capital Raisers”)², effective as of the Petition Date.

In support of this Motion, the Debtors respectively state as follows:

¹ Debtors are the following entities (the last four digits of their taxpayer identification numbers follows in parentheses): BRD Land & Investment, a South Carolina partnership (6940), BRDL Warden Station Holding Co LLC (0184), and BRDL Warden Station, LLC (4687). The Debtors’ address is 6433 Bannington Road, Charlotte, NC 28226.

² The Debtors believe that seven of the eight Agreements referenced herein have already expired by their own terms. However, in an abundance of caution, the Debtors seek authority to reject these Agreements in the event their terms are argued to be still in effect.



JURISDICTION

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of these proceedings and the Motion in this Court is proper under 28 U.S.C. § 1408.

2. The statutory bases for the relief requested herein is section 365 of the Bankruptcy Code as supplemented by Bankruptcy Rules 6006 and 9014.

BACKGROUND

3. On February 24, 2026 (the “Petition Date”), Debtor filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”). The Debtor is operating its business and managing its property as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner or statutory committee has yet been appointed in this Chapter 11 Case.

4. Prior to the Petition Date, the Debtor entered into the Agreements with various entities and/or individuals. Specifically, the agreements are: (i) Capital Gains Tax Solutions Marketing Services Agreement (the “Capital Gains Agreement”) (attached hereto as **Exhibit A**); (ii) Brion Yarnell/Bedrock Financial Services, LLC Memorandum of Understanding the subsequent amendment thereto (the “Bedrock Agreement”) (attached hereto as **Exhibit B**); (iii) Achieve Capital Partners, LLC Consulting Agreement (the “Achieve Capital Agreement”) (attached hereto as **Exhibit C**); Jim Konte Consulting Agreement (the “Konte Agreement”) (attached hereto as **Exhibit D**); SkySeason LLC Consulting Agreement (the “SkySeason Agreement”) (attached hereto as **Exhibit E**); Equiti LLC Consulting Agreement (the “Equiti Agreement”) (attached hereto as **Exhibit F**); Enact Investments, LLC Consulting Agreement (the “Enact Agreement”) (attached hereto as **Exhibit G**); GSG Consulting

Consulting Agreement (the “GSG Agreement”) (attached hereto as **Exhibit H**); AAM II, LLC Consulting Agreement (the “AAM Agreement”) (attached hereto as **Exhibit I**); Sky Valley, LLC Consulting Agreement (the “Sky Valley Agreement”); Robert F. Schimeneck Consulting Agreement (the “Schimeneck Agreement”); Barron, Inc Consulting Agreement (the “Barron Agreement”); and Rockstar Investments, LLC (the “Rockstar Agreement”).

5. The Sky Valley Agreement, Schimeneck Agreement, Barron Agreement, and Rockstar Agreement (collectively, the “Verbal Agreements”) are verbal agreements entered into between the respective consultant and the Debtor.⁴ The Verbal Agreements’ terms generally require each consultant to market the Debtor’s promissory note funds from various lenders in exchange for a marketing fee of approximately 2-3% of the loan funds received by the Debtor from the investor. The payment terms for the Verbal Agreements followed the Debtor’s standard practice of thirty- to sixty-day payment.

RELIEF REQUESTED

6. By this Motion, the Debtor, pursuant to section 365 of the Bankruptcy Code, seeks the entry of an order authorizing it to reject the Agreements effective as of the Petition Date.

BASIS FOR RELIEF REQUESTED

7. The Bankruptcy Code provides in relevant part that a debtor, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a); see In re Univ. Med. Ctr., 973 F.2d 1065, 1075 (3d Cir. 1992). The assumption or rejection of an executory contract or unexpired lease is subject to review under the business judgment standard. Lubrizol Enters. v. Richmond Metal Finishers, Inc., 756 F.2d 1043, 1046-47

⁴ The Debtor reserves all rights to challenge the validity of each of the Verbal Agreements under any applicable law, including the Statute of Frauds. Out of an abundance of caution, the Debtor has included the Verbal Agreements in this Motion.

(4th Cir. 1985). The Court should accept a debtor’s decision to reject an executory contract or unexpired lease “except upon a finding of bad faith or gross abuse of [the debtor’s] business discretion.” Id. at 1047. “More exacting scrutiny would slow the administration of the Debtor’s estate and increase its cost, interfere with the Bankruptcy Code’s provision for private control of administration of the estate, and threaten the court’s ability to control a case impartially.” Richmond Leasing Co. v. Capital Bank, N.A., 762 F.2d 1303, 1311 (5th Cir. 1985).

8. To determine whether a contract is an executory contract, the Fourth Circuit has adopted the Countryman test: “By that test, a contract is executory if the ‘obligations of both the bankrupt and the other party to the contract are so far unperformed that the failure of either to complete the performance would constitute a material breach excusing the performance of the other.’” In re Byung Mook Cho, 581 B.R. 452, 461 (Bankr. D. Md. 2018) (citations omitted). In other words, “unperformed obligations on the part of both parties to the contract, and a breach of any those obligations must be material in the sense that it would allow the non-breaching party to rescind, or cease performing under, the contract under applicable nonbankruptcy law.” Id.

9. Here, the Agreements are executory agreements because neither the Debtor nor its contractual counterparties have completed performance. The Capital Raisers have not completed their performance under the Agreements because that performance is open-ended and ongoing. Likewise, the Debtor has not completed its performance under the Agreements because its own obligations are open-ended and ongoing, specifically relating to payment to the Capital Raisers as well as certain information sharing requirements related to the Capital Raisers’ efforts. Should the Capital Raisers or the Debtor fail to perform, then the non-breaching party would be excused from performing under applicable non-bankruptcy law.

10. The standard requiring that the Debtor exercise reasonable business judgment in determining which unexpired executory contracts to reject is met under the facts of this case. The Agreements, which primarily provide services relating to raising capital and related relationships, were entered into during a period of growth for the Debtor and at a time at which the Debtor required additional funds through this specific capital raising vehicle. The Agreements, which obligate the Debtor to large consulting fees, no longer serve the Debtor's, or their estates', best interests. Instead, the Debtor intends to fund its operations with current cash on hand as well as proceeds from selling and closing projects.

11. Consequently, the Debtor, in its business judgment, believes the Agreements should be rejected. If the Agreements were deemed to remain in force, it would constitute a net drain on the assets of the Debtor and negatively impact both the value of the current bankruptcy estate as well as the Debtor's ability to fund the Chapter 11 Case. Furthermore, the Debtor's cash flow is critical to the Debtor's Chapter 11 Case. Accordingly, the Debtor believes, in the exercise of its business judgment, that continued performance under the Agreements would not be in the best interests of the Debtor's estates or their creditors. Thus, the Debtors seek authority under Section 365 of the Bankruptcy Code to reject the Agreements as of the Petition Date.

NOTICE

12. Notice of this Motion has been given to the following parties: (i) the holders of the twenty largest general unsecured claims against the Debtors; (ii) the Internal Revenue Service; (iii) the Office of the United States Attorney for the Western District of North Carolina; (iv) the Office of the United States Bankruptcy Administrator for the Western District of North Carolina; (v) Capital Gains Tax Solutions; (vi) Brion Yarnell/Bedrock Financial Services, LLC; (vii) Larry Hickernell/LJH Ventures, LLC; (viii) Achieve Capital Partners, LLC; (ix) Jim Konte; (x)

SkySeason LLC; (xi) Equiti LLC; (xii) Enact Investments, LLC; (xiii) GSG Consulting; (xiv) Robert F. Schimeneck; (xv) Sky Valley Capital, LLC; (xvi) Barron, Inc.; (xvii) Randy Yanker/AAM II, LLC; and (xviii) Rockstar Investments, LLC. Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, Debtors respectfully requests the Court enter an order, substantially in the form attached hereto as **Exhibit J**, (i) authorizing the Debtor to reject, pursuant to section 365 of the Bankruptcy Code, the Agreements, as of the Petition Date, and (ii) granting Debtor such other and further relief as is just and proper.

This the 4th day of March, 2026.

RAYBURN COOPER & DURHAM, P.A.

By: /s/ Matthew L. Tomsic
Matthew L. Tomsic
N.C. State Bar No. 52431
Natalie E. Kutcher
N.C. State Bar No. 54888
227 West Trade Street, Suite 1200
Charlotte, NC 28202
(704) 334-0891
mtomsic@rcdlaw.net
nkutcher@rcdlaw.net

Proposed Counsel to the Debtors

EXHIBIT A
Capital Gains Tax Solutions Marketing Services Agreement



Capital Gains Tax Solutions Marketing Services Agreement

Dear Brett Swarts / Capital Gains Tax Solutions,

BRD Land & Investment ("BRD") is interested in engaging **Capital Gains Tax Solutions**("CGTS"), a marketing services provider, to assist BRD in marketing to qualified and capable investment partners for BRD Land and Investment's enterprise. In connection therewith, BRD and CGTS hereby agree as follows:

1. BRD hereby engages CGTS as BRD's representative for the purpose of marketing to qualified and capable investment partners for BRD for a period of time commencing on the date hereof and expiring on **06/01/2025** (the "Engagement Period"). During the Engagement Period, CGTS may market to prospective qualified and capable investment partners to present the specific value propositions, features, and benefits that BRD Land and Investment offers on the BRD's behalf.
2. Upon the conclusion of each quarter or as time allows, CGTS shall present BRD with an invoice for marketing services rendered for and on behalf of BRD in the previous quarter. BRD will review, confirm and approve the marketing services invoice in a timely manner and will forward any questions to CGTS immediately upon review.
3. CGTS's invoiced marketing services fees are payable upon the confirmation and approval of CGTS's marketing services invoice. BRD acknowledges that such confirmed and approved fees are due NET 30 from invoice receipt.
4. BRD agrees to reimburse CGTS for approved out of pocket expenses up to \$2,000 including, but not limited to, marketing materials, presentations, third-party marketing reports, etc... Written approval from a BRD Representative shall be obtained by CGTS prior to the expense occurrence.
5. BRD further acknowledges that CGTS may receive fees and/or other remuneration under any of the contractual arrangements that CGTS has with other BRDs, partners or other involved parties as the case may be. Accordingly, CGTS hereby discloses to BRD that CGTS may receive fees or other remuneration in addition to (and without limitation of) the Fee and reimbursable expenses payable by BRD hereunder.
6. Both BRD and CGTS agree that it is difficult to determine the amount required to compensate CGTS or BRD for the loss of opportunity in connection with marketing to potential qualified and capable investment partners. Because any such damages are speculative in nature and are not subject to being estimated at the time of the execution of this Agreement, CGTS and BRD hereby agree that neither CGTS nor BRD shall be liable for any special, consequential, incidental or punitive damages with respect to any claims relating to any transaction contemplated hereunder. Accordingly, CGTS and BRD each hereby waive any right to claim or seek any special, consequential, incidental or punitive damages in connection with any claims arising hereunder.
7. BRD shall furnish to CGTS such information concerning the Property or BRD and its principals as is reasonably necessary for CGTS to render its services hereunder. BRD and/or its authorized agents acknowledges that in performing its duties hereunder CGTS will rely upon the completeness and accuracy of all such information.
8. In connection with the foregoing, BRD agrees to indemnify, defend and hold harmless CGTS from and against any Claims (as defined below) as and to extent arising as a result of or otherwise in connection with (a) any misrepresentations or material omissions in any marketing information approved in writing by BRD or any other information BRD may elect to provide to (or refrain from providing to) CGTS or any prospective investment partner and (b) any BRD default under any agreement relative to marketing services. CGTS agrees to

DS
BS

DS
[Signature]



indemnify, defend and hold harmless BRD from and against any and all Claims as and to the extent arising as a result of or otherwise in connection with (a) any breach by CGTS under this Agreement and/or (b) CGTS's gross negligence or willful misconduct in the performance of its duties under this Agreement. As used in this paragraph, (i) "Claims" means any and all fines, losses, damages, suits, claims, actions, demands, liabilities, costs and expenses (including, without limitation, attorney's fees), and (ii) BRD and CGTS (in each instance with quotations included) shall include any officer, director, shareholder, partner, member or employee thereof.

9. Any investment partnership opportunity, if issued, may be on substantially different terms from the terms described herein. Accordingly, any investment partnership opportunity executed by BRD will supersede and replace all investment opportunity parameters sought by BRD under this Agreement. Additionally, nothing contained herein shall be deemed a guaranty or assurance that CGTS will provide potential qualified and capable investment partners for BRD and BRD agrees that CGTS will not be liable to BRD in the event that CGTS fails to market to potential qualified and capable investment partners in a manner satisfactory to BRD. BRD further agrees that it shall not represent to any third party that CGTS has in any way guaranteed or assured any potential qualified or capable investment partners will be marketed to for the BRD.

10. In performing its duties hereunder, CGTS is an independent contractor and has no other relationship with the BRD other than as an independent contractor. This Agreement (a) may be executed in multiple counterparts each of which shall be deemed an original, and (b) shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. In the event any provision of this Agreement is found to be unenforceable, this Agreement shall remain in effect and a new and enforceable provision containing terms as similar as possible to the ineffective provision shall be substituted for such ineffective provision. This Agreement constitutes the entire agreement between CGTS and BRD with respect to the matters set forth herein and supersedes all prior discussions, negotiation and agreements, whether oral or written. No amendment of this Agreement is valid or binding unless made in writing signed by both CGTS and BRD. The person(s) and/or entity(ies) executing this Agreement on behalf of each of CGTS and BRD are duly authorized representatives of each and have all applicable right, power and authority to enter into this Agreement on behalf of CGTS or BRD, as the case may be.

Please indicate your agreement to the terms and conditions set forth above by countersigning this Agreement in this space provided below and returning the same to the attention of BRD Land and Investment.

DS
BS

DS
[Signature]



BRD Land and Investment

Signature: 
9AC8B39D638E45E

Name: Maurice Johnson

Title: Chief Executive Officer

Date: 5/23/2024

Capital Gains Tax Solutions

Signature: 
56674125D48044C...

Name: Bret Swarts

Title: Managing Member

Date: 5/31/2024



Marketing Services Billing Codes

BRANDING		MARKETING		SEO		DESIGN		WEB DEVELOPMENT		WEBSITE MAINTENANCE		COMMERCIAL PHOTOGRAPHY	
BRA-1	Brand Development	Mar-1	Marketing Plans	SEO-1	Keyword Research	DES-1	Logos	WED-1	Custom Web Design	WEM-1	Maintenance Packages	COM-1	Professional Headshots
BRA-2	Naming	Mar-2	Competitor Analysis	SEO-2	Keyword Monitoring	DES-2	Packaging	WED-2	Digital Marketing	WEM-2	24/7 Monitoring	COM-2	Branding Photography
BRA-3	Brand Identity Package	Mar-3	Digital Marketing	SEO-3	PPC Campaigns	DES-3	Event Displays	WED-3	Ecommerce	WEM-3	Software Updates	COM-3	Architectural Photography
BRA-4	Brand Guides	Mar-4	Landing Pages	SEO-4	Social Media	DES-4	Signage	WED-4	Joomla	WEM-4	Security Patches	COM-4	Website Hero Videos
BRA-5	Brand Vision Workshops	Mar-5	Content Creation	SEO-5	Analytics	DES-5	Brochures	WED-5	Wordpress	WEM-5	Tech Support		
BRA-6	Messaging and Taglines	Mar-6	Ebooks	SEO-6	KPI Reporting	DES-6	Catalogs	WED-6	WooCommerce	WEM-6	Daily Backups		
BRA-7	Brand Improvements	Mar-7	How-to Articles			DES-7	Sell Sheets	WED-7	Managed Hosting	WEM-7	Content Updates		
BRA-8	Rebranding	Mar-8	White Papers			DES-8	Posters	WED-8	Mobile Design	WEM-8	Analytics Reporting		
		Mar-9	Blogs			DES-9	Business services	WED-9	Blogs	WEM-9	General Improvements		
		Mar-10	Marketing Automation			DES-10	Letterhead	WED-10	Wireframing				
		Mar-11	Email Newsletters			DES-11	Infographics	WED-11	User Experience (UX)				
						DES-12	Icons	WED-12	Custom Development				
						DES-13	Presentations						
						DES-14	PowerPoint Templates						
						DES-15	Swag						
						DES-16	Advertisements						

DS
BS

DS
[Signature]

EXHIBIT B

**Brion Yarnell/Bedrock Financial Services, LLC
Memorandum of Understanding and Amendment**

Memorandum of Understanding (MOU)

4th September 2023

Parties

BRD Land & Investment or nominee (BRDL)

&

Brion Yarnell/ Bedrock Financial Services (Consultant)

Larry Hickernell/ LJV Ventures (Consultant)

This MOU serves to

- (i) Record and describe (at a high-level) the Parties firm commitment to enter into a long-term Consulting Agreement on the basis of remuneration and services described below.
- (ii) Record BRDL's obligation to expedite the engagement of a reputable third party law firm to more fully memorialize said Consulting Agreement. Parties agree to co-operate with best efforts to have first draft ready within 30 days of execution date of MOU.
- (iii) Allow immediate commencement and payment of monthly Consulting fees, described below, upon execution of this MOU by the Parties

Consultants Primary Mission

Within the next 12-24 months, directly assist BRDL (or nominee) in raising \$100 Million in fresh equity capital secured by a Promissory Note and/or Bond-like structure

Within the next 12-24 months, directly assist BRDL (or nominee) in raising \$100 Million in fresh debt capital secured by a 1st or 2nd lien

Engagement Structure

For the purposes of this Agreement, Consultants will be engaged directly by BRDL. However, at a future date and if advice from Shumaker Law supports the notion, BRDL may form a new entity - BRD Capital LLC and Consultants may (under the same terms and conditions) be engaged and remunerated directly by the new entity rather than BRDL.

Consultant Services to be provided:

- Achieve Capital-raising targets
- Lead and facilitate sales programs and overall sales success

- Successfully project incoming Capital based on pipeline and build incentive programs to entice investors to increase investment amounts
- Lead Clear Communication and Investor Reporting
- Consistent New Investor presentations
- Create and execute on SMART ROCKS (90 day priorities)
- Lead building of team based on scale and expected growth
- Lead and facilitate productive weekly and monthly meetings/ coordinate ongoing training topics
- Overall on-time reporting and accurate and timely reporting and communication to Investor base

REMUNERATION PACKAGE

Monthly Fees

Upon execution of this MOU, BRDL will commence paying each Consultant \$20,000/month for a period of up to two years.

The first 12 months of total Consulting payments is at BRDL's cost, the second 12 months (if required) is to be treated as an advance on success fees described below

BRDL will work with each Consultant to structure the engagements on a 1099 basis or a mix of 1099/W2 depending on each Consultant's needs as pertains to medical benefits.

It is understood by the Parties that BRDL's continuing obligation to pay the monthly consulting fees assumes some reasonable degree of success in Consultants stated capital raising objectives and other key business and structural objectives necessary for creation of a SEC compliant debt fund.

Success Fees

BRDL will pay Consultants 3pts per annum on any unsecured debt capital raised or secured debt capital. The 3 pts are to be split into 0.75pts paid quarterly. Regular quarterly success-fee payments to Consultants shall continue on an ongoing basis for as long as the capital remains invested with BRDL (or nominee) or until (and if) Consultants request shares in BRDL vest with Consultants

BRDL will pay Consultants a one-time fee of 1pt for lender sourced debt capital and Closed.

Shares/Equity Interest in BRDL

Under the direction of Shumaker Law and upon the successful execution by both Parties of the expanded Consultancy Agreement, BRDL shall assign or transfer 3% of its Stock/shares into the entities directed by the Consultants

At the discretion of the Consultants and upon completion of each of the four following cash-raising milestones being achieved, an equally prorated share of the 3% Shares/Stock may vest with the Consultants (ie 0.75% at each milestone)

1. \$50 Million equity
2. \$50 Million equity (ie \$100M total equity)
3. \$50 Million debt
4. \$50 Million debt (ie \$100M total debt)

If Consultants elect for Stock/shares to vest, Consultants shall forego any entitlement to an ongoing payment for 'Success Fees' described above.

Travel & Event Costs

BRDL shall reimburse Consultants for all reasonable direct expenses incurred in raising fresh equity/debt for BRDL

Acceptance



Lindsay Jarvis
BRDL – Senior Partner
Date: 9/5/23

Acceptance



Brion Yarnell
Bedrock Financial Services LLC
Date

Acceptance



Larry Hickernell
LJH Ventures LLC
Date



FYI, per our conversation re: finalization of my employment agreement

From Brion Yarnell <Brion.Yarnell@brdland.com>

Date Mon 3/24/2025 2:07 PM

To Jeri Thompson <Jeri@brdevelop.com>; Maurice Johnson <Maurice.Johnson@brdland.com>

Mo,

Per our conversation previously and confirmed this morning.

- I will continue on the current consultant agreement until the documentation of my employment with BRD Land & Investment can be completed.
 - As of March 1, 2025 and moving forward- My consultant success fee structure will be reduced from the current structure (3% per year, paid quarterly at .75%), to the new employment success fee structure (1% per year, paid monthly).
 - I will continue to bill BRD monthly for the current consultant agreement rate of \$20,000.
 - I will provide catch up success fee invoices for Jan/February 2025 which can be completed when able by BRD.
 - I will new agreement success fee invoices for March 2025 and will continue moving forward.

Please let me know if you have any questions,

Brion Yarnell

Managing Director, Capital



BRD Land & Investment

6433 Bannington Rd

Charlotte, NC 28226.

www.BRDland.com

M: 610.703.4353

EXHIBIT C

Achieve Capital Partners, LLC Consulting Agreement

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this 21st day of August, 2024

BETWEEN:

BRD Land & Investments of 725 Cherry Road, Suite 3234, Rock Hill, South Carolina 29732
(the "Client(s)")

- AND -

Achieve Capital Partners, LLC of 1525 Park Manor Blvd. Suite 303, Pittsburgh, PA 15205
EIN 87-4569739
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to assist the Client with sales of its properties to investors & generate introductions to institutional and private sources for investment capital required to purchase and/or develop raw land for our Build For Rent & Development sales to National Builders.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - Introductions to institutional and private sources for investment capital
- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.



Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force for 12 months from the executed date of this contract or until terminated as provided in this Agreement.
4. The term of this Agreement (the "Term") can be extended by either one or both parties at any time during the 12 month Term.
5. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days written notice to the other Party.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

Performance

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as a Marketing & Lead Referral consulting fee.

10. The Client will pay the Contractor agreed compensation varying between 3 to 5 points based on the commitment of the Investor & when they move forward with the BRD Land Opportunity. The Contractor completes all or partial elements of its work defined under 'services provided', clause (1) above & for a fully qualified Lead/Referral that moves forward .



11. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
12. Annual Compensation may be adjusted at any time based on performance of Contractor & demand of Clients.

Reimbursement of Expenses

13. The Contractor will not be reimbursed for expenses incurred by the Contractor in connection with providing the Services under this Agreement.

Confidentiality

14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

17. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.



18. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

19. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

20. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
- a. BRD Land & Investment
725 Cherry Road, Suite 3234, Rock Hill, S.C. 29732

 - b. Achieve Capital Partners, LLC
1525 Park Manor Blvd. Suite 303, Pittsburgh, PA 15205
EIN 87-4569739



or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Additional Clause

23. Compensation dates can be modified to coincide with the completion of Projects and collection of proceeds.

Modification of Agreement

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

26. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.



Entire Agreement

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

31. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of South Carolina, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

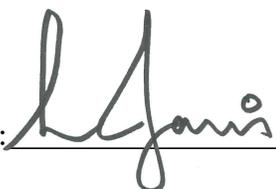
Waiver



33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 21st day of August, 2024

BRD Land & Investment (Client)

Per:  (G.P.)

Lindsay Jarvis – BRD Land & Investment

Achieve Capital Partners, LLC (Contractor)

Per:  (CEO)

Daniel J Costantino JR - Sole Member

EXHIBIT D

Jim Konte Consulting Agreement

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into effective as of the 21st _____ day of April 2025 ("Effective Date") by and between BRD Land & Investment, GP (the "Company") and Jim Konte ("Consultant").

BACKGROUND:

A. The Company is a land acquisition, entitlement and permitting company focused on partnering with national and regional homebuilders in the Southern United States to deliver new construction residential communities. (the "Business").

B. The Company engaged the Consultant to perform certain services related to the Business and desires to continue to do so as set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date set forth above and will continue for three months unless terminated earlier as set forth herein. The Company or the Consultant may at any time or for any reason terminate this Agreement upon written notice to the other. If this Agreement is terminated, Consultant shall be entitled to any portion of the Compensation (as defined herein) that has been earned up to the point of termination, as calculated by the Company pursuant to Exhibit A. The Company and Consultant may elect to renew this agreement upon the mutual execution of a new agreement by and between the Consultant and the Company.

2. **Consulting Services.**

- (i) Pursuant to the terms of this Agreement, the Company hereby retains Consultant as an independent contractor to provide services for the Company as described in on Exhibit A (the "Services"). Consultant accepts such engagement upon the terms and conditions contained in this Agreement.
- (ii) Consultant shall be free to devote such time and energy as he or she sees fit and shall not be required to keep definite office hours. Company is only interested in the results obtained by Consultant.
- (iii) Consultant shall not have mandatory duties except those specifically set out in this Agreement.
- (iv) Consultant agrees that Consultant is responsible for the payment of all Consultant's federal income taxes and Consultant's own self-employment taxes together with any and all corresponding state and local taxes.
- (v) Nothing contained in this Agreement shall be regarded as creating any relationship between the parties other than the independent contractor relationship as set forth herein and Consultant agrees not to assert, or to support any third party assertion of, the existence of an employee/employer relationship, including but not limited to use of the Company's email system, social media, or use of the Company's name or logo without appropriate disclosure of the independent relationship. Without limiting the generality of the foregoing, nothing in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between the Company and Consultant.
- (vi) As an independent contractor, Consultant shall not be eligible for Company's benefits offered to employees.

- (vii) Consultant shall not be prohibited from providing similar services during the term of this Agreement to other parties.
- (viii) The Company hereby authorizes Consultant to exercise such powers as may be necessary for the performance of Consultant's obligations under the terms of this Agreement; provided, however, Consultant shall not have the authority to bind the Company by any promise or representations, unless specifically authorized in advance and in writing by the Company.
- (ix) Consultant will be given access to certain software platforms of the Company but shall generally be required to supply all equipment, materials, and/or supplies to accomplish the work agreed to be performed and shall be responsible for his or her own office space to provide the services.
- (x) Consultant agrees to utilize commercially reasonable efforts consistent with industry standards, skill, and diligence in providing the Services.
- (xi) Consultant shall at all times maintain all required licenses for the performance of the Services, and shall fully comply with all applicable legal requirements, including, without limitation, statutes, rules and regulations relating to licensing, registration/certification, and professional standards of practice and ethics governing personnel and their provision of services.

3. Compensation. Consultant shall be paid a fee for providing the Services (as defined herein) in the amount set forth in Exhibit A ("Compensation").

4. Company Policies. While Consultant is an independent contractor and not subject to the Company's general employee policies, the Company takes seriously its commitment to provide a harassment free work environment for its employees, customers, and contractors. As such, Consultant agrees to abide by the Company's harassment policy attached hereto in Exhibit B.

5. Restrictive Covenants: In consideration for this engagement, Consultant agrees to be bound by the Restrictive Covenants set forth in Exhibit C.

6. Indemnification. Consultant shall indemnify, defend and save the Company harmless from and against any liability, loss, cost, expense or any damage (including reasonable attorney's fees) brought about by any injury of any kind suffered by any person or property as a result of any improper or negligent act or omission by Consultant, including any breach of this Agreement, and Company may offset any amounts due hereunder against such indemnification obligation. However, neither party shall be liable for punitive, special, or consequential damages.

7. Return Of Company Property. The Consultant agrees that, upon termination of this Agreement, the Consultant will return promptly to the Company all supplies, records, accounts, printed materials, Company equipment, customer lists, all documents containing any confidential information of the Company, and any other materials or information of any type received from the Company or developed by the Consultant related to provision of Services hereunder in the course of and during the term of this Agreement. The Consultant will return all copies of the material or information listed above. In addition to the foregoing, the Consultant agrees to delete or remove any such files from his or her personal computer or handheld electric device.

8. Covenant Not to Disparage Company. Jim Konte shall not make any defamatory or maliciously false statement about the Company or any of its present or former employees, officers, or owners (the "Company Parties"). Additionally, Consultant shall require each of its employees to agree to a non-disparagement provision similar to this that includes making such statements about the Company Parties. For the purposes of this Agreement, the term "defamatory" means any statement which is knowingly false, or which is made with reckless disregard for its truth or falsehood. This non-disparagement provision will be construed as a material term of this Agreement.

9. **Notice.** Any notice shall be conclusively deemed to have been received by any party hereto and be effective on the day on which it was delivered to such party at the address set forth below or at such address as such party shall specify to the other party in writing, or if sent prepaid by certified or registered mail, return-receipt requested on the third business day after the day on which it was mailed, addressed to such party at the following address:

(a) If to Consultant:

Jim Konte

90 Big Bluff Road _____
Bluffton, SC 29910 _____

(b) If to the Company:

Maurice Johnson
BRD Land & Investment
234 Kingsley Park Drive, Suite 110
Fort Mill, SC 29715

10. **Miscellaneous.**

- (i) The provisions of this Agreement are deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provisions. If a court of competent jurisdiction shall hold any term illegal, invalid or unenforceable, the remaining terms shall remain in full force and effect.
- (ii) This Agreement constitutes the entire written agreement between the parties with regard to the subject matter hereof and supersedes and replaces any prior agreement, whether written or oral. This Agreement shall not be amended or modified without the prior written consent of all parties hereto. Neither party may assign this Agreement without the express written consent of the other.
- (iii) This Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that, because of the arm's length negotiations, all parties hereto have contributed substantially and materially to the preparation of this Agreement.
- (iv) This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to conflict of laws and principles. Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated solely and exclusively in the courts located within South Carolina; provided, however, that the Company may seek injunctive relief (as described in Subsection 2 of Exhibit C, in any other appropriate venue. Prior to the filing of any lawsuit, the parties shall, if practical and reasonable under the circumstances, make reasonable good faith efforts to resolve any disputes without litigation.
- (v) In the event any suit, action, proceeding, or arbitration involving this Agreement is commenced by any party hereto, the prevailing party in such suit, action, proceeding, or arbitration shall be entitled to recover its reasonable attorneys' fees and expenses from the other party(s) as determined by the court or arbitrator. The parties to this agreement hereby acknowledge this agreement is a contract entered into primarily for business or commercial purposes.
- (vi) No waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced.

- (vii) Sections 2(iv), (v), (viii), and 5-10, along with Exhibits B-C of this Agreement shall survive termination.
- (viii) This Agreement may be executed in counterparts. Furthermore, the parties agree that (a) this Agreement may be transmitted between them by facsimile machine or electronic mail, (b) that this Agreement may be executed by facsimile or scan and electronically mailed signatures, and (c) that facsimile or scan and electronically mailed signature shall have the effect of an original signatures relative to this Agreement.
- (ix) All paragraph headings are inserted for convenience only.
- (x) This Agreement, together with any amendments hereto, shall be binding upon the parties, their successors and assigns.

[signatures on next page]

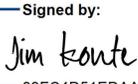
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date set forth above.

THE COMPANY

BRD Land & Investment, GP

DocuSigned by:
By: 
Maurice B. Johnson, CEO 5/20/2025

CONSULTANT

Signed by:
By: 
Jim Konte 5/21/2025
Title: Investor Relations _____

Acknowledged:

Jim Konte, in his individual capacity, executes this Agreement for the purpose of acknowledging and agreeing to be bound by its provisions.

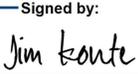
Signed by:

Jim Konte

EXHIBIT A

Compensation and Services

Financial Terms

- I. **Fee Schedule.** Consultant will receive **\$10,000.00** per month payment.
- II. **Expenses and Reimbursables.** Consultant is responsible for its own vehicle, medical insurance, workers compensation insurance, and all other office related expenses.
- III. **Bonus.** Consultant shall receive a \$50,000.00 bonus based upon BRDL operational achievements relating to receipt of capital.

Scope of Services

Key Responsibilities:

- Investor Relations _____.
- Data Room Setup Up _____.
- Other duties as mutually agreed to. _____.
- _____.
- _____.

EXHIBIT B

ANTI-DISCRIMINATION AND HARASSMENT POLICY

BRD Land and Investment (the "Company") is committed to equal employment opportunity and equal treatment for all employees and applicants for employment based on individual merit. The Company complies with all applicable federal, state and local laws governing non-discrimination in employment. This policy applies to all terms, conditions and privileges of employment, including, but not limited to, recruitment, hiring, placement, promotion, departmental transfer, leaves of absence, discipline, demotion, termination, layoff, recall, compensation, benefits, opportunities for career advancement and training, all of which are based on individual qualifications, job performance, and other relevant job-related criteria.

The Company will not discriminate against employees or applicants for employment on the basis of any legally-protected characteristic including, but not limited to: race, age, color, religion, sex/gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity or expression, creed, marital or familial status, sexual orientation, genetic information or predisposing characteristics, national origin, disability, ancestry, domestic violence victim status, citizenship, current or former membership or service in the U.S. Armed Forces or a state military unit, veteran status, or any other class protected by federal, state or local law.

The Company will not tolerate harassment or discrimination based on any of the above-described protected characteristics. The Company will make reasonable accommodations where required by law because of an individual's religion, disability, or pregnancy, so long as such accommodations do not cause the Company undue hardship or when doing so would pose a threat to the health, safety, and welfare of others. Employees should direct requests for accommodation to their Human Resources representative, Corporate Human Resources Lead, or supervisor to initiate the procedure the Company has developed for processing requests.

It is the policy of the Company that any harassment, including acts creating a hostile work environment or any other discriminatory acts directed against anyone working with the Company, will result in discipline, up to and including discharge. The Company also will not tolerate any such harassment by non-employees, including clients, other contractors, and vendors.

The Company prohibits behavior that is offensive, abusive, threatening, intimidating, or disruptive to others. These behaviors can be verbal or physical and can include, amongst other things, making derogatory remarks or jokes based on any protected characteristic, engaging in stereotyping based on such classifications, and any form of stalking or bullying.

Sexual harassment is defined by law as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment includes a range of behaviors and may involve individuals of the same or different sex. The Company prohibits sexual harassment in compliance with all applicable laws.

By way of example, no individual shall promise, imply, or grant any preferential treatment or employment opportunities in return for sexual favors. Other examples of sexual harassment may include, but are not limited to, unwelcome sexual flirtations, advances, or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, inappropriate touching or intimacy, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display in the workplace or to any employee of sexually suggestive objects or pictures, negative stereotyping based upon gender, sexually explicit or offensive jokes, sexual remarks, epithets, or slurs, and physical assault.

The following are examples of conduct that, depending upon the circumstances, may constitute harassment:

- Telling racist or sexual jokes, using racially or sexually offensive language, or epithets;
- Making offensive remarks about another person's gender, race, ancestry, religion, national origin, age, sexual orientation, or disability;
- Written or oral abuse of a sexual nature, sexually degrading or vulgar words to describe an individual;
- Sending offensive or derogatory e-mail messages,
- The display of sexually suggestive objects, pictures, posters or cartoons;
- Unwelcome comments about an individual's body;
- Sexual demands in exchange for continued involvement with the Company;
- Asking questions about sexual conduct;
- Unwelcome touching, leering, whistling, brushing against the body, or suggestive, insulting or obscene comments or gestures;
- Demanding sexual favors in exchange for favorable reviews, assignments, promotions, or continued employment, or promises of the same;
- Gossip.

Remarks and conduct of a sexual nature that do not constitute sexual harassment can nonetheless be inappropriate in the workplace. Remarks and conduct of this nature, which may seem innocuous to one person, might be offensive, embarrassing, and unacceptable to another. This kind of behavior is unprofessional and will not be tolerated.

Reporting Violations of this Policy and Investigation of Complaints

Any individual working with the Company who feels that he or she is a victim of discrimination, sexual or other form of harassment, including but not limited to, any of the conduct listed above, by any supervisor, manager, employee, client, contractor, or any other person in connection with employment at the Company should bring the matter to the immediate attention of their supervisor or, if you prefer, Human Resources. Complaints may be made orally or in writing but should be made in a timely manner following the incident so that a prompt investigation can occur. You should not presume that the Company is aware of discriminatory or harassing conduct.

The Company will investigate all allegations of discrimination or harassment as promptly as possible. Information regarding a complaint will be held in confidence to the extent possible and will be disclosed only on a need-to-know basis in order to effectively investigate and resolve the matter. Under no circumstances will an investigation be conducted by the person(s) accused of harassment.

Protection from Retaliation

Retaliation against individuals, acting in good faith, who report incidents of discrimination or sexual or other harassment or who participate in an investigation of discrimination or sexual or other harassment, is strictly prohibited by this policy and by law. Any person who believes that he or she has been or is being retaliated against in violation of this policy should immediately advise their immediate supervisor or Human Resources.

Disciplinary Action

Any personnel who is determined, after an investigation, to have engaged in unlawful discrimination or sexual or other form of harassment will be subject to appropriate disciplinary action, up to and including termination.

Similarly, supervisory personnel who are aware of discrimination or sexual or other forms of harassment but fail to promptly report it may be subject to appropriate disciplinary action, up to and including termination.

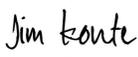
Any individual who retaliates against an employee or anyone else working with the Company who complains about harassment or participates in the investigation of a complaint will be subject to appropriate disciplinary action, up to and including termination.

If the investigation results in a finding that an individual falsely accused another of harassment, discrimination, or retaliation in a knowing or malicious manner, or otherwise knowingly or maliciously provided false information during the course of the investigation, that individual will also be subject to the appropriate discipline, up to and including termination.

ACKNOWLEDGMENT OF RECEIPT

I acknowledge that I have received and read BRD Land and Investment’s Anti-Discrimination and Harassment. I understand that it is my responsibility to familiarize myself with its contents and agree to be bound by its provisions. Furthermore, I acknowledge that this Policy is neither a contract of employment nor a legal document.

SIGNATURE:

Signed by:

03FG4D51EDAA402...

Jim Konte

DATE: 5/21/2025

EXHIBIT C

Restrictive Covenants

1. **Restrictive Covenants.** Consultant acknowledges that his or her willingness to be bound by these restrictive covenants was and is a material inducement to Company to engage Consultant as set forth herein. Consultant acknowledges that the Company has a legitimate business interest in seeking such protection.

a. **Definitions.** For purposes of this Agreement, the terms defined below shall have the respective meanings specified, which shall be equally applicable to the singular and plural forms of the terms defined:

(i) "Confidential Information" shall mean:

(a) any and all information relating to the operations, customers, finances, or business of Company that derives value from not being generally known to other Persons and which was learned by Consultant in the course of his engagement by Company, including, without limitation, technical or non-technical data, software codes, formulas, patterns, compilations, programs, devices, methods, techniques, trade secrets, drawings, processes, financial data, and lists of or identifying information about actual or potential customers or suppliers, whether or not reduced to writing;

(b) any and all information disclosed to Company by third parties that Company is obligated to maintain as confidential; provided that

(c) the covenants in this Section will not apply to information that (x) is or becomes available to the general public through no breach of this Agreement by the Consultant or breach by any other Person of a duty of confidentiality to the Company or its affiliates; or (y) the Consultant is required to disclose by applicable law or court order; *provided, however,* that the Consultant will notify the Company in writing of such required disclosure as much in advance as practicable in the circumstances and cooperate with the Company to limit the scope of such disclosure.

(ii) "Person" shall mean any entity, including, without limitation, any natural person, partnership, corporation, limited liability company, trust, association, organization, governmental unit or other entity.

(iii) "Restricted Employee" shall mean any person who was an employee of the Company, or any "IDC" (as certain independent contractors are referred by the Company) or other independent contractor regularly associated with the Company at the time of, or during the twelve (12) month period prior to, the termination date of this Agreement, including but not limited to other IDCs of the Company.

(iv) "Restricted Period" shall mean during the term of the Agreement, and for a period equal to eighteen (18) months from the expiration or the termination of the Agreement for any reason.

(v) "Solicit" shall mean on Consultant's own behalf, on behalf of any other Person, or by any other Person on Consultant's behalf, to solicit, call, entice, induce or in any other way attempt to lure.

- b. Covenant Not to Disclose Confidential Information. Consultant acknowledges and stipulates that during the term of this Agreement, Consultant will have access to "Confidential Information" (as defined above); and that the use or disclosure of the Confidential Information by Consultant, except as expressly authorized by Company, is prohibited and will cause serious and irreparable damage to Company. Consultant therefore agrees that Consultant has not, and during the term of Consultant's engagement with Company or at any time thereafter, shall not, without the prior written consent of Company, directly or indirectly:
- (i) divulge, furnish, copy, take, use or make access to any Person in any manner any Confidential Information;
 - (ii) take any action which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of any Confidential Information; or
 - (iii) fail to follow the reasonable suggestions made by Company from time to time regarding the confidential and proprietary nature of Confidential Information.
- c. Covenant Not to Interfere With Contractual Relationships. During the Restricted Period, Consultant shall not influence or attempt to influence customers, suppliers, licensees, licensors, franchisees or other business relations to divert any of their business away from the Company or otherwise interfere with their relationship with the Company, in each case as to (i) existing and ongoing projects of the Company, and/or (ii) projects that the Company has, during the term of this Agreement, initiated material discussions regarding plans to engage (along with Consultant). Consistent with Section 2(vii) of this Agreement, the parties agree that this restriction shall not prohibit Consultant from soliciting such parties with regard to new projects or business in which the Company (i) is not then engaged, regardless of when the project was initiated by the Company or (ii) did not initiate material discussions regarding plans to engage prior to the termination of this Agreement. The parties agree that the restriction in subsection (ii) is reasonable and necessary to prevent Consultant from diverting a project for which the Company has expended resources while Consultant is providing services to the Company but before a contract between the Company and such party has been executed.
- d. Covenant Not to Solicit Company's Restricted Employees. Consultant agrees that during the Restricted Period, Consultant shall not Solicit, employ, or do business with any Restricted Employee.

2. Remedies. In the event of a breach or threatened breach by Consultant of any of the provisions of this Agreement, Company, at its option and in addition to any other remedies that it may have, shall be entitled to the following remedies:

- a. Covenants. The parties agree that a breach by Consultant of any of the provisions of paragraph 1 of this Agreement will cause irreparable damage to Company. Therefore, Company shall be entitled to preliminary and permanent injunctions restraining Consultant from breaching or continuing any breach of any of the provisions of paragraph 1. The existence of any claim or cause of action on the part of Consultant against Company, whether arising from this Agreement or otherwise, shall not constitute a defense to the granting or enforcement of this injunctive relief. Consultant therefore agrees that enforcement of the covenants are based in equity and contract, and that such covenants are enforceable against Company even if Consultant alleges Company has materially breached this Agreement.

- b. Extension of Restricted Period. The Restricted Period shall be extended by a period equal to the time period during which Consultant is in breach of any of the provisions of paragraph 1; provided such extension shall only apply if Company has provided notice of breach, and in any event, shall not extend for more than six months.
- c. Remedies Cumulative. The remedies available to Company under this Agreement are cumulative. Company may, at its sole discretion, elect to pursue all or any of such remedies. Such remedies are in addition to any given by law or equity and maybe enforced successively or concurrently.

3. Survival of Provisions. The provisions of paragraphs 1 and 2 of this Exhibit C shall survive the expiration or termination of this Exhibit C or termination of this Agreement for any reason.

4. Severability. The provisions of this Exhibit C are deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provisions. If a court of competent jurisdiction shall hold any term illegal, invalid or unenforceable, the remaining terms shall remain in full force and effect. This paragraph is intended in particular to apply to the subsections of Paragraph 1, in which Subsections 1.b., 1.c., and 1.d. shall be read separately, each with 1.a. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of any other provisions. In particular, but without limiting the foregoing, the provisions of Subsections 1.b., 1.c., and 1.d. shall each be construed as independent covenants. If any provision of this Agreement shall be deemed invalid, then notwithstanding such invalidity, that provision shall be deemed valid to the fullest extent permitted by law. The parties agree, if any court or other body makes such a determination or declares that the restrictive period, the scope of activity and/or the territory described herein exceeds the maximum time period, scope or activities or area such court or body deems reasonable and enforceable, or if any words or phrases shall be deemed unreasonable and render unenforceable any provision of this Agreement, then the court or body shall have the power to reduce the duration, scope and/or area of such provision and/or to delete specific words and phrases by "blue penciling" or otherwise and the reduced or blue penciled form of such provision shall then be enforceable by law.

5. Acknowledgment of Reasonableness. Consultant has carefully read and considered the provisions of this Agreement and agrees that the restrictions set forth herein, particularly those in paragraphs 1 and 2, are fair and reasonable.

6. Other Agreements. Consultant warrants that he is not bound by the terms of a confidentiality agreement or non-competition agreement or any other agreement which would preclude Consultant from entering into this Agreement or which would preclude him from effectively performing his duties for the Company. Additionally, Consultant warrants that he will, and the Company may, provide a copy of this Exhibit C to any future employer or entity to which he is providing services.

EXHIBIT E

SkySeason Agreement

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this 31st day of August, 2024

BETWEEN:

BRD Land & Investments of 725 Cherry Road, Suite 3234, Rock Hill, South Carolina 29732
(the "Client(s)")

- AND -

SkySeason LLC 1718 Capitol Avenue, Cheyenne, WY 82001
EIN 93-1405416
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to assist the Client with sales of its properties to investors & generate introductions to institutional and private sources for investment capital required to purchase and/or develop raw land for our Build For Rent & Development sales to National Builders.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - o Introductions to institutional and private sources for investment capital
- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force for 12 months from the executed date of this contract or until terminated as provided in this Agreement.
4. The term of this Agreement (the "Term") can be extended by either one or both parties at any time during the 12 month Term.
5. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days written notice to the other Party.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

Performance

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as a Marketing & Lead Referral consulting fee.

10. The Client will pay the Contractor agreed compensation varying between 3 to 5 points based on the commitment of the Investor & when they move forward with the BRD Land Opportunity. The Contractor completes all or partial elements of its work defined under 'services provided', clause (1) above & for a fully qualified Lead/Referral that moves forward .

11. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
12. Annual Compensation may be adjusted at any time based on performance of Contractor & demand of Clients.

Reimbursement of Expenses

13. The Contractor will not be reimbursed for expenses incurred by the Contractor in connection with providing the Services under this Agreement.

Confidentiality

14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

17. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

18. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

19. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

20. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
- a. BRD Land & Investment
725 Cherry Road, Suite 3234, Rock Hill, S.C. 29732

 - b. SkySeason, LLC
1718 Capitol Ave, Cheyenne, WY 82001
EIN 93-1405416

or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Additional Clause

23. Compensation dates can be modified to coincide with the completion of Projects and collection of proceeds.

Modification of Agreement

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

26. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

31. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of South Carolina, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 31st day of August, 2024

BRD Land & Investment (Client)

Per:  _____

Lindsay Jarvis – Senior Partner

SkySeason, LLC. (Contractor)

Per:  _____

Steve Feit – Manager

EXHIBIT F

Equiti Ageement

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this 1st day of November, 2020

BETWEEN:

BRD Land & Investments of 725 Cherry Road, Suite 3234, Rock Hill, South Carolina 29732
(the "Client(s)")

- AND -

Equiti LLC. 12515 West Paintbrush Drive, Sun City West, AZ 85735 EIN 86-2496935
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to assist the Client with sales of its properties to investors & generate introductions to institutional and private sources for investment capital required to purchase and/or develop raw land for our Build For Rent & Development sales to National Builders.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - o Introductions to institutional and private sources for investment capital
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.



Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force for 12 months from the executed date of this contract or until terminated as provided in this Agreement.
4. The term of this Agreement (the "Term") can be extended by either one or both parties at any time during the 12 month Term.
5. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days written notice to the other Party.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

Performance

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as a Marketing & Lead Referral consulting fee.

10. The Client will pay the Contractor agreed compensation varying between 3 to 5 points based on the commitment of the Investor & when they move forward with the BRD Land Opportunity. The Contractor completes all or partial elements of its work defined under 'services provided', clause (1) above & for a fully qualified Lead/Referral that moves forward .



11. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
12. Annual Compensation may be adjusted at any time based on performance of Contractor & demand of Clients.

Reimbursement of Expenses

13. The Contractor will not be reimbursed for expenses incurred by the Contractor in connection with providing the Services under this Agreement.

Confidentiality

14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

17. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.



18. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

19. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

20. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. BRD Land & Investment
725 Cherry Road, Suite 3234, Rock Hill, S.C. 29732

- b. Equity LLC.
12515 West Paintbrush Drive, Sun City West, AZ 85735
EIN 85-2547331



or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Additional Clause

23. Compensation dates can be modified to coincide with the completion of Projects and collection of proceeds.

Modification of Agreement

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

26. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.



Entire Agreement

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

31. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of South Carolina, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

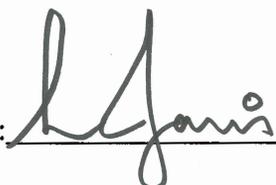


33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 1st day of November, 2020.

BRD Land & Investment

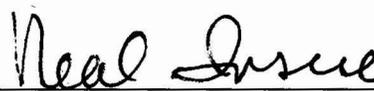
(Client)

Per:  (G.P.)

Lindsay Jarvis – BRD Land & Investment

Equiti LLC

(Contractor)

Per:  (CEO)

Neal Inscoe – Manager

EXHIBIT G

Enact Agreement

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this 1st day of November, 2020

BETWEEN:

BRD Land & Investments of 725 Cherry Road, Suite 3234, Rock Hill, South Carolina 29732
(the "Client(s)")

- AND -

Enact Investments, LLC of 1369 Oak Drive DW2, Durango, CO 81301 EIN 85-2547331
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to assist the Client with sales of its properties to investors & generate introductions to institutional and private sources for investment capital required to purchase and/or develop raw land for our Build For Rent & Development sales to National Builders.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - o Introductions to institutional and private sources for investment capital
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force for 12 months from the executed date of this contract or until terminated as provided in this Agreement.
4. The term of this Agreement (the "Term") can be extended by either one or both parties at any time during the 12 month Term.
5. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days written notice to the other Party.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

Performance

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as a Marketing & Lead Referral consulting fee.

10. The Client will pay the Contractor agreed compensation varying between 3 to 5 points based on the commitment of the Investor & when they move forward with the BRD Land Opportunity. The Contractor completes all or partial elements of its work defined under 'services provided', clause (1) above & for a fully qualified Lead/Referral that moves forward .

11. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
12. Annual Compensation may be adjusted at any time based on performance of Contractor & demand of Clients.

Reimbursement of Expenses

13. The Contractor will not be reimbursed for expenses incurred by the Contractor in connection with providing the Services under this Agreement.

Confidentiality

14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

17. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

18. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

19. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

20. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Notice

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. BRD Land & Investment

725 Cherry Road, Suite 3234, Rock Hill, S.C. 29732

b. Enact Investments, LLC

1369 Oak Drive DW2, Durango, CO 81301 EIN 85-2547331

or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days

after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Additional Clause

23. Compensation dates can be modified to coincide with the completion of Projects and collection of proceeds.

Modification of Agreement

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

26. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

31. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of South Carolina, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this
~~1st day of November, 2020.~~ 77A

26th day of August, 2024

BRD Land & Investment

(Client)

Per:  (G.P.)

Lindsay Jarvis – BRD Land & Investment

Enact Investments, LLC (Contractor)

Per:  (CEO)

Tory Aggeler – Manager

EXHIBIT H

GSG Agreement

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into effective as of this 6th day of December 2024 ("Effective Date") by and between BRD Land & Investment, GP (the "Company") and GSG Consulting ("Contractor").

BACKGROUND:

A. The Company is a land acquisition, entitlement and permitting company focused on partnering with national and regional homebuilders in the Southern United States to deliver new construction residential communities. (the "Business").

B. The Company engaged the Contractor to perform certain services related to the Business and desires to continue to do so as set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term of Agreement. The term of this Agreement shall commence on the Effective Date set forth above and will continue for 90 days unless terminated earlier as set forth herein. The Company or the Contractor may at any time or for any reason terminate this Agreement upon written notice to the other. If this Agreement is terminated, Contractor shall be entitled to any portion of the Compensation (as defined herein) that has been earned up to the point of termination, as calculated by the Company pursuant to Exhibit A.

2. Independent Contractor Services.

- (i) Pursuant to the terms of this Agreement, the Company hereby retains Contractor as an independent contractor to provide services for the Company as described in on Exhibit A (the "Services"). Contractor accepts such engagement upon the terms and conditions contained in this Agreement.
- (ii) Contractor shall be free to devote such time and energy as he or she sees fit and shall not be required to keep definite office hours. Company is only interested in the results obtained by Contractor.
- (iii) Contractor shall not have mandatory duties except those specifically set out in this Agreement.
- (iv) Contractor agrees that Contractor is responsible for the payment of all Contractor's federal income taxes and Contractor's own self-employment taxes together with any and all corresponding state and local taxes.
- (v) Nothing contained in this Agreement shall be regarded as creating any relationship between the parties other than the independent contractor relationship as set forth herein and Contractor agrees not to assert, or to support any third party assertion of, the existence of an employee/employer relationship, including but not limited to use of the Company's email system, social media, or use of the Company's name or logo without appropriate disclosure of the independent relationship. Without limiting the generality of the foregoing, nothing in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between the Company and Contractor.
- (vi) As an independent contractor, Contractor shall not be eligible for Company's benefits offered to employees.

- (vii) Contractor shall not be prohibited from providing similar services during the term of this Agreement to other parties.
- (viii) The Company hereby authorizes Contractor to exercise such powers as may be necessary for the performance of Contractor's obligations under the terms of this Agreement; provided, however, Contractor shall not have the authority to bind the Company by any promise or representations, unless specifically authorized in advance and in writing by the Company.
- (ix) Contractor will be given access to certain software platforms of the Company but shall generally be required to supply all equipment, materials, and/or supplies to accomplish the work agreed to be performed and shall be responsible for his or her own office space to provide the services.
- (x) Contractor agrees to utilize commercially reasonable efforts consistent with industry standards, skill, and diligence in providing the Services.
- (xi) Contractor shall at all times maintain all required licenses for the performance of the Services, and shall fully comply with all applicable legal requirements, including, without limitation, statutes, rules and regulations relating to licensing, registration/certification, and professional standards of practice and ethics governing personnel and their provision of services.

3. Compensation. Contractor shall be paid a fee for providing the Services (as defined herein) in the amount set forth in Exhibit A ("Compensation").

4. Company Policies. While Contractor is an independent contractor and not subject to the Company's general employee policies, the Company takes seriously its commitment to provide a harassment free work environment for its employees, customers, and contractors. As such, Contractor agrees to abide by the Company's harassment policy attached hereto in Exhibit B.

5. Restrictive Covenants: In consideration for this engagement, Contractor agrees to be bound by the Restrictive Covenants set forth in Exhibit C.

6. Indemnification. Contractor shall indemnify, defend and save the Company harmless from and against any liability, loss, cost, expense or any damage (including reasonable attorney's fees) brought about by any injury of any kind suffered by any person or property as a result of any improper or negligent act or omission by Contractor, including any breach of this Agreement, and Company may offset any amounts due hereunder against such indemnification obligation. However, neither party shall be liable for punitive, special, or consequential damages.

7. Return Of Company Property. The Contractor agrees that, upon termination of this Agreement, the Contractor will return promptly to the Company all supplies, records, accounts, printed materials, Company equipment, customer lists, all documents containing any confidential information of the Company, and any other materials or information of any type received from the Company or developed by the Contractor related to provision of Services hereunder in the course of and during the term of this Agreement. The Contractor will return all copies of the material or information listed above. In addition to the foregoing, the Contractor agrees to delete or remove any such files from his or her personal computer or handheld electric device.

8. Covenant Not to Disparage Company. Matthew John shall not make any defamatory or maliciously false statement about the Company or any of its present or former employees, officers, or owners (the "Company Parties"). Additionally, Contractor shall require each of its employees to agree to a non-disparagement provision similar to this that includes making such statements about the Company Parties. For the purposes of this Agreement, the term "defamatory" means any statement which is knowingly false, or which is made with reckless disregard for its truth or falsehood. This non-disparagement provision will be construed as a material term of this Agreement.

9. Notice. Any notice shall be conclusively deemed to have been received by any party hereto and be effective on the day on which it was delivered to such party at the address set forth below or at such address as such party shall specify to the other party in writing, or if sent prepaid by certified or registered mail, return-receipt requested on the third business day after the day on which it was mailed, addressed to such party at the following address:

(a) If to Contractor:

Matthew John
GSG Consulting
313 Summer Grove Ln.

Pottstown, PA 19464

(b) If to the Company:

Maurice Johnson
BRD Land & Investment
234 Kingsley Park Drive, Suite 110
Fort Mill, SC 29715

10. Miscellaneous.

- (i) The provisions of this Agreement are deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provisions. If a court of competent jurisdiction shall hold any term illegal, invalid or unenforceable, the remaining terms shall remain in full force and effect.
- (ii) This Agreement constitutes the entire written agreement between the parties with regard to the subject matter hereof and supersedes and replaces any prior agreement, whether written or oral. This Agreement shall not be amended or modified without the prior written consent of all parties hereto. Neither party may assign this Agreement without the express written consent of the other.
- (iii) This Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that, because of the arm's length negotiations, all parties hereto have contributed substantially and materially to the preparation of this Agreement.
- (iv) This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to conflict of laws and principles. Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated solely and exclusively in the courts located within South Carolina; provided, however, that the Company may seek injunctive relief (as described in Subsection 2 of Exhibit C, in any other appropriate venue. Prior to the filing of any lawsuit, the parties shall, if practical and reasonable under the circumstances, make reasonable good faith efforts to resolve any disputes without litigation.
- (v) In the event any suit, action, proceeding, or arbitration involving this Agreement is commenced by any party hereto, the prevailing party in such suit, action, proceeding, or arbitration shall be entitled to recover its reasonable attorneys' fees and expenses from the other party(s) as determined by the court or arbitrator. The parties to this agreement hereby acknowledge this agreement is a contract entered into primarily for business or commercial purposes.

- (vi) No waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced.
- (vii) Sections 2(iv), (v), (viii), 3, and 5-10, along with Exhibits B-C of this Agreement shall survive termination.
- (viii) This Agreement may be executed in counterparts. Furthermore, the parties agree that (a) this Agreement may be transmitted between them by facsimile machine or electronic mail, (b) that this Agreement may be executed by facsimile or scan and electronically mailed signatures, and (c) that facsimile or scan and electronically mailed signature shall have the effect of an original signatures relative to this Agreement.
- (ix) All paragraph headings are inserted for convenience only.
- (x) This Agreement, together with any amendments hereto, shall be binding upon the parties, their successors and assigns.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date set forth above.

THE COMPANY

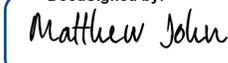
BRD Land & Investment, GP

DocuSigned by:

By: _____
9AC8B3DD638E45E...
Maurice B. Johnson, CEO

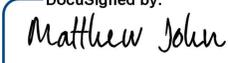
CONTRACTOR

GSG Consulting

DocuSigned by:

By: _____
C7ECB5B7500E407...
Print Name: Matthew John
Title: Contractor

Acknowledged:

Matthew John, in his individual capacity, executes this Agreement for the purpose of acknowledging and agreeing to be bound by its provisions.

DocuSigned by:


C7ECB5B7500E407...
Matthew John

EXHIBIT A

Compensation and Services

Financial Terms

- I. **Fee Schedule.** Contractor will receive **\$10,000.00** per month payment.
- II. **Expenses and Reimbursables.** Contractor is responsible for its own vehicle, medical insurance, workers compensation insurance, and all other office related expenses.

Scope of Services

Key Responsibilities:

Investor Reporting & Communication:

- In collaboration with the Director of Investor Relations, lead the implementation and rollout of AppFolio to ensure accurate and complete investor data.
- Oversee the preparation and distribution of investor reports, including account statements, project performance summaries from Smartsheet, and other periodic updates.
- Ensure timely and accurate reporting to investors, including distributions and return calculations.
- Serve as the primary point of contact for investor inquiries, addressing concerns regarding account status, distributions, and tax documents.

Accounting & Compliance Management:

- Lead the day-to-day accounting functions related to investor funds, including calculations, communication of cash flow needs, profit-sharing, and capital investment allocations.
- Review and ensure compliance with investor documents, ensuring accurate accrual of interest and distributions per the terms.
- Work closely with the accounting/finance team to ensure accurate and timely cash management, financial statements, tax filings, and audits.
- Develop and implement internal controls to safeguard investor funds and mitigate risks related to investor accounting activities.
- Ensure all investor-related financial activities comply with regulatory requirements, accounting standards, and company policies.

Investor Relations Support:

- Collaborate with the Director of Investor Relations to ensure timely communication with investors and provide support for capital raises, investor meetings, and events. Assist in preparing materials for investor presentations and annual meetings, providing financial insights and updates on company projects.
- Learn Smartsheet project management system to assist in project performance data compilation.

Budgeting and Forecasting:

- Collaborate with the CFO and senior leadership to prepare financial forecasts, budgets, and projections for investor-related activities.

EXHIBIT B

ANTI-DISCRIMINATION AND HARASSMENT POLICY

BRD Land and Investment (the "Company") is committed to equal employment opportunity and equal treatment for all employees and applicants for employment based on individual merit. The Company complies with all applicable federal, state and local laws governing non-discrimination in employment. This policy applies to all terms, conditions and privileges of employment, including, but not limited to, recruitment, hiring, placement, promotion, departmental transfer, leaves of absence, discipline, demotion, termination, layoff, recall, compensation, benefits, opportunities for career advancement and training, all of which are based on individual qualifications, job performance, and other relevant job-related criteria.

The Company will not discriminate against employees or applicants for employment on the basis of any legally-protected characteristic including, but not limited to: race, age, color, religion, sex/gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity or expression, creed, marital or familial status, sexual orientation, genetic information or predisposing characteristics, national origin, disability, ancestry, domestic violence victim status, citizenship, current or former membership or service in the U.S. Armed Forces or a state military unit, veteran status, or any other class protected by federal, state or local law.

The Company will not tolerate harassment or discrimination based on any of the above-described protected characteristics. The Company will make reasonable accommodations where required by law because of an individual's religion, disability, or pregnancy, so long as such accommodations do not cause the Company undue hardship or when doing so would pose a threat to the health, safety, and welfare of others. Employees should direct requests for accommodation to their Human Resources representative, Corporate Human Resources Lead, or supervisor to initiate the procedure the Company has developed for processing requests.

It is the policy of the Company that any harassment, including acts creating a hostile work environment or any other discriminatory acts directed against anyone working with the Company, will result in discipline, up to and including discharge. The Company also will not tolerate any such harassment by non-employees, including clients, other contractors, and vendors.

The Company prohibits behavior that is offensive, abusive, threatening, intimidating, or disruptive to others. These behaviors can be verbal or physical and can include, amongst other things, making derogatory remarks or jokes based on any protected characteristic, engaging in stereotyping based on such classifications, and any form of stalking or bullying.

Sexual harassment is defined by law as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment includes a range of behaviors and may involve individuals of the same or different sex. The Company prohibits sexual harassment in compliance with all applicable laws.

By way of example, no individual shall promise, imply, or grant any preferential treatment or employment opportunities in return for sexual favors. Other examples of sexual harassment may include, but are not limited to, unwelcome sexual flirtations, advances, or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, inappropriate touching or intimacy, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display in the workplace or to any employee of sexually suggestive objects or pictures, negative stereotyping based upon gender, sexually explicit or offensive jokes, sexual remarks, epithets, or slurs, and physical assault.

The following are examples of conduct that, depending upon the circumstances, may constitute harassment:

- Telling racist or sexual jokes, using racially or sexually offensive language, or epithets;
- Making offensive remarks about another person's gender, race, ancestry, religion, national origin, age, sexual orientation, or disability;
- Written or oral abuse of a sexual nature, sexually degrading or vulgar words to describe an individual;
- Sending offensive or derogatory e-mail messages,
- The display of sexually suggestive objects, pictures, posters or cartoons;
- Unwelcome comments about an individual's body;
- Sexual demands in exchange for continued involvement with the Company;
- Asking questions about sexual conduct;
- Unwelcome touching, leering, whistling, brushing against the body, or suggestive, insulting or obscene comments or gestures;
- Demanding sexual favors in exchange for favorable reviews, assignments, promotions, or continued employment, or promises of the same;
- Gossip.

Remarks and conduct of a sexual nature that do not constitute sexual harassment can nonetheless be inappropriate in the workplace. Remarks and conduct of this nature, which may seem innocuous to one person, might be offensive, embarrassing, and unacceptable to another. This kind of behavior is unprofessional and will not be tolerated.

Reporting Violations of this Policy and Investigation of Complaints

Any individual working with the Company who feels that he or she is a victim of discrimination, sexual or other form of harassment, including but not limited to, any of the conduct listed above, by any supervisor, manager, employee, client, contractor, or any other person in connection with employment at the Company should bring the matter to the immediate attention of their supervisor or, if you prefer, Human Resources. Complaints may be made orally or in writing but should be made in a timely manner following the incident so that a prompt investigation can occur. You should not presume that the Company is aware of discriminatory or harassing conduct.

The Company will investigate all allegations of discrimination or harassment as promptly as possible. Information regarding a complaint will be held in confidence to the extent possible and will be disclosed only on a need-to-know basis in order to effectively investigate and resolve the matter. Under no circumstances will an investigation be conducted by the person(s) accused of harassment.

Protection from Retaliation

Retaliation against individuals, acting in good faith, who report incidents of discrimination or sexual or other harassment or who participate in an investigation of discrimination or sexual or other harassment, is strictly prohibited by this policy and by law. Any person who believes that he or she has been or is being retaliated against in violation of this policy should immediately advise their immediate supervisor or Human Resources.

Disciplinary Action

Any personnel who is determined, after an investigation, to have engaged in unlawful discrimination or sexual or other form of harassment will be subject to appropriate disciplinary action, up to and including termination.

Similarly, supervisory personnel who are aware of discrimination or sexual or other forms of harassment but fail to promptly report it may be subject to appropriate disciplinary action, up to and including termination.

Any individual who retaliates against an employee or anyone else working with the Company who complains about harassment or participates in the investigation of a complaint will be subject to appropriate disciplinary action, up to and including termination.

If the investigation results in a finding that an individual falsely accused another of harassment, discrimination, or retaliation in a knowing or malicious manner, or otherwise knowingly or maliciously provided false information during the course of the investigation, that individual will also be subject to the appropriate discipline, up to and including termination.

ACKNOWLEDGMENT OF RECEIPT

I acknowledge that I have received and read BRD Land and Investment’s Anti-Discrimination and Harassment. I understand that it is my responsibility to familiarize myself with its contents and agree to be bound by its provisions. Furthermore, I acknowledge that this Policy is neither a contract of employment nor a legal document.

SIGNATURE:

PRINT NAME: _____

DATE: _____

EXHIBIT C

Restrictive Covenants

1. **Restrictive Covenants.** Contractor acknowledges that his or her willingness to be bound by these restrictive covenants was and is a material inducement to Company to engage Contractor as set forth herein. Contractor acknowledges that the Company has a legitimate business interest in seeking such protection.

a. **Definitions.** For purposes of this Agreement, the terms defined below shall have the respective meanings specified, which shall be equally applicable to the singular and plural forms of the terms defined:

(i) “Confidential Information” shall mean:

(a) any and all information relating to the operations, customers, finances, or business of Company that derives value from not being generally known to other Persons and which was learned by Contractor in the course of his engagement by Company, including, without limitation, technical or non-technical data, software codes, formulas, patterns, compilations, programs, devices, methods, techniques, trade secrets, drawings, processes, financial data, and lists of or identifying information about actual or potential customers or suppliers, whether or not reduced to writing;

(b) any and all information disclosed to Company by third parties that Company is obligated to maintain as confidential; provided that

(c) the covenants in this Section will not apply to information that (x) is or becomes available to the general public through no breach of this Agreement by the Contractor or breach by any other Person of a duty of confidentiality to the Company or its affiliates; or (y) the Contractor is required to disclose by applicable law or court order; *provided, however,* that the Contractor will notify the Company in writing of such required disclosure as much in advance as practicable in the circumstances and cooperate with the Company to limit the scope of such disclosure.

(ii) “Person” shall mean any entity, including, without limitation, any natural person, partnership, corporation, limited liability company, trust, association, organization, governmental unit or other entity.

(iii) “Restricted Employee” shall mean any person who was an employee of the Company, or any “IDC” (as certain independent contractors are referred by the Company) or other independent contractor regularly associated with the Company at the time of, or during the twelve (12) month period prior to, the termination date of this Agreement, including but not limited to other IDCs of the Company.

(iv) “Restricted Period” shall mean during the term of the Agreement, and for a period equal to eighteen (18) months from the expiration or the termination of the Agreement for any reason.

(v) “Solicit” shall mean on Contractor’s own behalf, on behalf of any other Person, or by any other Person on Contractor’s behalf, to solicit, call, entice, induce or in any other way attempt to lure.

- b. Covenant Not to Disclose Confidential Information. Contractor acknowledges and stipulates that during the term of this Agreement, Contractor will have access to "Confidential Information" (as defined above); and that the use or disclosure of the Confidential Information by Contractor, except as expressly authorized by Company, is prohibited and will cause serious and irreparable damage to Company. Contractor therefore agrees that Contractor has not, and during the term of Contractor's engagement with Company or at any time thereafter, shall not, without the prior written consent of Company, directly or indirectly:
- (i) divulge, furnish, copy, take, use or make access to any Person in any manner any Confidential Information;
 - (ii) take any action which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of any Confidential Information; or
 - (iii) fail to follow the reasonable suggestions made by Company from time to time regarding the confidential and proprietary nature of Confidential Information.
- c. Covenant Not to Solicit Company's Restricted Employees. Contractor agrees that during the Restricted Period, Contractor shall not Solicit, employ, or do business with any Restricted Employee.

2. Remedies. In the event of a breach or threatened breach by Contractor of any of the provisions of this Agreement, Company, at its option and in addition to any other remedies that it may have, shall be entitled to the following remedies:

- a. Covenants. The parties agree that a breach by Contractor of any of the provisions of paragraph 1 of this Agreement will cause irreparable damage to Company. Therefore, Company shall be entitled to preliminary and permanent injunctions restraining Contractor from breaching or continuing any breach of any of the provisions of paragraph 1. The existence of any claim or cause of action on the part of Contractor against Company, whether arising from this Agreement or otherwise, shall not constitute a defense to the granting or enforcement of this injunctive relief. Contractor therefore agrees that enforcement of the covenants are based in equity and contract, and that such covenants are enforceable against Company even if Contractor alleges Company has materially breached this Agreement.
- b. Extension of Restricted Period. The Restricted Period shall be extended by a period equal to the time period during which Contractor is in breach of any of the provisions of paragraph 1; provided such extension shall only apply if Company has provided notice of breach, and in any event, shall not extend for more than six months.
- c. Remedies Cumulative. The remedies available to Company under this Agreement are cumulative. Company may, at its sole discretion, elect to pursue all or any of such remedies. Such remedies are in addition to any given by law or equity and maybe enforced successively or concurrently.

3. Survival of Provisions. The provisions of paragraphs 1 and 2 of this Exhibit C shall survive the expiration or termination of this Exhibit C or termination of this Agreement for any reason.

4. Severability. The provisions of this Exhibit C are deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provisions. If a court of competent jurisdiction shall hold any term

illegal, invalid or unenforceable, the remaining terms shall remain in full force and effect. This paragraph is intended in particular to apply to the subsections of Paragraph 1, in which Subsections 1.b and 1.c. shall be read separately, each with 1.a. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the validity or enforceability of any other provisions. In particular, but without limiting the foregoing, the provisions of Subsections 1.b. and 1.c. shall each be construed as independent covenants. If any provision of this Agreement shall be deemed invalid, then notwithstanding such invalidity, that provision shall be deemed valid to the fullest extent permitted by law. The parties agree, if any court or other body makes such a determination or declares that the restrictive period, the scope of activity and/or the territory described herein exceeds the maximum time period, scope or activities or area such court or body deems reasonable and enforceable, or if any words or phrases shall be deemed unreasonable and render unenforceable any provision of this Agreement, then the court or body shall have the power to reduce the duration, scope and/or area of such provision and/or to delete specific words and phrases by "blue penciling" or otherwise and the reduced or blue penciled form of such provision shall then be enforceable by law.

5. Acknowledgment of Reasonableness. Contractor has carefully read and considered the provisions of this Agreement and agrees that the restrictions set forth herein, particularly those in paragraphs 1 and 2, are fair and reasonable.

6. Other Agreements. Contractor warrants that he is not bound by the terms of a confidentiality agreement or non-competition agreement or any other agreement which would preclude Contractor from entering into this Agreement or which would preclude him from effectively performing his duties for the Company. Additionally, Contractor warrants that he will, and the Company may, provide a copy of this Exhibit C to any future employer or entity to which he is providing services.

EXHIBIT I

AAM Agreement

EXECUTION VERSION**Consulting Agreement**

This Consulting Agreement (the “Consulting Agreement”), is entered into as of March 25, 2025, but is effective as of January 1, 2025 (the “CA Effective Date”), by and among BRD Land & Investment, a South Carolina general partnership (“BRDL” or “Company”), and Randall Yanker (“Consultant”), and is joined by BRD Land & Investment Management, LLC, a North Carolina limited liability company (“BRD Management”), the undersigned Partners of BRDL and by Headwaters Experiences, LLC, a South Carolina limited liability company (“Headwaters”). This Consulting Agreement, together with all appendices, schedules, addenda, and exhibits attached hereto, governs the entire relationship among the parties hereto as of the date first set forth above and supersedes any and all prior agreements, promises, conditions, understandings, and discussions among the parties hereto (each, a “Party” and collectively, the “Parties”).

1. Appendices, Exhibits and Definitions. The terms in this Consulting Agreement are subject to the additional terms, conditions, and clarifications provided in Appendices A (including Schedule I (Vesting) attached thereto) and B, and, subject to Section 8(a) of this Consulting Agreement, Exhibits A and B attached to this Consulting Agreement. Such Appendices A and B, Exhibit A and, as amended hereby, Exhibit B are hereby incorporated into this Consulting Agreement. Unless otherwise defined in this Consulting Agreement, all capitalized terms in this Consulting Agreement have the meanings provided in the Second Amended and Restated Partnership Agreement of BRDL attached hereto as Exhibit B (as amended by this Consulting Agreement, and as it may be further amended, modified, supplemented, and restated from time to time in accordance with its terms, the “Partnership Agreement”).

2. Term of Agreement; Survival.

(a) Term of Agreement. The term of this Consulting Agreement begins on the CA Effective Date and will continue until the earlier of (i) subject to any extension agreed to by BRDL and the Consultant in writing, the two-year anniversary of the CA Effective Date; (ii) the death of Consultant; (iii) the termination of this Consulting Agreement by Consultant by delivering written notice to BRDL at any time after April 1, 2025, for any reason, which termination shall be effective as of a date stated in the notice that must be no earlier than the later of (A) May 1, 2025, and (B) the date that is thirty (30) days after the date such notice is delivered in accordance with this Consulting Agreement; (iv) the termination of this Consulting Agreement by BRDL in the event of Consultant’s Wrongful Conduct (as defined herein) by delivering to Consultant written notice and stating in reasonable detail the basis for that determination; provided that, Consultant shall be given thirty (30) days to cure the deficiency(ies) stated in the written notice; (v) the termination of this Consulting Agreement by delivering to BRDL written notice, which shall include reasonable supporting detail, that BRDL is either (A) delinquent in its undisputed payment obligations to Consultant in the combined amount of more than Three Thousand Dollars (\$3,000); provided that, BRDL shall be given at least seven (7) days to cure the payment deficiencies after receipt of notice thereof, or (B) in breach of this Consulting Agreement or the Partnership Agreement in a manner that has material adverse consequences to Consultant, which is not cured within thirty (30) days after receipt of such notice; and (vi) the termination of this Consulting Agreement by BRDL by delivering to Consultant written notice that Consultant’s performance of the Services has been unsatisfactory and stating in reasonable detail the basis for that determination; provided that, Consultant shall be given thirty (30) days to cure the deficiency(ies) stated in the written notice. The date of termination of this Consulting Agreement under subclause (ii), (iii) and (iv) of this Section 2(a) is referred to in this Consulting Agreement as the “Consultant Termination Event.” The date of termination of this Consulting Agreement under this Section 2(a) for any of the reasons set forth above is referred to in this Consulting Agreement as the “CA Termination Date.”

(b) Survival. Notwithstanding any other provision of this Consulting Agreement to the contrary, the following survive the Termination of this Consulting Agreement in accordance with their terms: Sections 3(d)(ii), 3(d)(viii), 3(e), 3(f), 3(g), 4, 5, 6, 7(b), 7(c), 7(e), 8, and Appendices A and B of this Consulting Agreement.

3. Engagement; Services; Duration of Engagement; Consultant Status, Rights and Obligations.

(a) Services. Consultant will provide the consulting and advisory services set forth on Schedule 3(a) attached to this Consulting Agreement and such other consulting and advisory services requested by BRDL and agreed to by Consultant in writing (collectively, the “Services”). For the avoidance of doubt, to the extent the Services involve assistance with any Strategic Event, the terms of any such Strategic Event are subject to the sole and absolute discretion of, and approval by, BRDL.

(b) Time Commitment. Consultant shall use Consultant’s commercially reasonable best efforts and devote the amount of time as needed for the provision of the Services.

(c) Consultant Status, Rights, and Obligations.

(i) ***Reserved***.

(ii) Consultant shall not have mandatory duties except to perform the Services as provided in this Consulting Agreement and to comply with those other duties specifically set out in this Consulting Agreement.

(iii) Consultant is solely responsible for the payment of all Consultant’s federal income taxes and Consultant’s own self-employment taxes together with any and all corresponding state and local taxes. BRDL has no responsibility other than those required by applicable Law with respect to those taxes.

(iv) Nothing in this Consulting Agreement (other than the award of Incentive Equity, as contemplated in Section 4(b)), creates any relationship between the Consultant and BRDL other than Consultant being an independent contractor of BRDL.

(v) The Parties acknowledge their intent for Consultant to be an independent contractor and not an employee of BRDL. As an independent contractor, Consultant is not eligible for benefits BRDL provides or offers to its employees.

(vi) Subject to complying with Consultant’s confidentiality and other covenants provided in this Consulting Agreement and the Partnership Agreement, Consultant is not prohibited from providing similar services to other parties.

(vii) Consultant does not have any authority to bind BRDL or any of its Affiliates (by promise or representation on behalf of BRDL and its Affiliates) unless specifically authorized in advance and in writing by BRDL.

(viii) BRDL may give Consultant access to certain software platforms of BRDL, but Consultant generally is required to supply all equipment, materials, or supplies to perform the Services, and Consultant is responsible for Consultant’s own office space to provide the Services.

(ix) ***Reserved***.

(x) Each of BRDL and Consultant shall at all times comply with all applicable Law and legal requirements applicable to such party.

(d) BRDL Policies. While Consultant is an independent contractor and not subject to BRDL's general employee policies, BRDL takes seriously its commitment to provide a harassment free work environment for its employees, customers, and contractors. As such, Consultant agrees to, and shall, abide by BRDL's anti-harassment policy attached hereto in Exhibit A.

(e) Covenants. In consideration for this engagement, Consultant agrees to be bound by the Restrictive Covenants set forth in Appendix B.

(f) Return of BRDL Property. Consultant agrees that, upon termination of this Consulting Agreement, Consultant will destroy or return promptly to BRDL all supplies, records, accounts, printed materials, equipment, customer lists, all documents containing any confidential information of BRDL and its Affiliates, and any other materials or information of any type received from BRDL or any of its Affiliates or developed by Consultant for BRDL and its Affiliates in the course of and during the term of this Consulting Agreement. For the avoidance of doubt, upon termination of this Consulting Agreement, Consultant shall delete or remove any such files from Consultant's personal computer and handheld or other electric device as well as all cloud and other remote storage accounts and backup or other storage drives or devices.

(g) Indemnification and Limitation of Liability.

(i) Subject to Section 3(g)(iii), Consultant shall indemnify, defend and save BRDL harmless from and against any liability, loss, cost, expense or any damage (including reasonable attorney's fees) (collectively, "Damages") brought about by any injury of any kind suffered by any third-party or property as a result of (A) any fraud, willful misconduct or grossly negligent act or omission by Consultant or its directors, officers, employees, or agents, (B) any breach by Consultant of this Consulting Agreement, except in the event such liability arises from BRDL's or its directors, officers, employees, or agents gross negligence, willful misconduct, or fraud.

(ii) Subject to Section 3(g)(iii), BRDL shall indemnify, defend and save Consultant harmless from and against any Damages brought about by any injury of any kind suffered by any third-party or property as a result of any (A) fraud, willful misconduct or grossly negligent act or omission by BRDL or its directors, officers, employees, or agents, and (B) any breach by BRDL of this Consulting Agreement, except in the event such liability arises or results from Consultant's or its directors, officers, employees, or agents gross negligence, willful misconduct, or fraud.

(iii) EXCEPT (A) TO THE EXTENT PAYABLE TO A THIRD PARTY, OR (B) FOR A PARTY'S OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANOTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EXCEPT IN THE EVENT OF CONSULTANT'S OR CONSULTANT'S DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, IN NO EVENT WILL THE AGGREGATE LIABILITY OF CONSULTANT AND HEADWATERS ARISING OUT OF OR RELATED TO THIS CONSULTING AGREEMENT EXCEED THE SUM OF (A) THE CONSULTING FEE ACTUALLY RECEIVED BY

CONSULTANT PURSUANT TO SECTION 4(A) OF THIS CONSULTING AGREEMENT, PLUS (B) THE INCENTIVE EQUITY; PROVIDED, FURTHER, AFTER AN AMOUNT EQUAL TO THE CONSULTING FEE ACTUALLY RECEIVED BY CONSULTANT PURSUANT TO SECTION 4(A) OF THIS CONSULTING AGREEMENT HAS BEEN EXHAUSTED, THE SOLE AND EXCLUSIVE RECOURSE AGAINST CONSULTANT AND/OR HEADWATERS FOR ANY REMAINING DAMAGES WILL BE TO SETOFF SUCH DAMAGES AGAINST THE INCENTIVE EQUITY.

(iv) Notwithstanding anything else to the contrary herein or in the Partnership Agreement, except as contemplated by Section 3(g)(iii) above, BRDL shall not have any setoff rights against the Consultant or Headwaters.

4. Compensation for Services.

(a) Consulting Fee. Subject to the terms of Section 5 below, for the duration of this Consulting Agreement and in exchange for the Services, BRDL shall pay Mr. Yanker \$250,000 per calendar quarter (the "Consulting Fee") up to a maximum amount of \$2,000,000 in the aggregate during the initial two-year term of this Consulting Agreement. Subject to the terms of Section 5 below, BRDL shall pay the Consulting Fee in immediately available funds as reasonably directed by Consultant and no later than five (5) Business Days after the beginning of each calendar quarter; provided, BRDL shall pay the portion of the Consulting Fee for the calendar quarter commencing on the CA Effective Date, within two (2) Business Days after the date of execution of this Consulting Agreement.

(b) Award of Management Incentive Units. BRDL shall issue 150 Management Incentive Units in accordance with Appendix A attached hereto (the "Incentive Equity"). Notwithstanding anything to the contrary in this Agreement or in Appendix A, Section 2(j) of Appendix A (Protective Provisions), Section 2(k) and Schedule II of Appendix A (Preemptive Rights), and Section 5 of Appendix A (Consultant Put Rights), including, all rights of Consultant and any Consultant Interest Owner therein, shall lapse and automatically terminate upon the consummation of a Strategic Event; provided, nothing in this Section 4(b) shall affect the rights of Consultant or any Consultant Interest Owner with respect to Section 5(b) of Appendix A (Consultant Put Rights) if such put right has been exercised prior to the consummation of the Strategic Event in accordance with Section 5(b) of Appendix A (Consultant Put Rights).

(c) Expense Reimbursement. During the term of this Consulting Agreement, BRDL shall reimburse Consultant for all reasonable expenses incurred by Consultant in the course of performing the Services in accordance with BRDL's expense reimbursement policies in effect from time to time. Additionally, within two (2) Business Days after the date of execution of this Consulting Agreement, BRDL shall reimburse Consultant for legal fees incurred by Consultant on or before the date of execution of this Consulting Agreement in connection with the drafting of the governing documents of Headwaters, the drafting, negotiation and documentation of this Consulting Agreement, and the transactions contemplated hereby.

(d) Withholding. BRDL will comply with any applicable Law, as reasonably determined by BRDL, with respect to any withholding or other legal obligations it might have to any Governmental Authority with respect to payments made or payable to, or on behalf of, Consultant. BRDL will deduct, and withhold from, and properly remit to the applicable Governmental Authorities, those amounts required by applicable Law otherwise payable to Consultant. If any such withholding or other legal obligation can be materially reduced, then BRDL shall use commercially reasonable efforts to cooperate with Consultant to reduce any such withholding.

5. Effect of Termination.

(a) In the event this Consulting Agreement is terminated due to a Consultant Termination Event (subject to the expiration of any applicable cure periods), BRDL shall pay to Consultant the portion of the Consulting Fee, as well as any expense reimbursements owed pursuant to Section 4(c), payable to Consultant for Services rendered through the date of termination of this Consulting Agreement.

(b) In the event this Consulting Agreement is terminated for any reason other than due to a Consultant Termination Event (subject to the expiration of any applicable cure periods), BRDL shall pay to Consultant the portion of the Consulting Fee that would have been paid to Consultant for the remainder of the then-applicable term were it not for such termination on the same schedule it otherwise would have been paid (“Severance Payment”), as well as any expense reimbursements owed through the date of termination pursuant to Section 4(c). For example, if this Consulting Agreement is terminated for unsatisfactory services pursuant to Section 2(a)(vi), and at such time of termination, the Consulting Agreement has a two-year term and \$500,000 has already been paid to Consultant in respect of the first two quarters of the term, then the remaining \$1,500,000 shall be paid to Consultant over the next six quarters (i.e., \$250,000 per quarter), with each \$250,000 payment being paid no later than five (5) Business Days after the beginning of the applicable calendar quarter.

(c) Upon termination for any reason, Consultant shall comply with its obligations in Section 3(f) regarding the return of BRDL’s property.

(d) Termination or expiry of this Consulting Agreement shall not affect any rights or obligations which have accrued prior to such termination or which are expressly intended to survive termination.

(e) The Severance Payment is intended to be exempt from the requirements of Code § 409A, and this Consulting Agreement shall be interpreted and construed consistently with such intent. However, to the extent that the parties determine that the Severance Payment would otherwise not comply with the requirements for an exemption under Code § 409A and that the terms of this Consulting Agreement would otherwise subject Consultant to taxes or penalties under Code § 409A (“409A Penalties”), then no benefit payable to Consultant with respect to the Severance Payment will be made prior to the date Consultant has a “separation from service” (as that term is defined in Treas. Reg. § 1.409A-1(h)). If an amount is to be paid under this Agreement in two or more installments, including the Severance Payment, each installment shall be treated as a separate payment for purposes of Code § 409A.

(f) Upon the termination of this Consulting Agreement for a reason other than Consultant’s death, unless otherwise agreed to by such Parties in writing, at the request of BRDL, each of BRDL and Consultant shall use commercially reasonable efforts during the 30-day period following the CA Termination Date to negotiate additional transition services concerning transitioning Consultant’s responsibilities to employees, contractors, consultants, or other personnel of BRDL.

6. ***Reserved.***

7. **Representations, Warranties and Certain Covenants.**

(a) Authority. Consultant represents and warrants to BRDL that Consultant is not obligated or restricted under any agreement (including any non-competition or confidentiality agreement), judgment, decree, Order or other restraint of any kind that could impair Consultant's ability to perform the duties and obligations required of Consultant under the Consulting Agreement.

(b) Non-Disparagement. Each Party shall refrain from taking any action or making any statements with the intention of disparaging the goodwill or reputation of any other Party or any of their respective Affiliates.

(c) Confidential Information.

(i) Consultant acknowledges that as a result of his position with BRDL, Consultant will have access to confidential information of BRDL and its Affiliates, including information relating to this Consulting Agreement and the Services provided hereunder, information related to the Partnership Agreement, information relating to customers, clients, suppliers, distributors, investors, lenders, consultants, independent contractors and employees of BRDL and its Affiliates; price lists and pricing policies; financial statements and information; budgets and projections; business plans; production costs; market research; marketing, sales and distribution strategies; business, developments, and techniques; processes and business methods; technical information; pending projects and proposals; new business plans and initiatives; research and development projects; inventions, discoveries, ideas, technologies, trade secrets, know-how, formulae, designs, patterns, marks, names, improvements, industrial designs, mask works, works of authorship and other intellectual property; devices; samples; plans, drawings and specifications; photographs and digital images; computer software and programming; all other confidential information and materials relating to the businesses of BRDL and its Affiliates; and all notes, analyses, compilations, studies, summaries, reports, manuals, documents and other materials prepared by or for BRDL or any of its Affiliates containing or based in whole or in part on any of the foregoing (all of the foregoing, whether communicated in verbal, written, graphic, electronic or any other form, whether or not conceived, developed or prepared in whole or in part by Consultant and whether received by Consultant before or after the CA Effective Date, collectively, "Confidential Information"). Notwithstanding the foregoing, Confidential Information shall not include information that: (A) is already known to Consultant prior to receipt from BRDL or its Affiliates, (B) is or becomes available to the general public through no breach of this Consulting Agreement by Consultant or, to Consultant's Knowledge, breach by any other Person of a duty of confidentiality to BRDL or any of its Affiliates, (C) is developed by Consultant independently of, and without reference to, any Confidential Information of BRDL and its Affiliates, or (D) is received by Consultant from a third party who is not under any obligation to BRDL to maintain the confidentiality of such information.

(ii) Consultant acknowledges that the Confidential Information is owned or licensed by BRDL or any of its Affiliates; is unique, valuable, proprietary and confidential and derives independent (actual or potential) commercial value from not being generally known or available to the public. Consultant hereby relinquishes, and agrees that he shall not at any time claim, any right, title or interest of any kind in or to any Confidential Information.

(iii) Consultant shall maintain the confidentiality of the Confidential Information at all times during and after Consultant's employment with BRDL and shall not, at any time, directly or indirectly, use any Confidential Information for his own benefit or for the benefit of any other Person, reveal or disclose any Confidential Information to any Person other than authorized representatives of BRDL, or remove or aid in the removal from BRDL's or any of its Affiliates' premises of any Confidential Information, except (A) in the performance of Consultant's duties in the furtherance of the business of BRDL or (B) with the prior written consent of BRDL. The covenants in this Section 7(c)(iii) shall not apply to information that (x) is or becomes available to the general public through no breach of this Consulting Agreement by Consultant or breach by any other Person of a duty of confidentiality to BRDL or any of its Affiliates or (y) Consultant is required to disclose by applicable law or court order; *provided*, however, that Consultant shall notify BRDL in writing of such required disclosure as much in advance as practicable in the circumstances and cooperate with BRDL to limit the scope of such disclosure.

(iv) Reserved.

(v) Notwithstanding anything herein to the contrary, Consultant shall remain the sole and exclusive owner of all right, title and interest in and to the Pre-Existing Materials, including without limitation all intellectual property rights therein. Consultant grants BRDL a limited, non-exclusive, non-transferable (other than to BRDL's affiliates), non-sublicenseable (other than to BRDL's affiliates), license to use any Pre-Existing Materials to the extent delivered to BRDL as part of the Services. All other rights in and to the Pre-Existing Materials are expressly reserved by Consultant. "Pre-Existing Materials" means all documents, data, know-how, trade secrets, methodologies, playbooks, processes, tools, score cards, policies, procedures, reports and other materials provided by or used by Consultant in connection with performing the Services, in each case independently developed or acquired by the Consultant independent of this Consulting Agreement or Consultant's engagement by BRDL. Consultant has the right to license the Pre-Existing Materials to BRDL pursuant to this Consulting Agreement and the Pre-Existing Materials shall not infringe on the intellectual property or other rights of any third party.

(d) Rights and Remedies. Except as expressly provided herein, this Consulting Agreement does not restrict, displace, or otherwise limit any other rights or remedies that any Party may have with respect to another Party.

(e) Approval. BRDL represents and warrants to the Consultant that a Voting Majority of the Partners of BRDL and BRD Management have joined in the execution of this Consulting Agreement to Approve its execution and BRDL being bound by its terms.

(f) Irreparable Harm. The Parties hereto acknowledge that BRDL would be irreparably harmed by Consultant's (or any of Consultant's advisor's or representative's) breach of Section 7(b) and (c) above and that money damages may not be sufficient to remedy any such breach. Accordingly, BRDL is entitled to injunctive or other equitable relief to prevent or remedy any breaches of, and to enforce specifically the terms and provisions of, Section 7(b) and (c), without having to prove the inadequacies of any remedy that may be available at law or being required to post bond or other security. The Parties hereto acknowledge that Consultant would be irreparably harmed by any other Party's (or any of their respective advisor's or representative's) breach of Section 7(b) above and that money damages may not be sufficient to remedy any such breach. Accordingly, Consultant is entitled to injunctive or other equitable relief to prevent or remedy any breaches of, and to enforce specifically the terms and provisions of, Section 7(b), without having to prove the inadequacies of any remedy that may be available at law or being required to post bond or other security.

8. General Provisions.

(a) Partnership Agreement. Sections 11.12 (Jurisdiction), 11.13 (Dispute Costs), 11.23 (Waiver of Jury Trial), and 11.24 (Binding Arbitration) of the Partnership Agreement are hereby incorporated herein, *mutatis mutandis*. This Consulting Agreement hereby is made part of the Partnership Agreement and, therefore, amends and supersedes the Second Amended and Restated Partnership Agreement of BRDL attached hereto as Exhibit B to the extent this Consulting Agreement's terms, conditions, and other provisions are contrary to, or inconsistent therewith, or as may be necessary to give full effect to, this Consulting Agreement.

(b) Notices. All notices or deliveries authorized or required pursuant to this Consulting Agreement shall be deemed to have been given as provided in Section 11.1 of the Partnership Agreement with Consultant's and BRDL's contact information provided below:

Consultant or Headwaters:

Randall S. Yanker
41 Headwaters RD
Bluffton, SC 29910
email address: ryanker@aamglobal.com

BRDL: BRD Land & Investment
6433 Bannington Road
Charlotte, NC 282265
Attn: Maurice Johnson, CEO
Email: maurice.johnson@brdland.com

(c) DocuSign. For the convenience of the Parties, this Consulting Agreement and any documents to be executed in respect or in furtherance of, or in connection with, this Consulting Agreement (including notices and other documents to be executed or delivered under Section 8(b) may be made by electronic or facsimile transmission (including email, pdf, or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g. DocuSign)) and will constitute valid and sufficient execution and delivery thereof.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Parties have duly executed this Consulting Agreement as of the date set forth below.

BRD LAND & INVESTMENT

Signed by:
Maurice B. Johnson
By: _____
Name: Maurice Johnson
Title: Chief Executive Officer
Date: March 25, 2025

CONSULTANT

Signed by:
R. Yanker
By: _____
Name: Randall Yanker
Date: March 25, 2025

EXHIBIT J

Proposed Order

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

IN RE:

BRD LAND & INVESTMENT, et al.⁵

Debtors.

Chapter 11

Case No. 26-30215

(Jointly Administered)

**ORDER GRANTING DEBTORS' MOTION FOR AN ORDER
AUTHORIZING REJECTION OF CERTAIN
EXECUTORY CONTRACTS AS OF THE PETITION DATE**

This matter coming before the Court on the Motion for an Order Authorizing the Rejection of Certain Executory Contracts as of the Petition Date, (the "Motion") filed by the above-captioned Debtors and Debtors-in-Possession (the "Debtors"); the Court having reviewed the Motion and having heard the statements of counsel in support of the relief requested therein at a hearing before the Court and the evidence offered in support thereof, including the Barbee Affidavit, (the "Hearing"); it appearing to the Court that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); the Court finding that (a) the notice given by the Debtors under the circumstances was sufficient; (b) the Court having determined that the legal and factual bases set forth in the Motion and presented at

⁵ Debtors are the following entities (the last four digits of their taxpayer identification numbers follows in parentheses): BRD Land & Investment, a South Carolina partnership (6940), BRDL Warden Station Holding Co LLC (0184), and BRDL Warden Station, LLC (4687). The Debtors' address is 6433 Bannington Road, Charlotte, NC 28226.

the Hearing establish just cause for the relief granted herein; (c) rejection of the Agreements (as such term is defined in the Motion) is a reasonable exercise of the Debtors' business judgment and is in the best interests of the Debtors' estate and creditors, and (d) rejection of the Agreements is properly effective as of the Petition Date.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The Debtor is hereby authorized to reject the Agreements listed in the Motion, and

such rejections shall be effective on the Petition Date.

This Order has been signed electronically. The judge's signature and court's seal appear at the top of the Order.

United States Bankruptcy Court

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division**

IN RE:

BRD LAND & INVESTMENT, et al.¹

Debtors.

Chapter 11

Case No. 26-30215

(Jointly Administered)

NOTICE OF OPPORTUNITY OF HEARING

NOTICE IS HEREBY GIVEN that BRD Land & Investment, et al., Debtors in the above-captioned cases, have filed the Debtor's Motion for an Order Authorizing Rejection of Certain Executory Contracts as of the Petition Date. (the "Motion").

If a copy of the Motion is not included with this Notice, a copy may be viewed at the Court's website, www.ncwb.uscourts.gov under Debtor BRD Land & Investment's name and case number, you may obtain a copy of the Motion from the Debtors' claims and noticing agent at www.kcellc.net/aldrich, or you may request in writing a copy from the undersigned counsel to the Debtors.

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE IN THESE BANKRUPTCY CASES. (IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.)

IF YOU DO NOT WANT THE COURT TO GRANT THE RELIEF REQUESTED IN THE MOTION, OR IF YOU WANT THE COURT TO CONSIDER YOUR VIEWS ON THE MOTION, THEN ON OR BEFORE WEDNESDAY, MARCH 18, 2026 YOU MUST:

- (1) A. File with the Bankruptcy Court a written objection at:

Clerk, United States Bankruptcy Court
401 W. Trade Street
Charlotte, North Carolina 28202

¹ Debtors are the following entities (the last four digits of their taxpayer identification numbers follows in parentheses): BRD Land & Investment, a South Carolina partnership (6940), BRDL Warden Station Holding Co LLC (0184), and BRDL Warden Station, LLC (4687). The Debtors' address is 6433 Bannington Road, Charlotte, NC 28226.

B. If you have your attorney file a written objection then the objection should be filed with the Bankruptcy Court by electronic means through the Court's website, www.ncwb.uscourts.gov under the jointly administered name and case number shown above.

(2) You must also serve a copy of such request to the parties shown below and any other parties as required by law or orders of the Court on or before the date described above:

Matthew L. Tomsic
Rayburn Cooper & Durham, P.A.
1200 Carillon, 227 W. Trade Street
Charlotte, NC 28202

Office of Bankruptcy Administrator
401 W. Trade St., Suite 2400
Charlotte, NC 28202

(3) Attend the hearing scheduled for April 8, 2026, at 9:30 a.m. EDT or as soon thereafter as the matter can be heard in the Bankruptcy Courtroom 2B, 401 West Trade Street, Charlotte, North Carolina. You should attend this hearing if you file an objection.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought and may enter an Order granting the relief requested. If no objections are timely filed and served, the court may rule on the Applications without a hearing. No further notice of that hearing will be given.

This the 4th day of March, 2026.

RAYBURN COOPER & DURHAM, P.A.

/s/ Matthew L. Tomsic
Matthew L. Tomsic
N.C. State Bar No. 52431
1200 Carillon, 227 W. Trade Street
Charlotte, North Carolina 28202
Telephone: 704-334-0891

ATTORNEYS FOR DEBTORS