

Agreement

This is a written agreement between Andrew Sharp, herein referred to as 'Andy', and the Gaudreau family as governed by Lili and Stefan Gaudreau, who claim to be a legally married couple in the State of California, herein referred to as the 'Gaudreaus'. This agreement governs the sale of, and release of all claims on, Andy's share of the property and improvements (Andy's equity) located at 16004 Old Highway, Donner Lake, California, herein after referred to as the 'Property', to the Gaudreaus.

Initial Mutual Stipulations

1. The parties to this agreement agree that Andy has a equal share of the Property with the Gaudreaus.
2. A known liability of the Property is the static equity owed to the Barsuks, as governed by a previous agreement which will never be referred to as The Melanie Barsuk Agreement Written by Andy of 2010, which can be summarized to say that all three parties (Andy, Gaudreaus, and Barsuks) agreed in 2010 that the Barsuks have \$52k in static equity in the Property. Please read that agreement in full if you feel the need. That agreement shall be attached as ... an attachment, to this agreement, if necessary.

Purpose of this agreement

The purpose of this agreement is to govern the sale Andy's share in the Property, herein after referred to as Andy's equity, to the Gaudreaus.

As of the date of execution of this agreement and receipt of consideration by Andy, all claims to any ownership to the Property by Andy will be released, and that said equity will transfer to the Gaudreaus.

Payment

Both parties agree that all known liabilities and values associated with the Property are listed and accounted for in the mathematical illustration below, otherwise known as Fig. 1.

The Gaudreaus shall compensate Andy as payment for his share of the Property. The amount of that compensation is calculated and displayed in the Fig. 1 illustration below. The payment will constitute the complete and total compensation associated with this full transfer of partial ownership of the Property from Andy to the Gaudreaus. There will be no further compensation, and no rebate or return of compensation, either in full or in part regardless of the circumstances, with one exception which is listed in the paragraph below, unless mutually agreed to by both parties at a later date.

As of the date of execution of this agreement, all liabilities and values of the Property will be the responsibility and possession of the remaining equity holders, with the one following exception: if the Property is sold, in part or in whole to a party or parties currently or not currently holding equity in the Property, within two years, and the equivalent sale value is greater than 3.9% or greater than the **Total value** listed for the Property in Fig. 1, then Andy is entitled his fair share of the difference between that sale valuation and the value listed in Fig. 1 in the **Total value** row, minus any sales commissions paid. There will be no refund of compensation for subsequent sales at a lower valuation. So for instance, if the value listed for the Property in Fig. 1 is \$678k, and two months after this agreement is executed, a 50% equity stake in the Property is sold to another party or parties for an equivalent value of \$705,120 in a private, non-commission sale, then the Gaudreaus would have to compensate Andy an additional

\$13,560. The reason for this exception is that the amount of consideration for this agreement is based on a best-guess, good faith estimate of the actual overall value of the Property by both parties, but a sale of the Property within a short time period for a specific amount more accurately reflects that value, and so the consideration should be adjusted accordingly. Additionally, the Gaudreaus agree that they will be required to disclose to Andy any and all sales, whether partial or full, of the property in the next two years, and fully disclose the proper and true details of said sales, without exceptions. Failure to disclose will invoke a 100% penalty added to the additional compensation owed to Andy. So, using the example above, the Gaudreaus would have to pay \$27,120. This disclosure is required regardless of how many sales occur in the stated time period, except in the case of a full publicly recorded sale of the property, which would end this requirement.

Fig. 1

Column A	Label	Description
\$650,000.00	Value of Property before recent improvements	
\$25,000.00	Value of recent improvement	All new deck
\$3,000.00	Value of recent improvement	Plumbing change in garage
\$678,000.00	Total value	(A1+A2+A3)
\$440,000.00	Remaining mortgage amount	
\$52,000.00	Barsuk Static share	
\$186,000.00	Remaining equity	(A4-A5-A6)
\$93,000.00	Andy's share of said equity	(A7 / 2)
\$14,000.00	Outstanding existing liabilities for Andy	Deck and plumbing improvements
\$1,600.00	Outstanding existing liabilities for Andy	October share of property expenses
\$200.00	Outstanding existing liabilities for Andy	September expenses
\$1,500.00	Gratuitous consideration lessener	Repair/maintenance work by Stef
\$1,500.00	Gratuitous consideration lessener	Rental administration work by Lili
\$74,200.00	Consideration amount	(A8-A9-A10-A11-A12-A13)

Buy back in

The two parties agree to allow Andy to buy-back-in to the Property at a later date for the same equity share being transferred in this agreement, so long as that buy-back-in occurs within 5 years of the date of execution of this document, and no change in ownership share of the Property has occurred in the interim. The buy-back-in price will be figured to be the greater between two values: the amount **Andy's share of said equity** in the above table, or the agreed upon estimated value of the Property at the time of the buy-back-in, minus any liabilities including, of course, mortgage liens and equity owed. Andy reserves the right to have the buy-back-in amount to be first applied to paying half of the \$52k in static equity owed to the Barsuks, with the remainder to be paid to the Gaudreaus. In addition to the

buy-back-in amount, Andy agrees to, and must, pay an extra consideration of \$1,500.00 directly and solely to the Gaudreaus as compensation for time spent on this agreement, and the buy-back-in agreement. The Gaudreaus may decline to extend the buy-back-in option, and the option does not survive a complete sale of the property by the Gaudreaus.

Pro Se Agreement

This agreement was mostly written by Andrew Sharp, referred to in this agreement as 'Andy', and both parties agree that Andy is not a lawyer, nor does he care to ever be a lawyer, and as such, this agreement is meant to cover everything surrounding the sale of Andy's share in the Property to the Gaudreaus. Both parties agree that this is, in fact, an agreement between friends, and that there will be no attempt by either party to trick, bamboozle or otherwise bilk or swindle the other party in any way. We agree that this document lists all known factors in this matter, to the best of our knowledge, efforts and abilities. Furthermore, we both agree not to sweat the small stuff, like whether the plumber bill was \$2,995.00 or \$3,000.00, etc. I do retain ownership of the folding deck chair(s) I purchased which currently reside in the owners closet of the house, but I will leave it in that location in case I'm ever visiting the Property and want to sit down.

Signature area

Party Name	Andy	Gaudreaus
Name	Andrew Sharp	Stefan Gaudreau
Signature	_____	_____
Date	_____	_____
Name		Lili Gaudreau
Signature		_____
Date		_____