6. The Agreement further provides that when the Property is sold the proceeds from such sale, after satisfaction of existing encumbrances would, first, be distributed to repay Burger a sum equivalent to the down payment on the Property; second, disbursed to reimburse any party's advancements made for the Property; and, third, divided equally, one-half to Burger and one-half to Macon.

6. To the best of my knowledge, Macon has complied with or substantially complied with all material terms of the Agreement. Macon has been informed that Burger does not intend to comply with the Agreement and, upon the eventual sale of the Property, will not disburse Macon's share of the proceeds.

7. Pursuant to the Agreement, I claim an equitable and contractual interest in the Property consistent with the Agreement's terms.

FURTHER AFFIANT SAYETH NAUGHT.

Executed on February 8, 2024.

Todd Macon

The foregoing instrument was acknowledged before me this 8th day of February 2024, by Todd Macon.

Witness my hand and official seal.

My commission expires:
12/1/25

ADRIENNE GOMEZ
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20044018695
MY COMMISSION EXPIRES DEC 1, 2025

Notary Public

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