OPERATING AGREEMENT
OF
3 PARIS VIEW LLC
a DELAWARE LIMITED LIABILITY COMPANY

ARTICLE I. INTRODUCTION

An organizer has filed a Certificate of Formation for 3 Paris View LLC (the "Company"), a limited liability company formed under the laws of the State of Delaware (the "State") and this Operating Agreement (this "Agreement") is entered into and shall become effective as of February 13, 2025 (the "Effective Date") by and among the Company, Owner Management Inc., a Delaware corporation ("Owner Representative"), as the non-member manager of Company, and the persons who have executed a Joinder to Operating Agreement in the form attached hereto as Exhibit A (collectively, the "Owners" and individually, an "Owner"). The Company owns or will own shares in Paris View Rue des Beaux-Arts, a French *société civile immobilière* (the "French SCI") with its registered officed located 23 rue du Roule 75001 Paris (the "French SCI") formed for the purpose of acquiring and holding real property commonly known as 2 Rue des Beaux Arts, Paris, IDF 75006, France (the "Home"). Owners hold ultimate control of the real estate by virtue of their ownership in the Company, which is a personal property interest (each, a "Property Interest"). This Agreement is intended to govern the operation of the Company, and the affairs of the Owners with regard to the Company and the Home. The initially capitalized terms used in this Agreement have the meanings shown in Section 10.4.

ARTICLE II. ORGANIZATIONAL STRUCTURE

Section 2.1 Company Status and Purpose.

(a) The Company is a manager-managed limited liability company formed under the laws of the State. The rights and liabilities of the Owners shall be determined pursuant to applicable law and this Agreement. The Company shall be managed exclusively by Owner Representative or its designee.

(b) The Company's purpose through its ownership of the shares of the French SCI is to own, maintain and preserve the Home and the SCI Personal Property in excellent, and to make the Home available for use by the Parties and their Invitees. Use of the Home is restricted to Owners and their Invitees. The Home may never be rented. The Company has no business purpose and will not engage in any income-generating activity. The cash collected from the Owners will consist solely of Owner dues and fees, all income will be used to provide the French SCI with the funds necessary for the management, maintenance, and care of the Home and SCI Personal Property, and for activities provided to or on behalf of Owners.

(c) The Property Interests are <u>not</u> intended to be investment opportunities. The Property Interests are intended solely for personal use and enjoyment. While the Home and the Property Interests might increase in value, neither Owner Representative nor the Company represents that the purpose of the Company is to generate any sort of investment return or profit, or that anyone should purchase or hold a Property Interest as an investment as detailed in the Co-Ownership Purchase Agreement pursuant to which each Owner acquired its Property Interest in the Company. Owner Representative has not made any representations regarding any potential appreciation of the Property Interests and each Owner hereby acknowledges that if such Owner elects to re-sell its Property Interest, it is possible that such Owner may experience a monetary loss, depending on a number of factors including the then-current market conditions. Neither this Agreement nor the ownership of a Property Interest constitutes an arrangement, plan, or similar device where Owners receive ownership rights in, or the right to use, occupy or possess, the Home on a periodically recurring basis for a specific or discernable period of time during any given year. Upon the initial sale of all Property Interests in the Home, the Owners shall, through the French SCI, co-own the Home in its entirety subject to the terms and conditions of the present Agreement and neither Owner Representative nor any of its affiliates retain any ownership interest in the Home.

Section 2.2 Property Interests and Owners.

(a) Except as expressly set forth in this Agreement, or as required by law, no Owner shall be personally liable for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise. Notwithstanding the preceding sentence, however, it is expressly intended that the Owners be responsible to the Company for costs and expenses associated with the Home as provided in this Agreement, and nothing in this Agreement or applicable law, shall be interpreted to relieve any Owner or Party from the obligations imposed by this Agreement.

(b) Ownership of the Company is divided into eight discrete shares referred to as Property Interests. The number of Property Interests is permanently fixed and Owners are not permitted to transfer less than all of a Property Interest. Persons that share a Property Interest, in accordance with this Section 2.2, may have their own arrangement for how they will share that Property Interest's obligations and usage rights, but their arrangement is private and shall not bind Owner Representative or the Company.

(c) Ownership of a Property Interest by more than two (2) persons is prohibited. A Property Interest may be owned by a trust or entity so long as such trust or entity has no more than two (2) shareholders, principals, limited liability company members, trustees or partners and provided that any such business entity shall comply with Section 2.2(d) and Section 2.2(e).

(d) Subject to this Section 2.2, when a Property Interest is owned by an entity or multiple individuals, the following additional provisions shall apply: (i) each entity and natural person with a direct or indirect interest in the Property Interest shall be jointly and severally liable for all obligations and responsibilities associated with such Property Interest; (ii) only one bank account may be used to pay all amounts owed in connection with the applicable Property Interest; (iii) any act or omission by any Party who comprises Owner, or any Invitee of any such Party, shall be deemed the act or omission of the Owner; and (iv) all rights associated with the Property Interest are jointly held by the persons comprising Owner and all such persons shall be deemed to have equal control of such rights. Each Owner must provide notice to Owner Representative within ten calendar days of the date on which there is any addition, subtraction or other change to the Parties constituting Owner. In addition, within ten calendar days from the date of a notice from Owner Representative so requesting, the Designated Owner for such Owner shall disclose the full legal names of each person with any direct or indirect ownership interest in the Property Interest. Only the Designated Owner shall have the right to cast any votes on behalf of the applicable Property Interest.

(e) At all times, each Property Interest shall have exactly one natural person acting as its Designated Owner; no Property Interest shall have more than one Designated Owner. When a Property Interest is owned by a single natural person, such person shall be deemed the Designated Owner. The identity of the Designated Owner may be changed for any Property Interest, at any time, upon written notice to Owner Representative. Notwithstanding anything to the contrary in this Agreement, during any period when there is no single person properly designated (or deemed to be designated) as the Designated Owner for a Property Interest, the Owner of such Property Interest shall not be entitled to vote or receive notices under this Agreement.

ARTICLE III. EXPENSE OBLIGATIONS, ACCOUNTS, AND RECORDS

Section 3.1 Basic Expenses. The following costs shall be deemed "Basic Expenses" (whether incurred by the Company, the French SCI and/or Owner Representative (or any of its affiliates) and, except as otherwise specifically provided in this Agreement, shall be allocated equally among the Property Interests: (a) governmental taxes, assessments and fees imposed based upon ownership and/or control of the Home, or based upon the existence and operation of the Company and the French SCI ("Taxes"); (b) premiums, costs and fees for Company and/or the French SCI insurance carried pursuant to Section 3.2 ("Insurance Costs"); (c) the cost of Necessary Repairs as described in Section 3.3(a); (d) energy, water, sewer, trash, media, communications, and similar services to the Home ("Utility Costs"); (e) inspection of the Home; (f) all fees and amounts of the Owner Representative and of outside professional and service providers reasonably necessary to the conduct of Company and the French SCI affairs; (g) fees, assessments and payments required by (i) any homeowner's association or other similar association or governing body with authority over the Home such as the *syndicat de copropriété* (each, a "Governing Association") or (ii) any covenants, conditions, restrictions, rules, regulations or other requirements adopted by any Governing Association ("HOA Assessments"); (h) other costs specifically described as Basic Expenses elsewhere in this Agreement; (i) the costs and charges due to the fact that the Home is located in a building (the "Building") subject to the French co-ownership regime (*régime de copropriété*) (including all costs related to the common areas of the Building and its property manager (*syndic de copropriété*)) and (j) all other expenses associated with operating the Company, the French SCI and the Home in a manner consistent with the intent and spirit of this Agreement and the other Owner Documents. Owner Representative shall have the right to determine whether housekeeping charges are included in Basic Expenses or charged to each Owner as Reimbursement Assessments on a per stay basis.

Section 3.2 Insurance. The Company and/or Owner Representative in its capacity as manager (*gérant*) of the French SCI, shall procure that the French SCI shall at all times maintain any insurance that is appropriate and/or advisable as determined by Owner Representative, in its sole discretion, including at least the following insurance coverage: (a) a policy of fire and casualty insurance covering the Home and the SCI Personal Property, providing coverage for such other risks as are commonly covered and mandatory with respect to properties similar to the Home in construction, location and use, in an amount equal to the full replacement value of the Home and the estimated value of the SCI Personal Property; and (b) a policy of general liability insurance that includes liabilities arising from usage of the Home by all Owners and their Invitees, with limits of liability not less than $2,000,000. Owner Representative shall act as agent for the French SCI, the Company, each Owner and for each owner of any other insured interest in adjusting all claims arising under said insurance policies, bringing suit thereon, delivering releases upon payment of claims, and otherwise exercising all of the rights, powers and privileges of the insured parties. The French SCI or Owner Representative shall receive, on behalf of the insured parties, all insurance proceeds. Insurance premiums, deductibles and similar expenses shall be paid by the French SCI as a Basic Expense. Owner Representative, in its capacity as manager (*gérant*) of the French SCI, shall also have complete discretion to determine whether an insurance claim for any particular loss is submitted, and no Owner shall be fully or partially relieved of any liability or responsibility imposed by this Agreement based on the fact that Owner Representative chose not to submit such a claim.

Section 3.3 Maintenance, Repairs and Capital Improvements.

(a) Necessary Repairs. The term "Necessary Repairs" is defined as all work required to (i) maintain the Home and SCI Personal Property in an excellent condition, (ii) correct conditions which immediately endanger the value, safety and/or habitability of the Home, or the safety or health of the occupants, guests or public, (iii) respond to an or enforcement action by a governmental agency ("Government Improvements"), or (iv) address any violation or requirement (including as may be needed for membership) of any Governing Association ("HOA Improvements"). Necessary Repairs shall be performed as soon as possible.

(b) **Repair/Replacement Reserve**. The Company shall at all times maintain a reasonable reserve (the "Repair/Replacement Reserve") for capital projects, replacement and maintenance of the Home and SCI Personal Property. The Company shall maintain a minimum balance in the Repair/Replacement Reserve (as determined by Owner Representative) and if the Repair/Replacement Reserve falls below such minimum balance, Owner Representative may levy a Special Assessment to replenish the same.

(c) **Owner-Caused Damage**. Notwithstanding anything to the contrary in this Agreement, each Owner shall be fully responsible for the cost of repair or replacement of any damage or loss to the Home or to the SCI Personal Property that arises as a result of an act or omission by such Owner or such Owner's Invitee, as determined in Owner Representative's reasonable discretion ("Owner-Caused Damage").

(d) **Discretionary Repairs and Improvements**. "Discretionary Repairs/Improvements" shall include all maintenance, repairs and improvements that do not fall within the definition of Necessary Repairs. For example, the addition of a pool would constitute a Discretionary Repair/Improvement. The Company shall secure the required vote as determined by Section 4.6 prior to undertaking any Discretionary Repairs/Improvements. The cost of such Discretionary Repairs/Improvements shall be paid as part of each Property Interest's Regular Assessment, if such cost was reflected in the applicable Home Operating Estimate (as defined below), or, if not, as a Special Assessment levied by Owner Representative. Notwithstanding the foregoing, in the event that Owner Representative or any of its affiliates then owns any Property Interests, such entity shall not be required to pay any portion of the cost thereof but instead the cost shall be shared by the Owners other than Owner Representative or its affiliate, on a pro rata basis.

(e) **Manager Access; Repair and Maintenance**.

(i) Upon 24 hours' notice to any Owners occupying the Home, Owner Representative and its designees, employees and vendors shall have access to the Home as may be reasonably necessary to perform any of its obligations hereunder. In the event of an emergency, including but not limited to any issues that impact the safety or habitability of the home, Owner Representative, and its designees, employees and vendors, may enter the Home at any time and without any notice to any Owners occupying the Home.

(ii) Without limiting the generality of Section 3.3(e)(i), Owner Representative and its designees, employees and vendors shall have the right to enter the Home at reasonable times upon reasonable notice to any Owners occupying the Home in order to make repairs. Owners are required to cooperate with such access and any failure to do so shall be a breach of the Owner Documents and in addition to any other remedies set forth herein, Owner Representative shall have the right to charge the breaching Owner a monetary fee for such breach (which shall be collected as a Reimbursement Assessment). Owner Representative shall have the right, in Owner Representative's sole discretion, to select vendors to perform maintenance and repair work on the Home. When, in the sole discretion of Owner Representative, the Home should be taken out of service for repair, Owner Representative may make the Home unavailable for usage. To the extent reasonably possible, Owner Representative shall schedule the work for periods that have not been reserved by an Owner, in which case Owner Representative shall prevent any Owner from reserving such period. When, in the sole discretion of Owner Representative, the Home should be taken out of service during a period that has already been reserved by an Owner due to a potentially unsafe situation or for a repair (x) that is necessary for the operation of the Home and material in nature and (y) would be unsafe or impractical to complete with Owners occupying the Home, then so long as Owner Representative provides no less than thirty (30) days' notice to such Owner that the Home will not be available during the reserved time, Owner Representative may cancel the applicable reservation and shall have no liability for any costs, including travel costs, incurred by Owner in connection with such reservation or the cancellation thereof or obligation to provide Owner with alternate accommodations.

Section 3.4 Home Operating Estimate; Budget Approval. Prior to the start of each Fiscal Year, Owner Representative shall submit to the Owners an estimate for such Fiscal Year for their approval, which shall set forth: (a) the planned Basic Expenses for such Fiscal Year, (b) an accumulation of a reasonable Repair/Replacement Reserve for such Fiscal Year, (c) any Discretionary Repairs/Improvements planned for that Fiscal Year, and (d) the estimated Uncontrollable Expenses (as defined below) for such Fiscal Year (such estimate, the "Home Operating Estimate"). The Home Operating Estimate must be approved by the Designated Owner(s) of at least 51% of the Property Interests that cast a vote; provided, however, that (i) Uncontrollable Expenses (defined below) are not subject to Owner Approval, (ii) if the Company, Owner Representative or any of its designees or affiliates is the Designated Owner of any Property Interest, such Designated Owner shall not be entitled to cast a vote, and (iii) any Discretionary Repairs/Improvements set forth in the Home Operating Estimate must secure the required vote set forth in Section 4.6(b) below. Owner Representative shall submit the proposed Home Operating Estimate to the Designated Owners and the Designated Owners shall have five business days to approve or deny the same (the "Budget Approval Period"). Owner Representative may extend the length of the Budget Approval Period within its reasonable discretion. If any Designated Owner does not timely vote to approve or deny within the Budget Approval Period, Owner Representative shall directly follow up with any delinquent Designated Owners to obtain their vote. If Owner Representative is unable to obtain a final vote from a Designated Owner within three business days after the expiration of the Budget Approval Period, that Designated Owner will be deemed to have not cast a vote with respect to the Home Operating Estimate. In the event the required votes for approval or denial are not achieved in any year due to an equal number of approve and deny votes being provided, a final resolution shall be reached by reverting (x) to the vote provided by the Designated Owner holding the largest number of Property Interests, or (y) in the event two or more Owners hold the largest number of Property Interests, to the Designated Owner who obtained its Property Interest prior to other Owners. Any denial of a proposed Home Operating Estimate shall be in writing and shall set forth the specific objections any such Owner has to the proposed Home Operating Estimate and shall be submitted during the Budget Approval Period ("Written Budget Objections"). If a Designated Owner voting to deny does not provide their Written Budget Objections during the Budget Approval Period (or, if after follow-up from Owner Representative, during the three business day period after the expiration of the Budget Approval Period), then that Designated Owner will be deemed to have not cast a vote with respect to the Home Operating Estimate. A Designated Owner may not list an objection to an Uncontrollable Expense as the basis for their vote to deny the Home Operating Estimate in their Written Budget Objections and such Uncontrollable Expenses shall not be subject to Owner approval as set forth herein. If the Home Operating Estimate is denied by the Designated Owners, Owner Representative shall resubmit a revised Home Operating Estimate to the Designated Owners which addresses the specific objections provided, and the revised Home Operating Estimate shall be submitted for approval or denial, consistent with the process outlined herein. In the event that the Home Operating Estimate is not approved prior to the start of a new Fiscal Year, the Owners shall continue to pay the Assessments set forth in the prior year's Home Operating Estimate until such time as the new Home Operating Estimate is approved. At that time, the Company shall deliver to the Owners a comparison of the amounts due for the interim period pursuant to the new Home Operating Estimate against the collected amount and the Company shall have the rights set forth in this Agreement with respect to any shortfall or surplus. The following categories of expenses shall be "Uncontrollable Expenses" and shall be determined in the sole discretion of Owner Representative: Taxes, Insurance Costs, Utility Costs, the Owner Representative Fee, HOA Assessments and the cost of Government Improvements and HOA Improvements.

Section 3.5 Regular and Special Assessments; Quarterly Reports. The_Home Operating Estimate shall allocate the expenses it sets forth equally to each Property Interest (such amount, the Property Interest's "Regular Assessment"). Owner Representative shall bill and collect from the Owners, based upon the approved Home Operating Estimate, all Assessments, and any other amounts due and owing to the Company or a third party pursuant to the provisions of any applicable law, this Agreement or other third-party agreements. Owner Representative shall deposit all funds collected in the Company Accounts (as defined in Section 3.8). Owner Representative is authorized to withdraw such funds from the Company Accounts as required to pay expenses except to the extent limited by this Agreement. Owners understand it is Owner Representative's obligation to maintain the Home Standard, and there may, from time to time, be other expenses reasonably necessary to maintain the Home Standard. Owner Representative has sole discretion to incur these reasonably necessary expenses if time is of the essence in ensuring the Home Standard is not compromised and such additional expenses may be levied as a Special Assessment. Following the end of each quarter of the Fiscal Year (each, a "Quarter"), the Company shall deliver to the Owners a comparison of the Basic Expenses and cost of any Discretionary Repairs/Improvements for such Quarter against the collected Regular Assessments (as reflected in the applicable Home Operating Estimate). If such comparison shows a shortfall or if Owner Representative determines that the Home Operating Estimate is no longer accurate, the Company may in its sole discretion elect to (a) use funds from the Repair/Replacement Reserve, (b) adjust the Home Operating Estimate and each Owner's Regular Assessment on a go forward basis and/or (c) levy a Special Assessment to cover such shortfall. Notwithstanding the foregoing, in the event that there is a material increase in the cost of any recurring service (which, for the avoidance of doubt, excludes Necessary Repairs) and such increase is greater than 20% of the estimated Basic Expenses for the applicable Fiscal Year, Owner Representative shall secure the approval of the Designated Owner for at least 62.5% of the Property Interests entitled to vote prior to exercising its rights set forth in the previous sentence. If such comparison shows a surplus, such surplus shall be retained by the Company and shall be applied (in the Company's sole discretion) to any future Regular or Special Assessments that may be due from the Owners hereunder. On the due date fixed by Owner Representative for the payment of a Regular Assessment or Special Assessment, each of the Property Interests shall be required to pay the Regular Assessment and/or Special Assessment. For the avoidance of doubt, Owner Representative may levy a Special Assessment at any time in its sole discretion to fund extraordinary or unexpected expenses. There shall never be an instance in which a Regular or Special Assessment is levied upon, or due from, fewer than all Property Interests.

Section 3.6 Reimbursement Assessments. When this Agreement authorizes the imposition of a fine, fee or charge on an Owner in connection with a service provided to the Owner in addition to the standard services provided to all Owners, any Owner-Caused Damage, or any violation of the terms of this Agreement, or the other Owner Documents, the Company may levy a Reimbursement Assessment on such Owner. All housekeeping costs incurred with each stay at the Home shall be charged as a Reimbursement Assessment to the applicable Owner. The Company shall provide notice to the affected Owner stating the amount due from that Owner and the due date, which shall be no sooner than 15 calendar days after the date of the notice.

Section 3.7 Payments. Each Owner shall pay every Assessment (Regular Assessment, Special Assessment, and Reimbursement Assessment) levied against his/her Property Interest(s), together with any other amounts owed to the Company, in full and on time, without any deduction or offset. Owner Representative, acting on behalf of the Company, may refuse to recognize the transfer of any Property Interest that owes money to the Company. Regardless of whether Owner Representative chooses to exercise such authority, the transferee of a Property Interest, shall automatically become fully responsible for payment of the entirety of any amounts owed to the Company by such Property Interest, regardless of whether the transferee acquires the interest through purchase, gift, inheritance, marital settlement, or other means. Owner Representative shall reasonably cooperate with inquiries intended to allow a prospective transferee to learn the outstanding obligations of a Property Interest. Owner Representative shall arrange for the payment of the Company's financial obligations to the extent of available Company funds. Owner Representative shall not be required to pay any costs or expenses necessary for the maintenance, repair, replacement, restoration, improvement, operation or administration of the Home, the French SCI or the Company from its own funds, and Owner Representative shall only be required to perform its services and make disbursements to the extent that, and as long as, the payments received from the Company are sufficient to pay said costs and expenses in full. If it shall appear to Owner Representative that Company payments are insufficient to pay Company and French SCI expenses, and to adequately provide full reserves, Owner Representative may levy a Special Assessment in accordance with this Agreement.

Section 3.8 Account Administration. The Company, or Owner Representative or its designee, on the Company's behalf, shall maintain one or more depository accounts (collectively "Company Accounts"). Company Accounts may be established in the name of the Company and/or the name of Owner Representative or its designee. The Company shall maintain a minimum balance in such Company Accounts (as determined by Owner Representative) and if the Company Accounts fall below such minimum balance, Owner Representative may levy a Special Assessment to replenish the same. Owner Representative, in its capacity as manager (*gérant*) of the French SCI, shall establish and maintain a depository account established in the name of the French SCI.

Section 3.9 Capital Accounts for Income Tax Purposes.

(a) **Capital Accounts**. For income tax purposes, a capital account shall be deemed to exist for each Property Interest. At any particular time, the balance of each Property Interest's capital account shall be calculated as follows: (i) add all amounts paid by or on behalf of the Property Interest that are characterized as capital contributions under Section 3.9(b); and (ii) deduct the Property Interest's allocated share of Company payments characterized as capital account reductions under Section 3.9(c). When a Property Interest is transferred by an Owner, the transferee shall be deemed to acquire the capital account balance of the transferor. In the event of a transfer of all or a part of a Property Interest, a basis adjustment pursuant to Sec. 734(b) of the Internal Revenue Code shall be applied to the transferor.

(b) **Capital Contributions**.

(i) The cash portion of the purchase price paid by the initial purchaser of a Property Interest shall be characterized as a capital contribution to the Company for income tax purposes. In the event of a transfer of all or a part of a Property Interest, the cash portion of the purchase price paid by the transferee shall also be characterized as a capital contribution to the Company for income tax purposes.

(ii) Except as provided below, all Assessments paid by any Owner shall be characterized as capital contributions for income tax purposes.

(iii) The following payments shall not be characterized as capital contributions for income tax purposes: (A) payments made by the responsible Owner for the cost of repair, replacement or reimbursement necessitated by Owner-Caused Damage; (B) fines, penalties, interest, or other cost reimbursements paid by an Owner as a consequence of such Owner's violation of this Agreement or the other Owner Documents; and (C) payments made by any Owner to Owner Representative in relation to transaction fee and/or financing fee.

(c) **Capital Account Reductions**. In general, for income tax purposes, all expenditures made by the French SCI and/or Company shall be allocated among the Property Interests, and the amount allocated to each Property Interest shall be characterized as a capital account reduction. However, the following expenditures shall not be capital account reductions: (i) the cost of repair, replacement or reimbursement necessitated by Owner-Caused Damage, to the extent that such cost is recovered from the responsible Owner under this Agreement or the other Owner Documents; and (ii) fines, penalties, or interest paid by the Company and / or the French SCI to the extent that such cost is recovered from a particular Owner. Except as otherwise provided in this Agreement, all Company and the French SCI expenditures shall be allocated equally among the eight Property Interests for the purposes of allocating capital account reductions. In the event of a transfer of all or a part of a Property Interest, the capital account balance of the transferor shall be reduced by the net proceeds received from the Company.

(d) **Relationship of Capital Accounts to Distributions**. As provided elsewhere in this Agreement: (i) the Company does not engage in any income or profit-generating activities of any kind, and its only cash inflows shall be the payments made by Owners under this Agreement; (ii) neither the Company nor any Owner is permitted to offer or provide the Home, or any Company asset, for rental purposes, or to otherwise generate any income from the operation of the Home or the Company; and (iii) should the Home or any Company asset be sold, or should the Company be liquidated and dissolved, all remaining proceeds and assets shall be allocated equally among the Property Interests (subject to offset for any outstanding obligations of any particular Property Interest), and this shall be true regardless of the relative balance of the Property Interests' respective capital accounts. Without limiting the generality of the preceding sentence, but for the avoidance of doubt, it is expressly provided that no distribution of funds by the Company to Owners shall be based upon, or otherwise affected by, the relative balances of the capital accounts.

(e) **Income Tax Reporting**. The Company shall prepare its income tax returns in a manner consistent with the principles described in the above subsections. To the extent that applicable law requires tax reporting that is inconsistent with such principles, the Company shall attempt to adhere as closely as possible to such principles while still complying with applicable law; however, under no circumstances shall any tax reporting practice become the basis for an allocation of payment obligations or proceeds distributions that is different than those provided by this Agreement.

(f) **Tax-Related Disclosure and Acknowledgment**. The tax-related documents distributed to each Owner by the Company or its representatives are based upon the opinions and advice of the Company's tax advisors, but the correctness of such opinions and advice cannot be guaranteed. Each Owner is individually responsible for how he/she reports the operating and tax consequences of Company participation on his/her personal tax returns and shall consult with his/her own advisors regarding such reporting, particularly concerning the permissible characterizations and deductibility of Company expenses and capital account reductions. None of the French SCI, the Company, Owner Representative or any of its affiliates shall be responsible for any negative consequences, including interest and penalties, arising from the manner in which any Owner reports Company activities on such Owner's tax returns, or for defending (or contributing to the defense costs of) any tax audit or investigation of the Owner. By acquiring, accepting and/or retaining a Property Interest or portion thereof, each Party acknowledges receipt and understanding of this advisory.

Section 3.10 Books and Records. Owner Representative shall maintain, provide copies of, and make available for inspection (subject to the limitations described in this Section 3.10), the Company's and French SCI's financial record books, accounts and other records (the "Books and Records"). The Books and Records shall include, at a minimum, detailed and accurate records of the Company's and French SCI's receipts and disbursements, amendments to this Agreement. The names of the Owners and their personal information, including but not limited to their mailing address and phone number (the "Roster") shall be kept by Owner Representative and updated no less frequently than annually. As privacy is a critical aspect of the co-ownership structure, Owner Representative may not publish the Roster or provide a copy of it to any Owner. Notwithstanding the foregoing, Owner Representative may provide the personal information of any Owner to third parties as Owner Representative may deem to be legally required or reasonably necessary in its sole discretion. Owner Representative shall have no liability for errors in the Books and Records, unless they result from Owner Representative's gross negligence or willful misconduct. Upon reasonable request of a Designated Owner, Owner Representative will make the Books and Records available for inspection by such Designated Owner. Owner Representative may establish reasonable rules governing such inspection with respect to: (a) required notice to be given prior to such inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents. Each Designated Owner shall have the power to audit or to cause an audit of the Books and Records to be performed by any experienced certified public accountant with at least a regional (relative to the location of the Home) reputation engaged by such Designated Owner and identified to Owner Representative in writing. The costs and expenses incurred in connection with such an audit shall be borne by the Owner requesting the audit; provided, however, if the results of the audit reveal that the balance sheets or operating statements in the six most recent annual reports (or as set forth in all existing annual reports if the Company has been in existence for less than six years) misstate any material financial information of the Company in such balance sheets or operating statements by an amount in excess of ten percent (10%) for any particular Fiscal Year of the Company, Owner Representative shall pay for the reasonable out-of-pocket costs of the audit. Notwithstanding the fact that each Designated Owner shall have the power to inspect, audit or cause an audit of the Books and Records, that power shall be limited so that no more than one audit of such nature shall be required to be performed in any 12 consecutive month period.

ARTICLE IV. AUTHORITY AND DUTIES OF OWNER REPRESENTATIVE

Section 4.1 Power and Authority of Owner Representative.

(a) Except as explicitly otherwise provided in this Agreement, all of the activities of the Company shall be conducted, and all powers exercised, by and under the direction of Owner Representative or its designee. No Owner vote or approval is required for any Company decision or action unless this Agreement or applicable law expressly requires an Owner vote or approval. Without limiting the generality of the preceding sentences, it is expressly provided for emphasis that Owner Representative and its designee shall be the only persons authorized to: (i) legally bind the Company to contracts; (ii) represent the Company in any negotiation or legal proceeding; (iii) receive bills and notices on behalf of the Company; (iv) access and use Company funds; (v) undertake collection of funds owed to the Company by any person; and (vi) exercise all rights and remedies of the Company, including purchase and sale rights relating to the Owner's Property Interest pursuant to and in accordance with the Owner Documents.

(b) As the non-member manager of the Company, Owner Representative shall perform the services described on Schedule 1 attached hereto.

(c) All use of the Home shall be managed by Owner Representative or its designee. Owner Representative shall have the right to establish and alter the system by which usage rights and reservations are allocated among the Owners subject only to the following requirements: (i) all changes shall be fair and equitable amongst the Owners; (ii) Owner Representative shall provide notice to each Designated Owner of any material change to the system at least 14 calendar days before such change takes effect; and (iii) no change to the system shall invalidate or alter any existing Owner reservation. Neither this Agreement nor the ownership of a Property Interest, constitutes an arrangement, plan, or similar device where Owners receive ownership rights in, or the right to use, occupy or possess, the Home on a periodically recurring basis for a specific or discernible period of time during any given year.

(d) Access to the Home is governed by Owner Representative's or its designee's proprietary software, SmartStay, and each Owner agrees to honor the system set forth by Owner Representative through such software. Any failure to abide by the rules of such system, shall constitute a default of this Agreement and Owner Representative shall have the right to impose penalties on such violating Owner, in accordance with this Agreement, and the parties agree that any penalties for a violation of this Section 4.1(c) may include any incidental and consequential damages caused by such failure.

(e) Owner Representative shall have the absolute right, in its sole discretion, to establish and alter restrictions and requirements relating to pets, smoking, unaccompanied minors, parties and events, good neighbor code of conduct and other matters (the "Home Policies"), and Owner Representative shall provide notice to each

Owner of any material change to the Home Policies at least 14 days before such change takes effect. For the avoidance of doubt, no Owner vote or consent is required for Owner Representative to amend the Home Policies. Owner Representative is authorized to regulate all vehicular parking associated with the Home. However, Owner Representative is under no obligation to procure parking facilities or privileges. Should any Owner become unhappy with any aspect of a usage restriction or requirement imposed by Owner Representative, he/she/they shall discuss the matter with Owner Representative and Owner Representative shall attempt in good faith to respond to the concerns. All Owners are required to comply with the Home Policies and any failure to do so shall be a breach of this Agreement, in which case Owner Representative shall be entitled to enforce the remedies included herein, including the cancellation of existing Owner reservations The Owner acknowledges that the Building is subject to the French co-ownership regime (*régime de copropriété*). The Owner declares that it understands the consequences of such regime and shall comply with the co-ownership rules of the Building (*règlement de copropriété*)

(f) The Home is subject in all respects to all laws, covenants, conditions, restrictions, rules, regulations or other requirements (collectively, "Rules") adopted by the homeowner's association or other similar association or governing body with authority over the Home (the "HOA"). Each Owner acknowledges and understands that Owner Representative does not control the HOA and that availability and use of any amenities of the Home (such as pools, golf courses, tennis courts, trails, etc.), may be subject to the Rules set forth by the HOA and any change caused by the HOA. In no event shall Owner Representative be liable for each Owner's use or the HOA's restrictions on any such amenities (the "HOA Amenities"). Each Owner shall bear the costs (including any charges, damages or liabilities) arising out of or related to its use of any the HOA Amenities (unless otherwise agreed to in writing by and between Owner Representative and such Owner). In the event of an Owner default in any fees, assessments or payments required by the HOA, Owner Representative may, but is not obligated to, cure such monetary default. Each Owner may only use such the HOA Amenities associated with the Home while such Owner is an owner of a Property Interest. Upon the sale of an Owner's Property Interest to a buyer, then such Owner's right to use such HOA Amenities shall automatically be assigned to and assumed by the buyer of the Property Interest.

(g) The "Owner Storage Areas" are specific areas within the Home designated for such purpose by Owner Representative. If the Home includes Owner Storage Areas, each Property Interest shall be entitled to use at least one Owner Storage Area. Neither the Company nor Owner Representative, nor any agents or employee of either, shall be responsible for the loss or damage of any item stored in the Owner Storage Areas, and each Owner, for itself and its invitees, hereby waives any right he/she/they may have to seek recovery for such loss or damage regardless of the circumstances. An Owner or invitee may bring any item of personal property to the Home provided he/she/they remove it from the Home when he/she/they leave or, in the case of an Owner, stores it in his/her/their respective Owner Storage Area. Except as otherwise provided in this Section, any item left at the Home which is not in the Owner Storage Area may be removed or disposed of by (or at the request of) Owner Representative in its discretion without notice or responsibility, and any associated cost shall be paid by the applicable Owner. For the avoidance of doubt, Owner Representative does not guarantee that every Home will include Owner Storage Areas, as the design and features of the particular home will dictate availability. If the Owner Storage Areas for the Home are located in a space governed by the HOA, then such Owner Storage Areas shall be HOA Amenities and clause (f) shall apply to such Owner Storage Areas.

(h) Owner Representative shall have the sole right and responsibility to maintain the Design Program of the Home without any consent or approval from Owners. Owner Representative shall perform or arrange for and supervise, all maintenance, repair, refurbishment, replacement, improvement and disposal of the Home and SCI Personal Property in its sole discretion (provided that any fees and charges for such services shall be as set forth in Section 4.4). No Owner or Invitee may rearrange the layout of furniture and other personal property at the Home; if this rule is violated, the Owner who failed to leave the Home in its approved layout shall pay a fee to the Company which is reasonably related to the cost of restoring the layout, plus the cost of repair or replacement resulting from the original rearrangement or the subsequent layout restoration. No Owner or Invitee shall be permitted to remove from the Home any item of SCI Personal Property without Owner Representative's approval.

(i) No one shall use any part of the Home in a way that is noxious, illegal, seriously annoying or offensive to a person of reasonable and normal sensitivity. No activity may be carried on that adversely affects insurance coverage or rates on the Home. No Party shall do or permit anything to be done which will or may decrease the attractiveness, desirability or value of the Home as a whole. No Party shall violate any applicable law or any covenant, condition, restriction, rule, regulation or other requirement adopted by any Governing Association in connection with such Party's use or ownership of the Home. Leasing the Home is strictly prohibited. Each Owner understands that leasing the Home, even for very short periods of time, to visiting customers is prohibited under French law with the current use (*usage*) and destination (*destination*) of the Home and would expose the French SCI to significant sanctions (civil and criminal sanctions). The Owner shall indemnify and hold the French SCI, the Company, Owner Representative, each of their affiliates and all the other Owners harmless from any liability or loss resulting from the Owner's breach of this provision.

(j) Any third party may rely on a certificate of Owner Representative or its designee as conclusive evidence that Owner Representative's or its designee's execution of any instrument has been duly authorized by the Company, and that such instrument constitutes the legally binding obligation of the Company. No person dealing with the Company will be required to investigate the authority of Owner Representative or its designee or secure the approval or confirmation by any Owner of any act of Owner Representative or its designee in connection with the business of the Company.

(k) Notwithstanding anything to the contrary in this Agreement, the Owner Representative shall also have the power to amend this Agreement, without obtaining the consent or approval of any Owner in the following circumstances: (i) to attempt to ensure that the Property Interests are not deemed regulated investment securities or timeshare interests whose existence, sale or resale would violate any applicable law; (ii) to satisfy requirements of any lender providing acquisition financing to the Company or to an Owner, including, without limitation, in connection with any Company Debt, subject to all applicable legal requirements; (iii) to ensure that the terms of this Agreement are enforceable under the laws of the country and municipality in which the Home is located (with each Owner acknowledging that it is the intention of Owner Representative and each Owner that the terms set forth herein shall be enforceable against each party hereto), and (iv) to remedy clerical mistakes, omissions or ambiguities.

(l) In the event of a forced sale of a Property Interest following Default as more particularly described in Section 7.1, Owner Representative shall have the power to purchase the Property Interest for its own account, and then to resell such interest for its own account at a price of its choosing subject to the provisions of this Agreement, including Section 6.2(a), and any Company Debt, if applicable. Owner Representative may also force and/or undertake a sale of the Home under certain limited circumstances as more fully described in Section 7.1.

(m) Owner Representative is authorized to act on behalf of and represent the Company and/or Owners with respect to any claim, lawsuit, or legal action which may be commenced on behalf of or against the Company or the Owners as a whole. Owner Representative is authorized to negotiate a settlement on behalf of the Company and Owners. Any material settlement proposals will be presented to the Owners.

(n) With regard to any public or private meeting or proceeding involving the Company, the French SCI or the Home, so long as Owner Representative remains the non-member manager of the Company, and manager of the French SCI, as applicable, Owner Representative may represent the Company or the French SCI and may exercise decision making authority, cast votes on behalf of the Company or the French SCI, and bind the Company or the French SCI to agreements, to the same extent as the Company or the French SCI, as applicable, would be permitted to do so under this, provided Owner Representative acts in accordance with this Agreement. If any Owner receives notice of any public or private meeting or proceeding involving the Company, the French SCI or the Home, he/she/they shall provide a copy of such notice to Owner Representative within three days of receipt.

(o) Owner Representative may enter into necessary agreements and contracts for the benefit of the Company and the French SCI. The Company shall procure that the French SCI shall honor all agreements and contracts executed by Owner Representative in accordance with the terms and provisions of this Agreement as the agent of the French SCI for the operation, repair and upkeep of the Home. Where Owner Representative has executed such contracts for the upkeep, management and administration of the Home in conformity with the terms and provisions of this Agreement, the French SCI and, to the extent necessary, the Company shall be deemed to have ratified such agreements and contracts, and the Company and/or the French SCI, as applicable, will fully and completely perform all of its duties and obligations under such agreements for their entire term.

(p) Owner Representative or its affiliates or designated real estate brokers or sales agents shall have the right to use the Home, subject to any use and reservation procedures in place, for the purpose of marketing, conducting tours, and selling any outstanding Property Interests in the Company. Owner Representative may distribute or advertise marketing information about the Home and solicitation materials for Property Interests through print or digital means. Owner Representative shall have the right to bring prospective purchasers of Property Interests into the Home during reasonable hours and upon reasonable notice to Owners occupying the Home at the time of the tour. Upon such notice, any Owners occupying the Home shall vacate the Home (and shall not leave any pets unattended in the Home) and leave the Home in a neat and tidy state. Any failure to comply with this clause (p) shall be a breach of the Owner Documents and in addition to any other remedies set forth herein, Owner Representative shall have the right to charge the breaching Owner a monetary fee for such breach (which shall be collected as a Reimbursement Assessment).

(q) Owner Representative and its agents shall have the right to access the Home as necessary to provide the services described herein but shall use commercially reasonable efforts to exercise such right of access in a way that reasonably minimizes any interference with the Owner's use and enjoyment of the Home. Owners shall cooperate with such access rights and any failure to do so shall be a breach of this Agreement.

Section 4.2 Property Management. Owner Representative shall, on behalf of the French SCI, contract a property management company to manage the Home. The fees due to such property management company shall constitute Basic Expenses.

Section 4.3 Delegation of Owner Representative's Duties and Powers. Notwithstanding anything to the contrary in this Agreement, to the extent permitted by laws Owner Representative shall have the absolute right to delegate any and all of its powers and duties under this Agreement to other persons (including entities), any of whom may be affiliated with Owner Representative. Although no such delegation shall absolve Owner Representative from any obligation imposed upon it by this Agreement, Owner Representative shall not become responsible for any loss, damage or liability resulting from any breach, damage, negligence or intentional misconduct by any such delegee. Owner Representative may, in its sole discretion, hire, pay and supervise the necessary employees and/or subcontract for and supervise the necessary persons to perform the duties and responsibilities of Owner Representative. Owner

Representative, in its absolute discretion, may determine and cause to be discharged any employee or subcontractor so hired. It is specifically contemplated that Owner Representative may, at its option, subcontract some or all of the Services. Owner Representative may assign this Agreement in whole or in part so long as the assignee agrees, in writing, to assume and perform the terms and covenants of this Agreement. Upon a full assignment and assumption, Owner Representative shall automatically be released from any and all further obligations hereunder for the assigned term. Written notice of the assignment shall be delivered to each Owner at least 30 days before the assignment becomes effective.

Section 4.4 Fees.

(a) In consideration of the services provided by Owner Representative as the non-member manager of the Company, as set forth in this Agreement and as specified in Schedule 1 attached hereto (the "Services"), the Company shall pay an annual amount to Owner Representative (the "Owner Representative Fee") as compensation for the performance of the Services. Any additional services provided to the Company or any Owner(s) shall incur an additional charge ("Additional Services"). Any Additional Services shall in Owner Representative's sole discretion either (i) be performed by Owner Representative or its affiliate(s), in which case the Company (or the Owner(s)) shall pay to Owner Representative a commercially reasonable rate for such Additional Services or (ii) be subcontracted by Owner Representative to third party vendors or service providers, in which case the Company (or the Owner(s)) shall pay to Owner Representative the rate of such third party vendor or service provider for such Additional Services plus Owner Representative's oversight fee of (x) 18% of total compensation paid to such third party vendor or service provider for services or work provided in connection with a capital improvement project and (y) 15% of the total compensation paid to such third party vendor or service provider for all other projects, services or work. For the avoidance of doubt, the Owner Representative Fee does not include the Basic Expenses or other costs incurred in the operation of the Home, which costs shall be billed by the Company separately.

(b) Owner Representative shall have the right to increase the Owner Representative Fee effective at the beginning of each Fiscal Year and shall be indicated as such in the Home Operating Estimate for such Fiscal Year. The year-to-year increase of the Owner Representative Fee shall be capped at the greater of (i) 10% or (ii) the annual increase in the CPI. For the purposes herein, "CPI" means the CONSUMER PRICE INDEX for all Urban Consumers (All Items U.S. City Average 1982–84 equals 100), published by the Bureau of Labor Statistics, United States Department of Labor.

Section 4.5 Termination of Owner Representative. The Company, upon the vote of 100% of the Property Interests entitled to vote, may terminate Owner Representative as the non-member manager of the Company, provided it satisfies each of the following requirements: (i) either (A) the Designated Owners for at least 87.5% of the Property Interests entitled to vote agree that the Company shall be member managed by each Owner (i.e., self-managed), rather than manager-managed or (B) the Designated Owners for at least 87.5% Property Interests approve the replacement for Owner Representative and such replacement agrees in writing to assume all of the responsibilities imposed upon Owner Representative by this Agreement for a term of at least one year; (ii) the Designated Owner for at least 87.5% of the Property Interests entitled to vote agree upon a usage rights and reservations allocation system, and on restrictions and requirements relating to pets, smoking, unaccompanied minors, parties and events, and similar matters; and (iii) the Designated Owners for all Property Interests sign a written notice declaring that all preconditions imposed by this Section 4.5 have been satisfied, and provide such notice to Owner Representative and to each Owner not less than 90 calendar days before the termination will take effect. Notwithstanding the foregoing, if there is Company Debt in place for which Owner Representative has provided a guaranty and/or Owner Representative is then providing an Assessment Guaranty, Owner Representative may not be terminated for any reason except an "Owner Representative Default" (defined below), in which event the termination shall not be effective unless and until, in addition to the other requirements and conditions contained in this Section 4.5, (x) each lender holding financing secured by a Lien on the Home agrees in writing to approve the replacement for Owner Representative, and to release the previous Owner Representative from any and all obligations that it then has to the lender and (y) the Designated Owners for all Property Interests sign a document that, on behalf of the Company, fully and forever releases Owner Representative from all management and guarantee obligations that they have under this Agreement and any other Owner Documents. "Owner Representative Default" shall mean a failure by Owner Representative to perform any material term, covenant or condition contained in this Agreement which failure is not cured (or Owner Representative has not commenced and is not diligently pursuing such cure) within 90 days.

Section 4.6 Actions Requiring Owner Vote. One of the primary purposes of the Company's organizational structure is to shift the responsibility for managing and operating the Company, the French SCI and the Home from the Owners to an experienced and professional manager. To ensure that this purpose is accomplished throughout the existence of the Company, and thereby protect those Owners who have acquired their Property Interests believing that the Home would be professionally operated according to first class standards, this Agreement is designed to prevent any Owner individually, or any subgroup of Owners collectively, from interfering with Owner Representative's or its designees' operation or control of the Company or the Home. Those matters over which Owners are entitled to exercise control are listed below; all matters not listed below shall be within the sole power of Owner Representative or its designee.

(a) The Owners may replace Owner Representative provided they first satisfy each of the requirements imposed by Section 4.5.

(b) A Special Assessment for Discretionary Repairs/Improvements costing $80,000 or less in the aggregate in any Fiscal Year must be approved by the Designated Owner for at least 51% of the Property Interests entitled to vote. A Special Assessment for Discretionary Repairs/Improvements costing in excess of $80,000 in the aggregate in any Fiscal Year must be approved by the Designated Owner for at least 87.5% of the Property Interests entitled to vote.

(c) Any proposal to repair a Casualty, as defined in Section 7.1, must be approved by the Designated Owner for at least 62.5% of the Property Interests entitled to vote.

(d) Any proposal by Owner Representative to materially change the Design Program of the Home must be approved by the Designated Owner for at least 87.5% of the Property Interests entitled to vote and by Owner Representative.

(e) Except as otherwise provided in Section 7.1, a sale of the Home must be approved by the Designated Owner for all Property Interests.

(f) Any loan secured by the Home, other than Company Debt entered into pursuant to and in accordance with this Agreement, must be approved by the Designated Owner for at least 87.5% of the Property Interests entitled to vote.

(g) Owner Representative has limited power to amend this Agreement without Owner consent or approval, as set forth in Section 4.1(h). All other amendments require Owner approval as follows:

(i) Changing the method of allocating any expense among the Owners must be approved by the Designated Owner for all Property Interests.

(ii) Changing any provision of this Agreement in a way that would effectively diminish the power and authority of Owner Representative, other than a removal and replacement of Owner Representative (which shall be governed by Section 4.5), must be approved by the Designated Owner for all Property Interests.

(iii) Changing any provision of this Agreement in a way that would effectively change the number of Property Interests required to approve or disapprove an action must be approved by the number of Designated Owners that are needed to approve or disapprove the action.

(iv) Except as otherwise provided above, this Agreement may be amended with the approval of the Designated Owner for at least 75% of the Property Interests entitled to vote.

Section 4.7 Procedure for Owner Vote. All Owner decisions shall be made in writing (which writing may be submitted electronically, including via email, but may not be submitted via text message). With the exception of a proposal to terminate Owner Representative, all votes shall be called in Owner Representative's sole discretion. Should Owner Representative wish to solicit a vote on a matter over which Owners are entitled to exercise control, Owner Representative shall prepare and distribute to the Designated Owners a written description stating clearly and unambiguously the matter to be voted upon and the deadline for return of votes. Owner Representative shall establish the voting deadline for any vote in its sole but reasonable discretion. Designated Owners shall timely send their vote to Owner Representative, who shall notify the Designated Owners of the result of the vote as soon as reasonably possible after the voting deadline. In the event that a Designated Owner fails to respond by such deadline, the vote of that Designated Owner will not be counted in determining the approval or denial of the matter.

Section 4.8 No Compensation for Services. Under no circumstances shall a Party be entitled to any reimbursement from the Company, the French SCI or from another Party for any expenditure of time or money related to the Home or the Company unless such expenditure has been specifically authorized by this Agreement or explicitly approved by the Company as provided in this Agreement.

Section 4.9 No Work by Owners. No Owner or Party may perform repairs or alterations of any kind at the Home, including "minor" repairs or changes to any furniture, fixtures or equipment, without the explicit advance approval of Owner Representative.

Section 4.10 Owner Communication. All Parties agree that, in general, communication between Owners and Parties shall be handled by Owner Representative. Specifically, when a Designated Owner wishes to communicate orally or in writing with another Owner, such Designated Owner shall provide a request to Owner Representative, and Owner Representative shall then facilitate the communication if and to the extent that Owner Representative deems appropriate. For the avoidance of doubt, Owner Representative will not disclose Owners' identities or any contact information of an Owner or any Party to any other Owners or Parties. Notwithstanding the foregoing, in the event of a proposal to replace Owner Representative in accordance with the terms of this Agreement, if Owner Representative shall fail to facilitate a vote of the Owners regarding such proposal, the requesting Owner shall have the right to receive the contact information of each Designated Owner for the sole purpose of conducting such vote. If the vote fails to pass, the requesting Owner shall not use or distribute the contact information of the Designated Owners for any further purpose and to do so shall be a breach of this Agreement. If Owner Representative is replaced pursuant to a vote of the Owners in accordance with this Agreement or is otherwise no longer serving as the non-member manager of the Company, upon the effectiveness of such termination, Owner Representative shall distribute the roster of Owners, including each Owner's contact information, to all Owners.

ARTICLE V. FINANCING

Section 5.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"**Company Debt**" means, collectively, loans obtained by or on behalf of the Company or the French SCI to acquire and/or equip the Home (through the French SCI) and/or to allow Owners to pay less than the full purchase price of their Property Interests in cash at the time of purchase which may be agreed to through a separate financing agreement (a "**Financing Agreement**"). Company Debt may include loans secured by the French SCI, whether at the time of acquisition or at a later date and any refinancings thereof.

"**Credit Agreement**" means the agreement(s) by and between Lender(s) and the Company and/or the French SCI, which describes the terms of the Company Debt.

"**Financing Assessment**" means any amounts owed by Owner with respect to Company Debt whether pursuant to a Credit Document or Financing Agreement.

Section 5.2 Each Owner agrees that Owner Representative is authorized to (a) obtain Company Debt on behalf of the Company and/or the French SCI on such terms as are mutually acceptable to Owner Representative and the Lender without any consent or approval from any Owner; (b) execute all promissory notes, instruments, agreements, contracts, certificates, representations, conveyances, deeds of trust, deeds, mortgages, security agreements, collateral assignments, pledges of the equity interests in the Company and/or the French SCI and other documents (collectively including the Credit Agreement, the "Credit Documents") to and in favor of the Lender required by the Lender in connection with such Company Debt without any consent or approval required of any Owner; and (c) grant liens and make collateral assignments to, and in favor of, the Lender in any or all of the Home and/or the Company and/or the French SCI and the Obligations to secure all obligations owed to the Lender under the Company Debt without any consent or approval required of any Owner.

Section 5.3 For so long as Owner Representative remains the non-member manager of the Company, the Assessment Guaranty (as defined in Section 8.1(f) shall apply to all Financing Assessments. The Owners understand and acknowledge that replacement of Owner Representative as the non-member manager of the Company will terminate the agreement under which Owner Representative or its affiliate guarantees payments of Company Debt, and such termination will not be permitted without the full repayment, or consent, of all Lenders holding Company Debt. Owners who are not subject to Credit Documents or Financing Agreements are not obligated to contribute funds for service and repayment of the Company Debt.

Section 5.4 Each Owner hereby acknowledges and agrees that such Owner is benefitted by the existence of the Company Debt, whether or not such Owner is party to Financing Agreement. The Assessment Guaranty, the right of the Company to foreclose upon and sell Property Interests in Default, the power of Owner Representative to force a sale of the Home if multiple Property Interests are simultaneously in Default and the method for distributing proceeds through the French SCI upon a sale of the Home are all designed to limit the risk that any Owner will suffer a disproportionate share of the loss under the vast majority of circumstances. Nevertheless, the existence of Company Debt creates a remote possibility that extraordinary circumstances could result in a one or more Owners experiencing a disproportionate loss. Each Owner hereby acknowledges and agrees that any lien, mortgage or deed of trust granted to the Lender securing the Credit Agreement and the other Credit Documents and all supplements, amendments, modifications, renewals, replacements and extensions thereof and thereto shall unconditionally be and remain at all times a lien on the Home prior and superior to any and all rights that such Owner may have or hereafter acquire regarding the Home and all rights of occupancy that such Owner may have thereto whether pursuant to this Agreement or otherwise. Any estate, lease, license or other right of occupancy that such Owner may now have or hereafter acquire shall be and shall remain at all times subject and subordinate to the lien of the mortgage or deed of trust and to any renewals, modifications, consolidations, replacements and extensions of the mortgage or deed of trust to the full extent of the obligations now or hereafter secured by the mortgage or deed of trust. As stated above, there is a remote possibility of a foreclosure by the Lender and in such event, each Owner will lose any and all rights that such Owner may have or hereafter acquire regarding the Home and all rights of occupancy that such Owner may have thereto whether pursuant to the Operating Agreement, this Agreement or otherwise. Each Owner, whether or not such Owner is subject to any Company Debt or Financing Agreement, hereby waives any potential claims against the Lender, including, without limitation in connection with Lender's exercise of its rights and remedies under the applicable Credit Documents.

Section 5.5 The remedies described in the Owner Documents for nonpayment of Assessments shall be in addition to those described in each Credit Document and Financing Agreement and, in the event of any inconsistency between this Agreement and the Credit Document or applicable Financing Agreement, the latter shall control.

ARTICLE VI. TRANSFERS OF PROPERTY INTERESTS

Section 6.1 Transfer Restrictions and Requirements.

(a) Since ownership in the Company involves both an ongoing financial commitment and shared use of the Home through the SCI, the Parties have agreed to impose certain controls over the transfer of Property Interests and the admission of Owners as described in this and the following Sections. Accordingly, no Party shall transfer any portion of a Property Interest except as provided in this Agreement. Any purported transfer in violation of this Agreement shall be void and will not be recognized by the Company.

(b) No Owner shall transfer a Property Interest until the date on which all eight (8) initial Property Interests in the Company have been sold.

(c) The Parties have agreed to prohibit any fragmentation of Property Interests that would create a situation under which the Company would have more than the number of Property Interests authorized by this Agreement. If a portion of a Property Interest is transferred by reason of death, divorce, incapacity, or other cause, regardless of any written or oral arrangement that may exist among some or all of the persons holding any rights to the Property Interest, the terms of Section 2.2 shall apply.

(d) No person other than the Company or Owner Representative (or any of its affiliates) may directly or indirectly own or control more than half of the Property Interests authorized by this Agreement. Owner Representative shall have the power to determine, in its sole and absolute discretion, whether a proposed transfer would result in a person violating this restriction. If Owner Representative makes such a determination, it shall provide notice to the intended transferee stating the basis for the decision.

(e) The provisions of this Section 6.1 are intended to protect the Company, Owner Representative, and the Parties, from liability that might arise if a criminal became a Party, or if a person acquired an interest using ill-gotten or concealed funds, or if a Property Interest were acquired by someone who is unlikely to be a reliable financial partner. Before completing any voluntary transfer of a Property Interest, Owner Representative shall conduct its standard diligence procedures including a background check of the proposed transferee and the Designated Owner for such Owner must provide to Owner Representative all information that Owner Representative reasonably requests concerning the proposed transferee, including identity, legal residence, source of funds (if any) to be used for the interest being acquired, income, and financial resources. Within seven calendar days of receipt of all requested information, Owner Representative shall provide notice to the

Designated Owner of the approval or disapproval of the transfer and, in the case of disapproval, of the basis for such disapproval.

(f) Each transferee of a Property Interest must sign and deliver a reconveyance of property interest, and any other document that Owner Representative reasonably requires to be signed by new Owners as of the date that the transfer occurs. It shall be the responsibility of the transferor to ensure that the signature requirements of this subsection are satisfied. Each transferor shall be liable for all losses, damages, costs and expenses, including attorneys' fees, resulting from such transferor's failure to ensure that his/her transferee has executed all documents required by this subsection either prior to, or contemporaneously with, the transfer and such obligation shall survive any attempted transfer. This Section shall not be deemed to impose any responsibility or liability on a person whose interest has been transferred as a result of such person's own death or judicially declared incapacity, but shall be deemed to impose responsibility and liability on any successor to such person, including any trustee, receiver, executor, conservator, or similar person. Notwithstanding any transfer of a Property Interest pursuant to this Article VI, the applicable transferor shall remain liable for all covenants, obligations and liabilities of such transferor under the Owner Documents arising or accruing prior to the date the transfer occurs.

(g) Prior to any transfer of a Property Interest, the transferor must (i) pay any Assessments that are incurred prior the date of such transfer, including those not yet due and payable, (ii) pay a prorated amount of Assessments that will be due for any partial month occurring prior the transfer of the Property Interest and (iii) execute and deliver all documentation required by Owner Representative and/or any Lender to affect such assignment and assumption. For the avoidance of doubt, any costs that have been approved by a vote of the Owners must be paid by a transferor prior to the transfer of the Property Interest.

(h) A transfer made in violation of this Article VI shall not be recognized as valid by the Company, meaning: (i) the intended transferee shall have no rights under this Agreement, and no rights relating to the Home or the Company; and (ii) Owner Representative and the Company shall consider the intending transferor to still hold each of the purportedly transferred rights and obligations.

Section 6.2 Market Sale Restrictions. An Owner who wishes to sell a Property Interest (a "Reselling Owner") must comply with the requirements of this Section 6.2.

(a) Before offering any Property Interest for purchase, the Reselling Owner shall provide to Owner Representative who shall, in turn, provide to each non-selling Designated Owner, a notice that a Property Interest is available for purchase (a "Sale Notice"). Each Owner and Owner Representative or its affiliates shall have the right to purchase the Property Interest on the terms and conditions set by the Reselling Owner by providing notice to Owner Representative of the intent to purchase (a "Notice of Intent") within five calendar days of the date of the Sale Notice. If more than one Designated Owner provides a Notice of Intent, Owner Representative shall notify the Owners who submitted a Notice of Intent that there are multiple offers for the Property Interest and such Owners may submit counteroffers for the Property Interest. The Reselling Owner shall determine the purchaser. If Owner Representative provides a Notice of Intent, it shall be the purchaser only if no Designated Owner timely provides a Notice of Intent. Any Notice of Intent shall create a legally binding obligation to complete the purchase on the terms and conditions agreed upon by the Reselling Owner and the purchasing Owner no later than 30 calendar days following the date of the Sale Notice. If neither Owner Representative (or its affiliates) nor any Designated Owner timely provides a Notice of Intent, the Reselling Owner may generally proceed with the sale without giving any further notices or purchase rights to Owner Representative (or its affiliates) or the other Owners; provided, however, that if Reselling Owner reduces the price of the Property Interest by 10% or more from what the Reselling Owner offered to the other Owners and Owner Representative (and its affiliates) or if the Reselling Owner has not entered into an agreement for the purchase of the Property Interest within 180 days following the date of the Sale Notice, the Reselling Owner must restart the procedure described above beginning with a new Sale Notice.

(b) Unless the Reselling Owner's Property Interest is sold to another Owner or to Owner Representative or one of its affiliates under the provisions of Section 6.2(a), the Reselling Owner must enter into an exclusive listing agreement with Owner Representative. Owner Representative may provide to the Reselling Owner a suggested sale price for the Property Interest but the sale price shall ultimately be determined by the Reselling Owner in his/her sole discretion. A sales commission of 6% of the sale price shall be payable to Owner Representative upon the sale even if Owner Representative is not the procuring cause of the buyer. If (an)other Owner(s) has/have Property Interest(s) listed for sale for the same purchase price on the date the Reselling Owner enters into the listing agreement, the sale of the Reselling Owner's Property Interest shall be delayed until all previously listed Property Interests offered at such purchase price are sold.

Section 6.3 Capital Gains and Transfer Taxes. When all or any interest in a Property Interest is transferred, regardless of whether the transfer is voluntary or involuntary, the Owner of the Property Interest shall be required to pay, at the time of the transfer, any and all taxes and fees due as a result of the transfer and Reselling Owners are advised to consult with their tax advisors regarding any such taxes and fees. The requirements imposed by the preceding sentence shall apply in the case of a sale, a gift, an inheritance, and a forced transfer of any type following a Default under this Agreement or under any loan secured by a Property Interest. Both the transferor and the transferee shall be liable for all losses, damages, costs and expenses, including attorneys' fees, incurred by the Company or any Owner, resulting from the failure to pay all such taxes and fees, except if the transfer results from the death of a Party, in which event the liability imposed by this Section shall be imposed on the transferee. Owner Representative, acting on behalf of the Company, may refuse to recognize the transfer of any Property Interest unless Owner Representative receives documentary evidence that all taxes and fees have been paid.

ARTICLE VII. SALE OF ENTIRE HOME AND DISSOLUTION

Section 7.1 Forced Sale of The Home.

(a) **Pre-Conditions for Forced Sale**. A sale of the entire Home by the French SCI as described in this Section 7.1 may be triggered by (i) Owner Representative at any time if: (A) there are simultaneous Owner Defaults as described in Section 7.1(b) (a "Default-Triggered Sale"); or (B) there has been sudden and unexpected physical damage to the Home for which the out-of-pocket cost of restoration and/or repair (i.e., any amounts not covered by insurance) would exceed $100,000 (a "Casualty") and such repair costs fail to receive the number of votes required by Section 4.6 (a "Damage-Triggered Sale"); (ii) the Owners upon the affirmative votes of the Designated Owner for all Property Interests (an "Owner-Triggered Sale"); or (iii) or an event of default under any applicable Credit Documents.

(b) **Initiating a Forced Sale**.

(i) Owner Representative may commence a Default-Triggered Sale, by giving notice to the Company and the Owners (the "Default-Triggered Sale Notice") if: (A) three or more Property Interests have simultaneously been in Default for a period of 90 calendar days; or (B) the Company, Owner Representative or its designees has been simultaneously holding, for a period of 90 calendar days, three or more Property Interests acquired using the enforcement provisions of the Owner Documents.

(ii) Owner Representative shall commence a Damage-Triggered Sale by providing to the Company and each Designated Owner notice of Owner Representative's intention to commence such sale, and such notice shall include reasonable documentation establishing satisfaction of the preconditions described in this Section 7.

(iii) Upon receipt of ballots from Designated Owners for all Property Interests, Owner Representative shall commence an Owner-Triggered Sale by providing notice to the Company and each Designated Owner.

(c) **Prevention of Default-Triggered Sale**. The Owners may prevent a Default-Triggered Sale by fulfilling the following requirements within 30 calendar days following the date of the Default-Triggered Sale Notice, or at any time before the French SCI enters into a purchase contract for the Home: (i) for at least one Property Interest then in Default, securing a written commitment under which a person or persons agree to acquire the Property Interest and assume all of the obligations of the Property Interest under this Agreement (provided, however, that the acquisition of the Property Interest must be consummated within 30 days); or (ii) if applicable, paying to Owner Representative all outstanding amounts advanced by Owner Representative, including all costs and fees incurred by Owner Representative in connection with fulfilling or exercising its obligations and rights under this Agreement.

(d) **Marketing and Sale of the Home**. In the event the terms of this Agreement require the Home to be sold, Owner Representative shall sell through the French SCI the Home for as much as reasonably possible given the fair market value and other circumstances to be considered in the Owner Representative's reasonable discretion.

Section 7.2 **Dissolution**. The Company shall dissolve only upon either (i) sale of the Home and subsequent dissolution of the French SCI or (ii) the entry of a decree of judicial dissolution. No other event shall trigger dissolution. The Company shall give written notice of the commencement of the dissolution to each of its known creditors. After determining that all the known debts and liabilities of the Company have been paid or adequately provided for, the remaining assets shall be distributed to the Owners, allocated among them as described in Section 7.3.

Section 7.3 **Distribution of Proceeds**. Except as otherwise specifically provided in this Agreement, no income or proceeds from the operation or sale of the Home through the French SCI shall be distributed to any Owner unless and until the Company has been dissolved under Section 7.2. Assets remaining at the conclusion of the dissolution process shall generally be allocated equally among the Property Interests. Absolutely no other basis for allocation shall be used or taken into account, including the amount an Owner paid for such Owner's Property Interest. Upon any sale of the Home, all amounts owed by each Owner pursuant to any Company Debt or any Financing Agreement shall become immediately due and payable. Any proceeds allocated to a particular Property Interest under this Section shall be offset against any outstanding obligations of the Property Interest under this Agreement, including any outstanding amounts under any financing agreement entered into by the applicable Owner (including amounts owed immediately prior to the sale of the Home), which amounts shall be distributed evenly among the Owners who were not subject to any Company Debt or Financing Agreement immediately prior to the sale of the Home.

ARTICLE VIII. DEFAULT

Section 8.1 **Default and Enforcement.**

(a) **Special Definitions**. The following initially capitalized nouns have the meanings set forth below when used in this Agreement: (i) "Collateral" means, with respect to any Owner, all right, title and interest of such Owner in the Company; (ii) "Defaulting Owner" means an Owner who is in Default; and (iii) "Default" means any violation or breach of this Agreement or any Owner Documents or, if Owner owns any other property interest(s) in a home for which Owner Representative or any of its affiliates serves as the non-member manager, any violation or breach of the owner documents governing such other property interest(s) (the "Other Owner Documents"), beyond any applicable cure periods.

(b) **Loss of Rights**. While a Default is continuing, the Defaulting Owner shall automatically lose: (i) all usage rights for the Home; (ii) all voting and decision-making rights and powers; and (iii) in the event of a Default-Triggered Sale, the right to receive any distribution of proceeds following the sale of the Home (and all such proceeds shall instead be distributed to Owner Representative, in exchange for Owner Representative's covenants to pay amounts owed by Defaulting Owners).

(c) **General Rights and Remedies**. Following Default, the Company and Owner Representative, on behalf of the Owners, shall be immediately entitled to any remedy described in this Agreement or available at law or equity, serially or concurrently. The pursuit of any of these remedies is not a waiver of the right to subsequently elect any other remedy. If a "Default" as that term is defined under any other Owner Documents or Other Owner Documents has occurred, then it shall constitute a Default under this Agreement. A Default under this Agreement shall constitute a "Default" (as that term is defined) under any other Owner Documents or Other Owner Documents. Owner Representative shall exercise prudent business judgment in determining whether, when and how to enforce the Owner Documents and may take such reasonable action as may be necessary to comply with, or cause all persons using the Home to comply with, the same, and enforce by legal means the provisions thereof. Owner Representative shall have all of the rights and powers to enforce and/or remedy any violations of the Owner Documents or to pursue such legal remedies as Owner Representative may deem appropriate. A failure by Owner Representative to enforce any provision of the Owner Documents on one or more occasions shall not be deemed a waiver or estoppel of the Company's right to enforce a similar or other violation. Although each Owner shall generally have a right of action against Owner Representative for failure to comply with this Agreement or applicable law, no such action may be based upon Owner Representative's decision regarding whether, when and how to enforce this Agreement. The enforcement powers described herein, including the pursuit of legal remedies are the exclusive right of Owner Representative and may be exercised in Owner Representative's discretion. No Owner shall have a right of action against another Owner for failure to adhere to the Owner Documents. The Company, or Owner Representative on its behalf, may file a lien against an Owner's Property Interest should such Owner fail to pay any Assessments pursuant to the Operating Agreement and may take such other action as is permitted by the Owner Documents, in the name of or as agent of the Company. Owner Representative may compromise liens in such amount(s) as it deems advisable, in its sole discretion, and may satisfy liens of record and render statements as to the current status of an Owner's account.

(d) **Enforcement Procedures**.

(i) When Owner Representative intends to take enforcement action against a Defaulting Owner, it shall provide to the Owner a "Notice of Possible Enforcement Action" that shall include: (a) a description of the alleged nonpayment or other violation; (b) a list of payments required, and other actions (if any) that the Defaulting Owner must take, that would cure the alleged violation and avoid enforcement action; and (c) a description of the proposed enforcement actions including, where applicable, a statement that the Defaulting Owner's Property Interest will be subject to purchase, or to public or private sale. The Defaulting Owner must then demonstrate to Owner Representative, with verifiable written records, within 14 calendar days from the date of the Notice of Possible Enforcement Action, that he/she has either: (1) performed each of the cure actions described in the Notice of Possible Enforcement Action; or (2) paid, under protest, the full outstanding balance of any Obligation and initiated the dispute resolution procedures described in the Operating Agreement. To ensure that the Company always has the funds it needs to pay its bills and maintain the Home through the French SCI, no Owner is permitted to delay payment of a disputed obligation until after the dispute is resolved; rather, an owner who wishes to dispute the amount or propriety of an obligation may only do so <u>after</u> paying the full outstanding balance. The Owner may then seek reimbursement of the disputed amount through the dispute resolution process.

(ii) If the Defaulting Owner neither timely performs all cure actions, nor timely initiates the dispute resolution procedures, the Owner shall be deemed to be in "Default" beginning on the 14th calendar day after the date of the Notice of Possible Enforcement Action. Owner Representative may then pursue any or all of its Default remedies. In addition, beginning on the 15th calendar day after the date of the Notice of Possible Enforcement Action, simple interest shall begin to accrue on the outstanding balance owed. The interest shall accrue at the annual rate of 10%, or the maximum rate allowed by law, whichever is less.

(iii) Initiating the dispute resolution procedures (after paying any disputed Obligation under protest) triggers a "Stay" of further enforcement actions pending the outcome of the dispute resolution process. If the Defaulting Owner commits an additional violation while a Stay is in place for the original violation, whether the subsequent violation involves the same or different acts or omissions: (a) Owner Representative may respond to the new violation as if no Stay were in effect; (b) the Defaulting Owner shall receive a Stay with regard to the new violation only if the Defaulting Owner agrees to submit it to the already pending dispute resolution process; and (c) the Stay of the new violation shall end simultaneously with the Stay of the original violation. All Stays automatically end if the Defaulting Owner ceases to actively pursue and/or participate in the dispute resolution process in a manner clearly indicating that the Defaulting Owner wishes to conclude the dispute resolution process as quickly as possible.

(e) **Cross Default**.

(i) If a "Default" as that term is defined under any other Owner Documents has occurred, then it shall constitute (1) a Default under this Agreement and (2) a default under any owner documents governing any other property interest(s) Owner may own in a home managed by Owner Representative or one of its affiliates (the "Other Owner Documents").

(ii) If a Default has occurred under this Agreement, then it shall constitute a default under (1) any other Owner Documents and (2) any Other Owner Documents.

(iii) If a "Default" as that term is defined under any Other Owner Documents has occurred, then it shall constitute (1) a Default under this Agreement and (2) a default under any other Owner Documents.

(f) **Assessment Guaranty**. When a Defaulting Owner fails to fully pay an Assessment within 30 days of its due date, Owner Representative or its affiliate will pay the Assessment to the Company on the Defaulting Owner's behalf (the "Assessment Guaranty"). The Assessment Guaranty shall automatically terminate if the Company replaces Owner Representative in accordance with this Agreement. Interest on the unpaid Assessment shall accrue and be payable to by the Defaulting Owner to Owner Representative notwithstanding Owner Representative's payment of the Assessment. In addition, Owner Representative shall have the right to collect from any Defaulting Owner all costs and expenses incurred by it in its attempt to collect funds paid by it under the Assessment Guaranty, and to enforce its rights against the Defaulting Owner.

Section 8.2 **Lender Protection**. The terms and conditions of this Section 8.3 shall supersede any contrary provisions contained anywhere in this Agreement to the extent that they conflict with the provisions of this Section. The Company subordinates its Lien in each Property Interest, and each Owner subordinates its ownership interest, occupancy rights and any other rights as an Owner, to any valid and perfected Lien on the Home in favor of a Lender. No action taken by the Company or Owner Representative to enforce an obligation imposed by this Agreement, including purchase or sale under Section 7.1, shall diminish, undermine or in any way affect the rights of any Lender. A Lender shall not be subject to the mediation and arbitration provisions of this Agreement with respect to disputes arising as a result of any of the provisions that relate to the rights or obligations of such Lender under the Lender's loan documents or this Agreement. Owner Representative is hereby authorized to take any action with respect to the Company and the Home to the extent that such action is required by the Company Debt and Credit Documents, so long as the Company Debt and Credit Documents comply with the terms hereof. In the event that a Lender, in order to secure its Lien, requires (i) an amendment or modification to this Agreement, Owner Representative is authorized to execute such amendment or modification on behalf of the Company or (ii) a signed instrument by each Owner to confirm its consent to the Company Debt or the Lien on the Home in favor of Lender, each Owner is hereby obligated to sign and deliver such instrument and any failure to do so shall constitute a breach of this Agreement. By Owner's joining to this Agreement, each Owner expressly authorizes and appoints Pacaso as his or her attorney-in-fact, to execute any and all such instruments or documents required by a Lender. The power of attorney created hereunder is coupled with an interest and shall be irrevocable.

ARTICLE IX. DISPUTE RESOLUTION

Section 9.1 Arbitration. The parties to this Agreement recognize that litigation is expensive and disruptive to their shared use, maintenance and disposition of the Home. Accordingly, the parties to this Agreement (referred to in this Article IX as "Party" or "Parties") agree that all Disputes (as defined in Section 9.1(b)(iv), below) that arise out of or relate in any way to this Agreement, the Home and any service provided to any Owner pursuant to this Agreement shall be resolved according to the following procedures. The Parties further agree and understand that this Dispute Resolution provision requires arbitration of all Disputes that cannot be resolved otherwise between the Parties and that by agreeing to mandatory, binding arbitration, THE PARTIES UNDERSTAND THAT ALL DISPUTES ARISING HEREUNDER WILL BE RESOLVED BY A NEUTRAL ARBITRATOR INSTEAD OF A COURT AND/OR JURY AND THAT THE PARTIES ARE WAIVING ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION AS SET FORTH MORE FULLY BELOW. For purposes of this Article IX, the terms "You" and "Your" means any signatory to this Agreement.

(a) **Notice of Dispute/Informal Resolution Process**. If You have any Dispute with any other Party, then You agree to provide a written "Notice of Dispute" to all Parties. Your Notice of Dispute shall include, at a minimum, the Party or Parties with whom you have a Dispute and a description of Your Dispute. Your description must contain enough detail for all other Parties to consider your Dispute and formulate a response to it. The Parties agree that they will negotiate among themselves in good faith for a period of not less than 60 days from the date of the written Notice of Dispute in a bone fide effort to resolve the Dispute (the "Informal Resolution Process"). The Parties understand and agree that compliance with this Section 9.1(a) is a mandatory condition precedent to filing a notice of arbitration pursuant to paragraph (b), below, and Your failure to participate in the Informal Resolution Process in good faith will result in the dismissal of any arbitration demand that You file.

(b) **Binding Arbitration**. If the Parties are unable to resolve the Dispute pursuant to the Notice of Dispute/Informal Resolution Process set forth in paragraph (a), above, then the Parties agree that the Dispute will be resolved by binding arbitration pursuant to the procedures set forth below:

(i) Governing Law. The parties agree that the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 et seq., including its procedural rules (subject to the AAA rules referenced in paragraph (b)(ii), below), will govern this agreement to arbitrate and the Dispute. To the extent that the FAA requires the application of state law to any issue arising in the arbitration, the law of the state where the Home is located will apply.

(ii) American Arbitration Association/Procedures. The arbitration will be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules unless the AAA determines that its Commercial Arbitration Rules apply due to the nature of the Dispute. The AAA Consumer Arbitration Rules and the Commercial Arbitration Rules can be found at www.adr.org or by calling the

AAA at 1-888-855-9575, or 844-241-1773 if You are self-represented. The arbitrator will be appointed by the AAA pursuant to its Consumer Arbitration Rules.

(iii) Location of Arbitration. At the option of the Parties, the arbitration shall be conducted either virtually, in the city with a population of at least 500,000 that is closest to the Home or at any other locations that the Parties may agree upon in writing. If the Parties are unable to agree on a location, then the arbitration will be held virtually unless the arbitrator decides otherwise. If the amount in controversy is $25,000 or less, then the Parties agree that the arbitrator will conduct a documents only arbitration and will issue an award based solely on the documentary submissions of the Parties.

(iv) Scope of Arbitrable Disputes. This agreement to arbitrate governs any and all Disputes of any nature whatsoever that arises among the Parties. For avoidance of doubt, the Parties intend that "Dispute" have the broadest possible meaning that can be enforced and includes, without limitation, any and all disputes, claims and/or controversies among the Parties or any of their employees, agents, assigns, predecessors or successors, whether based in contract, statute, regulation, ordinance, or tort (including fraud, negligence, fraudulent inducement and misrepresentation), and that arise out of or in any way relate to the interpretation and/or enforcement of this Agreement, the Home, any services provided by any Party in relation to the Home, or any other type of Dispute that refers to or relates in any way to this Agreement, without regard to when the Dispute accrued. The Parties intend to delegate all threshold issues of arbitrability to the arbitrator for decision and therefore expressly agree that term "Dispute" includes any issue pertaining to the scope, enforceability and/or interpretation of this agreement to arbitrate.

(v) Class Action Waiver. **THE PARTIES AGREE THAT ARBITRATION WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION.** The Parties further agree that they will not consolidate any claim with the claims of others unless all Parties agree to such consolidation in writing. If applicable law precludes the enforcement of any portion of this paragraph as to any particular remedy (including public injunctive relief), then a claim seeking that remedy (and only that remedy) will be severed from the arbitration and may be brought in court.

(vi) Exceptions to Arbitration. The only exceptions to this binding, mandatory arbitration agreement are as follows: (1) matters subject to the jurisdiction of the appropriate small claims court; (2) matters that are within the jurisdiction of the probate or domestic relations court; (3) an action to record a lis pendens or for an order of attachment, receivership, injunction or other provisional remedy. Pursuing the matters set forth in subparagraph (3) of this section shall not constitute a waiver of the right to pursue any remaining arbitrable claims in arbitration. The parties may pursue Disputes that fall within this paragraph (vi) in a court of competent jurisdiction or in arbitration.

(vii) Confirming an Award. Any Party may seek to confirm a final arbitration award in a court of competent jurisdiction.

(c) **Survival.** This Article IX shall survive the termination of this Agreement.

ARTICLE X. SECURITY INTEREST

Section 10.1 Creation of Security Interest. Each Owner hereby pledges and assigns to Owner Representative and grants to Owner Representative a security interest in and Lien upon all right, title, and interests of such Owner in and to the Owner's Collateral, to secure the Obligations of such Owner to the Company and/or Owner Representative, which obligations are guaranteed by Owner Representative in accordance with this Agreement. In addition, to the extent that applicable law requires each Party comprising an "Owner" to grant a security interest in its interest in a Property Interest in order to perfect the Company's security interest in such Property Interest, each such Party hereby grants to Owner Representative a security interest in and Lien upon all right, title and interest of such Party in and to the Party's Collateral. Each Party hereby represents and warrants as follows.

(a) The Party intends and understands that this Agreement creates a valid and perfected security interest for Owner Representative in the Collateral of the Owner(s) and Property Interest(s) in which such Party holds an interest, securing payment of such Owner's Obligations to the Company and/or Owner Representative. The Party intends and understands that the security interest for Owner Representative in the Collateral associated with such Property Interest will be first in priority, subject to the rights of the Lender under any Company Debt.

(b) As far as the Party is aware, no authorization, approval or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Party or entity is required either (i) for the grant by the Party of the first priority security interest granted hereby or for the execution, delivery or performance of this Agreement by that Party, or (ii) for the perfection of or the exercise by Owner Representative of its rights and remedies.

(c) From time to time, the Party will promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary or desirable, or that Owner Representative may request, in order to perfect and protect any security interest granted hereby or to enable Owner Representative to exercise and enforce its rights and remedies hereunder with respect to any Collateral. The Party hereby authorizes Owner Representative to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral.

(d) The Party shall not change its name, primary residence, or if the Party is an organization, its jurisdiction of organization or its principals, without providing Owner Representative with 10 calendar days prior notice thereof. If the Party does change any of the foregoing, the Party shall promptly provide evidence of any such change to Owner Representative.

(e) The powers conferred on Owner Representative under this section are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Owner Representative shall have no duty as to the Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to the Collateral.

(f) The granting of the Lien creates a continuing security interest in the Collateral and shall (i) be binding upon the Party, his/her successors and assigns, and (ii) inure to the benefit of Owner Representative and its successors, transferees and assigns.

Section 10.2 UCC Sale Rights. Owner Representative may exercise in respect of the Defaulting Owner's Collateral all the rights and remedies of a secured party upon default under the applicable version of the Uniform Commercial Code. In addition, Owner Representative may, without notice except as specified in this section, sell the Defaulting Owner's Collateral at public or private sale, at Owner Representative's office or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Owner Representative may deem commercially reasonable. Subject to applicable law, in consideration of Owner Representative providing the Assessment Guaranty, Owner Representative shall have the right to retain all proceeds from any sale of the Defaulting Owner's Property Interest. Each Party agrees that, to the extent a notice of sale shall be required by law, 10 calendar days' notice to the Designated Owner for the Defaulting Owner's Property Interest of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Owner Representative shall not be obligated to sell any Collateral regardless of notice of sale having been given. Unless prohibited from doing so by applicable law, Owner Representative shall have the power to purchase the Property Interest for its own account by making a credit bid in the amount of the Defaulting Owner's delinquencies. Owner Representative may adjourn any public or private sale by announcement made at the originally fixed time and place, and such sale may, without further notice, be made at the time and place to which it was so adjourned. For the avoidance of doubt, it is expressly provided that neither the assent of the Defaulting Owner, nor the order or approval of any court or arbitrator, shall be required for the exercise of any right granted to Owner Representative under this Section.

ARTICLE XI. GENERAL PROVISIONS

Section 11.1 Jurisdiction and Applicable Law. All Parties, the Company, and Owner Representative agree that this Agreement, and the relationship among the Parties relating to the Home, the Company and Owner Representative, shall be entirely subject to, and governed by, the law of the State. Each Party further agrees that personal jurisdiction over such Party may be accomplished by service of process by registered or certified mail addressed to the Party at the address provided by such Party, or at such other address as such Party has specifically designated as his/her address for service of process at least 10 calendar days before such process is actually mailed.

Section 11.2 Indemnification.

(a) Each Owner shall indemnify and hold harmless the Company, Owner Representative (as both the non-member manager and the minority shareholder in the French SCI) and the French SCI and all other Owners, from any liability or loss resulting from the action or inaction of any Party comprising the Owner, and any of the Owner's Invitees.

(b) Neither Owner Representative (as both the non-member manager and the minority shareholder in the French SCI) nor its employees, officers, directors, shareholders or agents (collectively, the "Indemnitees") shall be liable to the Company, the French SCI or Owners for any loss or damage not solely caused by the fraud, gross negligence or willful misconduct of the Indemnitees. The Company shall defend, indemnify and hold harmless the Indemnitees from and against any such liability, or claims for damages, costs and expenses, including attorneys' fees, arising out of or related to the administration of the Indemnitee's duties hereunder, or from alleged injury to any person or property in and about, or in connection with the Home or the Company from any cause whatsoever, unless such loss or injury is solely caused by the fraud, gross negligence or willful misconduct of the Indemnitees and not covered by the Company's insurance. Where Owner Representative has entered into agreements on behalf of the Company in compliance with this Agreement, the Company shall indemnify and hold harmless the Indemnitees from any claims or actions instituted by the other party to such agreements. The Company shall advance such costs in all instances (including where gross negligence, intentional misconduct or fraud are alleged), but shall be entitled to recover the entirety of such costs in instances where gross negligence, intentional misconduct or fraud are proven, even where other causes of action have been stated and regardless of the disposition of any such other cause of action.

Section 11.3 Attorneys' Fees. Should any dispute related to this Agreement or the Home result in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment and, in the case of a dispute relating to nonpayment of an Obligation, an award of prejudgment interest from the date of the nonpayment at the maximum rate allowed by law. For the purposes of this section: (a) attorneys' fees shall include, without limitation, fees incurred in post-judgment motions, contempt proceedings, garnishment, levy, and debtor and third-party examinations, and discovery; and (b) prevailing party shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise. Notwithstanding anything to the contrary in the preceding sentences, each Owner shall pay to Owner Representative, immediately upon demand, all costs and expenses, including reasonable fees and expenses of attorneys and other professionals, that Owner Representative incurs in connection with any and all of the following: (i) protecting or enforcing the Company's security interest in any of such Owner's Collateral; (ii) collecting the Obligations of such Owner; (iii) except as otherwise provided in Section 8.1, defending or in any way addressing claims made or litigation initiated against the Company that relate to the behavior such Owner's Invitees; and (iv) representing the Company in connection with any bankruptcy case or insolvency proceeding involving such Owner or such Owner's Collateral.

Section 11.4 Presumption of Reasonableness. In any legal proceedings concerning the reasonableness of an action or decision undertaken by Owner Representative, there shall exist a rebuttable presumption that the action or decision was reasonable if it was made in good faith and based on the information available at the time of the action or decision. This presumption shall apply unless proven otherwise by clear and convincing evidence presented by the challenging party. The presumption of reasonableness does not apply in cases where it is shown that the action or decision was made in bad faith, with malicious intent, or with deliberate disregard for known facts that would render the action or decision unreasonable. If the presumption of reasonableness is successfully rebutted, the action or decision in question shall be subject to scrutiny based on the facts and circumstances presented, without the benefit of the presumption

Section 11.5 Definitions. The following initially capitalized nouns have the meanings set forth below when used in this Agreement.

"Agreement" means this Operating Agreement as amended, restated or supplemented from time to time.

"Assessment" refers to certain Obligations of Owners to the Company. There are four types of Assessments: (a) **"Regular Assessments"**, which are periodic payments all Owners make to fund the operating expenses and reserve needs of the Company and the Home; (b) **"Special Assessments"**, which are occasional payments all Owners make to fund extraordinary or unexpected expenses; (c) **"Reimbursement Assessments"**, which are fines, fees or charges payable by a particular Owner for services consumed, property damage or loss, or wrongful possession and (d) "Financing Assessments" as defined in Section 5.1.

"Design Program" means the interior and exterior design of the Home, consisting of a coordinated program of color schemes and design features applicable to both hard and soft surfaces and exhibiting a theme that is contemporary and consistent with the Home Standard**.**

"Designated Owner" means, for each Property Interest owned by an entity or more than one person (subject to the limitations set forth herein), the person designated by an Owner in writing to Owner Representative as the person with whom the Company and Owner Representative shall communicate regarding all matters of interest arising under the Owner Documents and the person who is authorized by all of the co-owners of the Property Interest or the principals of the entity to speak and act on their behalf as to such matters.

"Fiscal Year" means the one year period commencing on the first day of January of each calendar year and concluding on December 31st of that year; provided, however, that the first Fiscal Year shall be the period commencing on the Effective Date and ending on December 31 of the same calendar year.

"Home" has the meaning given in Article I.

"Home Standard" means the standard of quality to be achieved by all who use, enjoy, manage, repair, maintain and operate the Home, which quality level is hereby defined to be, above all things, first class, one that achieves a harmonic balance between the appurtenances of luxury that fine living demands and the informality that should attend home living consistent with the spirit of the home and the character of the neighborhood and its customs.

"Invitee" means, for any particular Owner: (a) any non-Party visiting the Home at the direct or indirect invitation of any such Party; and (b) any non-Party visiting the Home at the invitation of another person who is such Owner's Invitee.

"Lender" means any person that makes a loan including any assignee of such loan, to the Company and/or any Owner(s), including, without limitation, any Company Debt.

"Lien" means any security interest, pledge, hypothecation, or encumbrance of any kind.

"Obligations" means, with respect to any Party, all liabilities and obligations of such Party to the Company, including, without limitation: (a) all obligations to make "capital contributions" (referred to in Section 3.9); (b) all obligations to pay Assessments, including Regular Assessments, Special Assessments and Reimbursement Assessments; and (c) such other obligations as are defined in Section 9-102(61) of the California Commercial Code, if applicable.

"Owner" means an individual person, entity or group of persons that owns a Property Interest.

"Owner Documents" means this Agreement, the User Release, the Home Policies and any other documents entered into by Owner Representative, the Company and/or the Owners regarding the ownership, operation and use of the Home (including, without limitation, any financing agreements).

"Owner Representative" means Owner Management Inc., or its successor as the non-member manager of the Company as appointed in compliance with Section 4.7.

"Party" means any individual or entity that is an Owner in his/her/their own right, or who owns an interest in an entity that is an Owner.

"Property Interest" means a discrete set of rights and duties as defined in this Agreement, including a right to vote and a right to use the Home, and the duty to pay certain expenses and adhere to certain rules. There are exactly eight Property Interests.

"SCI Personal Property" means personal property acquired, owned, and maintained by the French SCI for use by the Parties while using the Home, such as fixtures, furnishings, decorations, appliances, electronics, linens, cookware, tableware, and supplies.

Section 11.6 Other General Provisions. Except as specifically provided in this Agreement, no Party shall have the right to assign any of such Party's rights or to delegate any of such Party's duties under this Agreement without the written consent of Owner Representative. Time is expressly declared to be of the essence in this Agreement. Any Company waiver shall exist only if explicitly stated in a written document signed by Owner Representative. No rights of the Company or Owner Representative shall be implicitly waived, and no waiver by the Company or Owner Representative of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or different provision of this Agreement. This Agreement and the other Owner Documents contain the entire agreement of the Parties relating to any matter regarding the Home and the Company as of the date the Home is acquired by the Company; any prior or contemporaneous written or oral representations, modifications or agreements regarding these matters, including but not limited to those contained in any purchase agreement or preliminary commitment related to the Home, shall be of no force and effect unless contained in a subsequently dated, written document expressly stating such representation, modification or agreement, signed by each party alleged to be bound. This Agreement may only be amended in writing executed by all parties and any oral agreements or representations shall not amend the terms of this Agreement. All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. All headings are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision. Numbered or lettered articles, sections and subsections refer to articles, sections and subsections of this Agreement unless otherwise expressly stated. In the event any claim is made by any party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that the document was prepared by or at the request of a particular party. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected. No party to this Agreement shall be held liable or responsible to the other party(ies) or deemed to have defaulted under or breached this Agreement for a failure or delay in fulfilling or performing any obligation under this Agreement (other than any obligation to pay amounts owed hereunder) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, pandemics, embargoes, war, acts of war or terrorism, civil disturbances, labor disturbances, or acts of God. This Agreement may be executed in two or more counterparts, including electronic counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. With respect to any determination, approval, decision or judgement of Owner Representative in this Agreement, such determination, approval, decision or judgement shall, except as otherwise expressly set forth in this Agreement, be within the sole discretion of Owner Representative, and shall be final. All uses of the phrases "sole discretion" or "complete discretion" in the Agreement shall mean "in the sole and absolute discretion of Owner Representative".

Section 11.7 State Specific Provisions. The provisions included in Annex 1 attached hereto shall be incorporated herein.

Section 11.8 Corporate Transparency Act. The Owners shall comply and cooperate with Owner Representative's requests for information as may be required under the Corporate Transparency Act (the "CTA"). Owner Representative shall submit all appropriate filings required pursuant to the CTA in accordance with the details set forth on Annex 2 attached hereto.

By signing below, the Company and Owner Representative certify that this Operating Agreement has been adopted by the Company on the Effective Date. Upon execution of a Joinder to Operating Agreement, each Owner acknowledges that this Agreement has been adopted by the Company as its Operating Agreement, and certifies that he/she has read and understood this Agreement and agrees to be bound by each of its terms.

COMPANY:

3 Paris View LLC,
a Delaware limited liability company

By: Owner Management Inc., its manager

DocuSigned by:
By: David WILLBRAND
A17180654AE043A...
Name: David Willbrand
Title: Authorized Signatory

OWNER REPRESENTATIVE:

Owner Management Inc.,
a Delaware corporation

DocuSigned by:
By: David WILLBRAND
A17180654AE043A...
Name: David Willbrand
Title: Authorized Signatory

EXHIBIT A

FORM OF JOINDER TO OPERATING AGREEMENT
OF
______________________ LLC

By execution and delivery of this Joinder (this "Joinder"), dated ____________, to that certain Operating Agreement of ______________________ LLC (the "Operating Agreement"), dated ______________, relating to the Home located at ____, the "Owner" listed below hereby (i) joins in and agrees to be fully bound by, and subject to, all of the obligations, covenants, terms and conditions of the Operating Agreement applicable to an Owner as though such party were an original party thereto, and shall be deemed included in the definition of "Owner" for all purposes thereof, (ii) acknowledges receipt of the Operating Agreement and represents, warrants, covenants and agrees that such party has read the Operating Agreement and understands that by signing this document, such party shall assume all of the duties and obligations of an Owner with respect to its Property Interest thereunder and (iii) authorizes this Joinder to be attached to and made part of the Operating Agreement or counterparts thereof. The Owner who signs below shall be deemed the Designated Owner as that term is used in the Operating Agreement. Any updates to the Designated Owner's identity should be confirmed in writing to Owner Representative.

OWNER:

____
Owner:

ACKNOWLEDGED AND ACCEPTED BY:

COMPANY:

__________________________ LLC,
a ___________________ limited liability company

By: Owner Management Inc., its manager

By: ____________________________
Name: David Willbrand
Title: Authorized Signatory

OWNER REPRESENTATIVE:

Owner Management Inc.,
a Delaware corporation

By: ____________________________
Name: David Willbrand
Title: Authorized Signatory

ANNEX 1

STATE-SPECIFIC PROVISIONS

Section 1 **Formation**. The Company has been formed as a limited liability company for the purposes and scope set forth herein. Upon the filing of the Articles of Organization of the Company with the Secretary of State of the State, the powers of the party executing such Articles of Organization on behalf of the Company as an "organizer" ceased, and Owner Representative, on and subject to the terms of this Agreement, is hereby designated as the "organizer" and shall continue as the designated "organizer" within the meaning of the Act. In the event of any conflict between the provisions of the Act and the provisions of this Agreement, the provisions of this Agreement shall control to the fullest extent permitted by applicable law.

Section 2 **Name**. The business and affairs of the Company shall be conducted solely under the name set forth herein and such name shall be used at all times in connection with the Company's business and affairs.

Section 3 **Certificates and Documents**. The Company shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

Section 4 **Principal Place of Business**. The principal place of business of the Company is 18 E. 4th Street, unit 902, Cincinnati, OH 45202 or such other place (which may or may not be in the State) as may be selected by Owner Representative from time to time.

Section 5 **Registered Office and Registered Agent**. The registered office of the Company in the State is 251 Little Falls Drive, Wilmington, CT 19808. Owner Representative may change from time to time the registered office of the Company as permitted under the Act. The Company's registered agent for service of process in the State is Corporation Service Company. Owner Representative may change from time to time the Company's registered agent as permitted under the Act.

Section 6 **Purpose**. Within the meaning and for the purposes of the Act, the purpose and scope of the Company shall include any lawful action or activity permitted by a limited liability company under the Act. Solely for purposes of determining the rights and obligations of Owner Representative and each Owner vis-à-vis Owner Representative, the other Owners and the Company, as applicable, under this Agreement, and without any consequence for the binding nature of an action taken on behalf of the Company by Owner Representative, the purpose of the Company shall be to: (i) acquire, own, hold, operate, improve, maintain, finance, mortgage, encumber and ultimately dispose of the Home through the French SCI; (ii) take any other action in connection with all or any part of the Home through the French SCI; and (iii) engage in any lawful act or activity and to exercise any powers permitted to limited liability companies formed under State laws that are related or incidental to and necessary, convenient or advisable for the accomplishment of the purposes set forth in subclauses (i)-(ii) above. Any action or omission by the Company within the scope of its purpose as set forth herein shall constitute an act or omission made in the ordinary course of the Company's business.

Section 7 **Term**. The term of the Company commenced on the date the Articles of Organization were filed and the effectiveness of this Agreement shall commence on the Effective Date, and the Company and this Agreement shall continue until the Company is terminated as provided in Section 7.3.

Section 8 **Definitions**. The term "Act" means the Delaware Limited Liability Company Act, 6 Del. Code §§ 18-101, et seq. as may be amended from time to time.

ANNEX 2

CORPORATE TRANSPARENCY ACT REQUIREMENTS

1. **Definitions.**

"Acceptable Identification Document" means, with respect to a natural person, one of the following documents validly issued to such person:

(a) a nonexpired U.S. passport issued by the U.S. government;

(b) a nonexpired U.S. state, local government, or Indian tribal identification document issued for the purpose of identifying such person;

(c) a nonexpired U.S. state-issued driver's license; or

(d) if such person does not have any of the documents listed in (a) to (c), a nonexpired passport issued to such person by a foreign government.

"**Beneficial Owner**" has the meaning set forth in the CTA.

"**Beneficial Ownership Information**" has the meaning set forth in Section 2.1(b).

"CTA" means the Corporate Transparency Act (31 U.S.C. § 5336), enacted as part of the National Defense Authorization Act for Fiscal Year 2021, as amended, and the rules and regulations promulgated thereunder.

"**CTA Information**" means, with respect to a natural person:

(a) the full legal name of such person, including any suffix;

(b) their date of birth;

(c) their complete current residential street address, including any apartment or suite number;

(d) a unique identifying number from an Acceptable Identification Document issued to such person; and

(e) an image of such Acceptable Identification Document of sufficient quality that includes:

(i) a legible image of such unique identifying number; and

(ii) a recognizable photograph of such person.

"**Entity Owner**" has the meaning set forth in Section 2.1(a).

"**FinCEN**" means the Financial Crimes Enforcement Network of the U.S. Department of the Treasury.

"FinCEN Identifier" has the meaning set forth in the CTA.

"**Indirect Owner**" means, with respect to any Entity Owner, any natural person who from time to time, directly or indirectly, owns or controls any Ownership Interest in the Company through such Entity Owner.

"**Ownership Interest**" has the meaning set forth in the CTA.

Capitalized terms used but not defined in this Annex 2 have the meanings set forth in the Operating Agreement to which this Annex 2 is attached.

2. **Corporate Transparency Act.** Each Owner shall promptly, but within not more than five (5) business days or as otherwise required by law:

2.1 Provide to the Company any information that the Company/Owner Representative reasonably deems necessary or advisable to obtain from such Owner in order for the Company, any entity in which the Company holds an interest, or any natural person/entity who holds an interest in Company to comply with the CTA, including:

(a) such Owner's, or with respect to an Owner that is not a natural person (an "**Entity Owner**"), each of such Entity Owner's Indirect Owners', true and correct CTA Information or the true and correct FinCEN Identifier assigned to them by FinCEN; and

(b) such information or documents as may be necessary in order for the Company, any entity in which the Company holds an interest or any natural person/entity which holds an interest in Company to determine whether such Owner or any of such Owner's Indirect Owners or controllers are Beneficial Owners of the Company or any entity in which the Company holds an interest (collectively, "**Beneficial Ownership Information**").

2.2 Notify the Company/Owner Representative of any change or inaccuracy in or to any of such Owner's, or in the case of an Entity Owner, any of such Entity Owner's Indirect Owners', CTA Information most recently provided to the Company, including:

(a) a change in such Owner's or Indirect Owner's legal name, date of birth, or residential street address;

(b) a change in the name, date of birth, address, or unique identifying number on such Owner's or Indirect Owner's Acceptable Identification Document; or

(c) in the case of an Entity Owner, as may result from a change in the direct or indirect ownership or control of such Entity Owner.

2.3 Notify the Company/Owner Representative of any amendment, modification, supplement, or other change in or to any Beneficial Ownership Information previously provided by such Owner to the Company.

SCHEDULE 1

Technology Systems	• Provide access to Pacaso's SmartStay technology to make scheduling easy and equitable for every owner • Manage notifications on property stay bookings, changes, cancellations • Provide access to new product and service features via the Pacaso app • Provide property management technology and systems to manage and optimize home performance • Manage software and systems that enrich user experience across service offerings
Financial Services: *Taxes and Insurance*	• Provide tax management, including annual reporting structured for tax purposes • Provide insurance management, including annual negotiated rates and coverage in difficult-to-insure markets • Note: Owner to cover actual insurance and tax expenses, including tax prep fees; see relevant sections above.
Financial Services: *Property Accounting*	• Provide monthly property accounting and quarterly reconciliation of expenses • Provide bank account reconciliation and management • Provide accounts payable processing and management • Provide accounts receivable and management • Provide annual estimate of expenses based on year-over-year actuals and current market rates • Note: Owner to cover actual legal fees and HOA fees; see relevant sections above.
Financial Services: *Reporting*	• Provide quarterly and annual financial reporting and distribution of Schedule K-1 or other relevant tax documents • Maintain real-time account information, including charges and debits • Customize payment settings and set up multiple accounts

Home Support	• Provide dedicated Home Manager who oversees overarching health of the home, liaises with local partners, prepares quarterly reports and issues proactive communications, and ensures an exceptional owner experience
	• Maintain robust home manual with regularly updated information on home access, amenities, appliances, home use instructions, emergency protocol (e.g., gas shut off), and other property specifics
	• Manage owner votes for all ad hoc expenses and/or property modifications, whether necessary or discretionary
	    o Provide voting structure and bylaws
	    o Provide record of owner votes
	• Provide in-house Central Support team, offering 24/7, knowledgeable support for all property questions and emergency coverage
	    o Full service: Mon - Sun, 9 am - 6 pm (local time)
	    o Emergency: Mon - Sun, 6 pm - 9 am (local time)
	    o Available via text, phone, email