

INTRODUCTION

This Fractional/Co-Ownership Agreement is entered into on its Effective Date by and among (I) Connect-In Caribbean Corporation (“Co-Owner One”), (II) Affordable Homes Caribbean (“Co-Owner Two”), (III) Global M Finance LLC, (“Co-Owner Three”) and (IV) The Account Holder (“Co-Owner Four”) (all hereinafter collectively referred to as the “Co-Owners”).

RECITALS

The Co-Owners own real property commonly known as Lots #1-2-3-4-5-6-7-8 at Brentwood Closure, Diamond Valley; located in the parish of Saint Philip, Barbados, West Indies otherwise known as (the “Property”), and now desire to clarify the terms and conditions of their co-ownership and reduce their agreement to writing.

ARTICLE 1--DEFINITIONS

The following initially capitalized nouns have the meanings set forth below whenever used in the Agreement:

“**Appraised Value**” means the value as determined under Section 8.1.

“**Association**” means the group of Co-Owners described in this Agreement.

“**Designated Party**” is defined in Section 2.1.

“**Effective Date**” means the date determined under Sections 8.2 and 8.3.

“**Group**” means a group of Parties who together constitute one (1) Co-Owner and who together holds a percentage Co-Ownership Share.

“**Mandatory Expenditure**” is any one of the expenses described as such in Section 4.1.

“**Notice**” means a writing prepared and transmitted in accordance with Section 8.2.

“**Party**” means an owner of any interest in the Property during the term of this Agreement, and any current or future signatory to this Agreement.

“**Percentage Interest**” are percentages to be used for the allocation of some, but not all, of the expenses associated with ownership of the Property, and also one of several elements that determine the allocation of proceeds from rentals, sales, and certain other events. Percentage Interests have no significance other than as specifically stated in this Agreement. The Percentage Interests are shown in Exhibit A.

“**Promptly**” means within three (3) calendar days of the event triggering the requirement to act.

“**Shared Debt Percentage**” means the percentage of each Shared Mortgage that each Co-Owner is obligated to service and repay as shown in Exhibit “A” to this Agreement following each Co-Owner’s name in a column entitled “Shared Debt Percentage”.

“**Shared Mortgage**” means any debt secured by a deed of trust encumbering the entire ownership interest of every record owner of the Property. Each Co-Owner is obligated to service and repay his/her Shared Debt Percentage of each Shared Mortgage, if applicable.

ARTICLE 2--ORGANIZATIONAL MATTERS

2.1 CO-OWNERSHIP SHARES AND CO-OWNERS

The Parties wish to allocate ownership and control of the Property into fractional ownership with a discrete percentage share structure to be referred to in this Agreement as “Co-Ownership Shares”. A Co-Ownership Share may be owned by an individual or a Group. The owner of a Co-Ownership Share shall be collectively referred to as a “Co-Owner”. The transfer of a portion of, or an interest in, a Co-Ownership Share shall not have the effect of converting such Co-Ownership Share into multiple Co-Ownership Shares; instead, all of the owners of the Co-Ownership Share following the transfer shall, collectively, be considered the Group that owns the Co-Ownership Share.

If a Group owns a Co-Ownership Share, the following provisions shall apply: (i) The Group, collectively, shall be referred to as one (1) Co-Owner; (ii) Each person within the group shall be jointly and severally liable for all obligations and responsibilities associated with the Co-Ownership Share; (iii) All rights associated with the Co-Ownership Share shall be deemed jointly held by the persons within the Group and, absent a written agreement or provision of law to the contrary, all such persons shall be deemed to have equal control of such rights; and (iv) Any act or omission by one (1) of the persons within the Group shall be deemed the act or omission of the Co-Owner.

At all times, each Co-Owner shall have exactly one (1) Party who is a natural person acting as the Designated Party for his/her Co-Ownership Percentage Share. The initial Designated Party for each Co-Ownership Share shall be specified by the Co-Owner at the time s/he first acquires the Co-Ownership Share(s). Thereafter, the identity of the Designated Party may be changed (i) for a period of thirty (30) days following a transfer of any part of the Co-Ownership Share(s), and (ii) on one (1) occasion during each calendar year.

Any Group must (i) within ten (10) days of a Notice from the Manager or any Co-Owner so requesting, disclose to all Co-Owners the full legal names of each person or entity with any ownership interest in the Group or entity, (ii) provide Notice to the other Co-Owner(s) within ten (10) days of the date on which there is an addition, subtraction or other change to the list of full legal names of each person or entity with any interest in the Group or entity, and (iii) upon the request of any Party, obtain the signature of any such person or entity on a document guaranteeing the obligations of such Group or entity under the terms of this Agreement.

No Party shall transfer an ownership interest in the Property which does not include all costs, obligations, benefits, and rights associated with an entire Co-Ownership Share. Any transfer in violation of this Section is void.

2.2 ORGANIZATIONAL STRUCTURE.

The Association is intended to be an unincorporated association under the laws of Barbados. The Association shall not hold title to the Property or to any other real or personal property; rather, title to the Property and to all personal property associated with it shall be held by one or more of the Parties, subject to the provisions of this Agreement. The Association shall be empowered to obtain a Federal and state tax identification number, open deposit accounts,

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contract for goods and services as authorized by this Agreement, and perform such other functions on behalf of the Parties as are reasonably necessary to operate the Property and accomplish the purposes of this Agreement, in instances where doing so in the name of all of the Parties would be impossible, impractical or inefficient.

This Agreement is not intended to create a partnership, joint venture, or subdivision, but to describe terms and conditions upon which each Party shall hold undivided interests in the Property. No Party is authorized to act as an agent for or on behalf of any other Party, to do any act which would be binding on any other Party, or to incur any expenditures with respect to the Property except as specifically provided in this Agreement. Since the Parties do not intend to create a partnership, pursuant to Section 761 of the Internal Revenue Code of 1986, as amended, they elect out of sub-chapter K of chapter 1 of that Code and agree to report their respective shares of income, deductions, and credits in a manner consistent with the exclusion from sub-chapter K.

2.3 OWNERSHIP, TITLE, AND ALLOCATIONS.

The Parties wish to allocate all costs, obligations, benefits, and rights associated with ownership of the Property as provided in this Agreement. They intend that these allocations supersede any presumptions regarding such matters which might otherwise arise as a result of (i) the price paid by a Party for his/her interest in the Property, (ii) the manner in which title to the Property is held, (iii) the acts or omissions of the Parties in relation to the Property, or (iv) the provisions of any other document signed by the Parties. Without limiting the generality of the preceding paragraph, it is expressly provided, and acknowledged by all Parties on behalf of themselves and successors in interest, that the manner and percentages in which title is held do not determine or affect the allocation of (i) usage rights to the Property or to any part of the Property, (ii) obligations to pay any expense (including property tax, insurance, and repairs), (iii) proceeds from the sale of the entire Property, or (iv) proceeds from any additional or replacement financing secured by the Property. To avoid any potential assumptions, ambiguities, misunderstandings, or disputes regarding the complete lack of significance of the title to the Property, this Agreement intentionally omits mention of how title to the Property will be held.

ARTICLE 3—USAGE/RENTAL AND INCOME

3.1 USAGE RIGHTS WAIVER.

The Co-Owners shall operate the Property as a rental property. Each Party waives any implicit right he/she may have to use any portion of the Property. No Party shall be deemed to have any rights to occupy or otherwise use any portion of the Property, either for him/herself or for the benefit of any other person, except as specifically provided in this Agreement. No Party shall be permitted to occupy any portion of the Property unless all Co-Owners agree in advance on all of the terms and conditions of such Occupancy.

3.2 RENTAL OF PROPERTY.

Establishing Rental Amount. When there is a vacant unit on the Property, the Manager or Managing Firm shall use best efforts to determine a fair market rental value, and shall provide a Notice to each Co-Owner stating such amount along with documentation relating to the basis for Manager's determination. Each Co-Owner shall have a period of forty-eight (48) hours following such Notice to provide a "Notice of Disagreement" to the Manager stating (i) that he/she

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disagrees as to the fair market rental value, (ii) such Co-Owner's opinion as to the fair market rental value, and (iii) documentation relating to the basis for such opinion. If the Manager receives one or more such Notice within the required time frame, the unit shall be offered for rent at the average of the Manager's original opinion and the value(s) stated in the Notice(s) of Disagreement; otherwise, the unit shall be offered for rent at the fair market rental value stated in Manager's original Notice. If the Unit has not been rented within thirty (30) days after first being advertised at a particular rental amount, the asking rental shall be lowered by five percent (5%), and such reductions shall continue until the unit is successfully rented.

Tenant Selection. The Manager shall solicit prospective tenants for the Property as described in Subsection 5.2D. The Manager shall not rent the Property to any tenant who is not able to demonstrate the financial capability to pay the rent, does not have a reasonably high credit rating, or was given a negative recommendation from either of his/her two (2) most recent landlords. Except as provided in the preceding sentence, the Manager shall have full authority and discretion to rent to the tenant of his/her/its choice.

3.3 RENTAL INCOME ALLOCATION.

All rental income generated by the Property shall be allocated among the Co-Owners according to Percentage Interest Split. However, no such income shall be distributed to any Owner except as specifically provided in Section 4.4 of this Agreement.

ARTICLE 4--EXPENSE ALLOCATION AND PAYMENT

4.1 EXPENSE AUTHORIZATIONS AND ALLOCATIONS

Shared Mortgage. The Co-Owners agree that responsibility for service and repayment of the Shared Mortgage shall be allocated according to the Shared Debt Percentages. Service and repayment of the Shared Mortgage shall be a Mandatory Expenditure. Except as otherwise provided in this Agreement, in the event of the sale, refinancing, or other disposition of the entire Property, each Co-Owner's allocation of gross proceeds shall be reduced by such Co-Owner's Shared Debt Percentage of the Shared Mortgage.

Other Mandatory Expenses. The costs of the following items shall be Mandatory Expenditures and shall be allocated among the Co-Owners according to the Percentage Interest Split.

(1) Insurance. The Association shall maintain a policy insuring all Parties against public liability incidents to the ownership and use of the Property, including coverage for wrongful eviction, with a combined limit of liability of not less than two million dollars (\$2,000,000) for injury, death, and property damage. The Association shall also maintain a policy of fire and casualty insurance covering those elements of the Property, and its contents, that are not covered by a policy maintained by the condominium homeowner's association of which the Property is part, or by a rental tenant. Such coverage shall provide a multi-peril endorsement and coverage for such other risks as are commonly covered with respect to Properties similar to the Property in construction, location, and use. Coverage shall be in an amount equal to the full replacement value of the insured elements of the Property and the estimated value of the insured personal property. Each policy described in this Subsection shall name Co-Owners as insureds,

(2) Property Tax. The Property Maintenance & Management Firm (Co-Owner) shall pay all taxes and fees assessed against the Property by governmental agencies.

(3) Necessary Repairs. The Property Maintenance & Management Firm (Co-Owner) shall perform Necessary Repairs as soon as possible and in no event more than thirty (30) days following the discovery of the condition requiring action. "Necessary Repairs" shall refer to all work required to: (i) maintain the Property in a condition equivalent to its condition on the Effective Date; (ii) correct conditions which immediately endanger the integrity of Property, or the safety or health of the occupants, guests or public; (iii) comply with the requirements of any homeowners' association of which the Property is part, or (iv) respond to a condemnation or enforcement action by a governmental agency.

(4) HOA Dues. The Property Maintenance & Management Firm (Co-Owner) shall pay all regular and special assessments imposed by the homeowners' association of which the Property is part.

(5) Utility Charges. The Property Maintenance & Management Firm (Co-Owner) shall pay all utility charges that are not paid by a rental tenant, if applicable.

(6) Rental Expenses. The Property Maintenance & Management Firm (Co-Owner) shall pay all expenses associated with the rental of the Property.

Discretionary Repairs and Improvements. "Discretionary Repairs and Improvements" shall include all maintenance, repairs, and improvements to the Property that do not fall within the definition of Necessary Repairs above. Prior to undertaking Discretionary Repairs and Improvements, the Co-Owners shall agree in writing on the scope of work, budget, and allocation of expenses. Unless otherwise agreed in writing, a Co-Owner's contribution of labor or services in connection with the operation or improvement of the Property shall not be considered when determining whether that Co-Owner has fulfilled his obligations to share costs as described in this Agreement.

4.2 OPERATING BUDGET.

Content of Operating Budget. The Operating Budget shall consist of a reasonable percentage estimate of all expenses described in this Agreement as Mandatory Expenditures, and of all rental income, with each item allocated as described in this Agreement.

Computation and Allocation of Income/Expenses. The Manager shall estimate the annual rental income and the annual cost of each of the Mandatory Expenditures, and allocate each component as described in this Agreement. The result shall be the Operating Budget and the basis for Regular Assessments. Any Co-Owner may challenge the validity of a Manager-established Operating Budget by convening a Co-Owner Meeting, during which the Co-Owners may adopt a different Operating Budget if they are able to agree on one. If the Co-Owners are unable to agree on a new Operating Budget, any Co-Owner who disagrees with the Manager-established Operating Budget may initiate binding arbitration as described in this Agreement provided he/she pays any Regular Assessments required under the Manager-established Operating Budget in full pending the decision of the arbitrator. The arbitrator shall only alter the Manager-established Operating Budget if it reflects gross negligence or fraud in its calculation of estimated rental income or Mandatory Expenditures.

Regular Assessments. In the event that a Co-Owner's allocated share of expenses exceeds his/her allocated share of rental income, the excess shall be divided into equal payments (the "Regular Assessments"). The Manager provides Notice to each Co-Owner of (i) the amount and due date(s) the Regular Assessment for the upcoming year at the same time he/she distributes the Operating Budget, and (ii) any change in the Regular Assessment not less than thirty (30) calendar days before the due date of such changed Assessment. Each Co-Owner shall pay his/her monthly Regular Assessment, without offset or deduction of any kind, by its due date, through automated electronic transfer. The intention of a Co-Owner to challenge an Operating Budget shall not provide a legitimate basis for not paying any Regular Assessment based on such budget; rather, the Regular Assessment shall be payable in full until the date (if any) when the Operating Budget is altered through arbitration. If an Operating Budget is changed through arbitration, the change shall be retroactive to the date the Operating Budget first became effective, and the Manager shall reconcile any payments Co-Owner payments that were based upon the altered budget and provide a refund if required.

Adjustments.

(1) When there is a demonstrable increase or decrease in an item of income or expense included in the Operating Budget during the course of a fiscal year, the Manager/Managing Firm may revise the Operating Budget to correspond with such increase or decrease, and adjust the Regular Assessments accordingly. No approval shall be required for such an adjustment. To implement such an adjustment, the Manager/Managing Firm must provide verifiable documentation showing the increase or decrease with the Notice showing the revised budget and the Regular Assessment adjustment at least thirty (30) days before the due date of the first affected Regular Assessment payment. Any Co-Owner may challenge the validity of an adjustment implemented under this Section by convening a Co-Owner Meeting, during which the Co-Owners may (i) with approval of Co-Owners, overrule the decision of a Manager who is not a Party, or (ii) determine whether a compromise can be reached regarding the decision of a Manager who is a Party. In the latter case, if there is no compromise, the Co-Owner who disagrees with the decision may initiate binding arbitration as described in this Agreement provided he/she pays the adjusted Regular Assessments in full pending the decision of the arbitrator. The arbitrator shall only reverse the decision of the Manager if it reflects gross negligence or fraud in its calculation of estimated rental income or Mandatory Expenditures. The intention of a Co-Owner to challenge the validity of an adjustment shall not provide a legitimate basis for not paying the adjusted Regular Assessment amount; rather, the adjusted amount shall be payable until the due date of the first Regular Assessment payment due after the Manager's decision is overruled. If an Operating Budget adjustment is changed through arbitration, the change shall be retroactive to the date the adjustment first became effective, and the Manager shall reconcile any payments Co-Owner payments that were based upon the altered budget and provide a refund if required.

(2) The Manager or either Co-Owner may also propose a revision of the Operating Budget that is not based on a demonstrable increase or decrease in the cost of an item, and convene a Co-Owner Meeting to present the revision. An Operating Budget revised in this manner shall be adopted if approved by the Association. The voting requirements for approval of such a Special Assessments are described in the voting provisions of this Agreement.

4.3 SPECIAL ASSESSMENTS.

The Property Maintenance & Management Firm (Co-Owner) may impose “Special Assessments” to defray any Associated expenses that were not anticipated in the Operating Budget. Each Co-Owner shall pay any Special Assessment, without offset or deduction of any kind, by its due date.

A “Mandatory Special Assessment” is a Special Assessment for a Mandatory Expenditure or to establish or maintain the minimum balance in the Operating Account. The Manager may impose a Mandatory Special Assessment at any time without Association approval. The Manager must provide verifiable documentation showing the expense with the Notice of the Special Assessment at least sixty (60) days before the due date of the Special Assessment, along with a Notice showing the amount and due date of the Assessment. Any Co-Owner may challenge the validity of a Mandatory Special Assessment imposed under this Section by convening a Co-Owner Meeting, during which the Co-Owners may (i) with approval of Co-Owners, overrule the decision of a Manager who is not a Party, or (ii) determine whether a compromise can be reached regarding the decision of a Manager who is a Party. In the latter case, if there is no compromise, the Co-Owner who disagrees with the decision may initiate binding arbitration as described in this Agreement provided he/she pays the Special Assessment in full pending the decision of the arbitrator. The arbitrator shall only reverse the decision of the Manager only if it reflects gross negligence or fraud in its calculation of estimated rental income or Mandatory Expenditures. The intention of a Co-Owner to challenge the validity of a Mandatory Special Assessment shall not provide a legitimate basis for not paying the Mandatory Special Assessment; rather, if the due date of the Mandatory Special Assessment arrives before the Manager’s decision is overruled, the Mandatory Special Assessment is payable in full, and failure to pay it in full will constitute a violation of this Agreement. If a Mandatory Special Assessment is changed through arbitration, the change shall be retroactive to the date the Assessment was made, and the Manager shall reconcile any payments Co-Owner payments that were based upon the Assessment and provide a refund if required.

Any Co-Owner may propose a Special Assessment at a Co-Owner Meeting. Notice of the meeting shall include an agenda item describing the proposed Special Assessment. The voting requirements for approval of such a Special Assessments are described in the voting provisions of this Agreement. If the Special Assessment is approved, the Manager Shall Promptly prepare a Notice for each Co-Owner stating the amount and due date, which shall be no sooner than fifteen (15) calendar days after the Effective Date of the Notice.

4.4 OPERATING SURPLUS.

In the event that the Operating Budget shows that a Co-Owner's allocated share of income will exceed his/her allocated share of Mandatory Expenditures, the Manager shall distribute the excess to such Co-Owner on a regular basis that is no less frequently than quarterly. The intention of a Co-Owner to challenge an Operating Budget shall not provide a legitimate basis for not paying a distribution based upon it; rather, the distribution shall be payable in full until the date (if any) when the Operating Budget is altered through arbitration. If an Operating Budget is changed through arbitration, the change shall be retroactive to the date the Operating Budget first became effective, the Manager shall reconcile any Co-Owner distributions based upon it, and the recipient Co-Owner shall refund to the Association any overpayments. If a surplus shown in the Operating Budget turns out to be inaccurate, the Manager shall adjust the Operating Budget as provided in Subsection 4.2D, and adjust any distributions based upon it accordingly.

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If a Co-Owner otherwise entitled to such a distribution has outstanding monetary obligations to the Association or to another Co-Owner under the terms of this Agreement, the amounts of such obligations shall be withheld from such Co-Owner's distribution and paid directly to the Party or Parties to whom they are owed.

4.5 OPERATING ACCOUNT.

Establishment. The "Operating Account" shall be the depository for all Association funds. No, later than thirty (30) calendar days from the Effective Date of this Agreement, the Manager shall open an Operating Account at a federally insured banking institution and deposit each Co-Owner's initial Regular Assessment (Principal).

Disbursements. The Manager may make "Mandatory Disbursements" from the Operating Account without approval. Mandatory Disbursements shall be defined as payments due for Mandatory Expenditures. Any other disbursement must be approved by The Property Maintenance & Management Firm (Co-Owner). The voting requirements for approval of such a Special Assessments are described in the voting provisions of this Agreement.

Withdrawals From Operating Account. Funds may be withdrawn from the Operating Account only for disbursements authorized under this Section. A Co-Owner shall be entitled to withdraw any funds from the Operating Account in connection with a transfer of his/her Co-Ownership Percentage Share thus leaving in its principal unless looking to terminate his/her contract.

ARTICLE 5-- DECISIONMAKING AND MANAGEMENT

5.1 VOTING.

Meetings and Agenda. Co-Owner Meetings may be called by the Manager or by any Co-Owner at any reasonable weekend or evening time provided he/she provides Notice and an agenda to each Co-Owner at least fourteen (14) calendar days before the Co-Owner Meeting. Matters not described on the agenda provided with the Co-Owner Meeting Notice shall not be decided at the Co-Owner Meeting unless the Co-Owner Meeting is attended by the Designated Party of each Co-Owner. The Manager shall prepare minutes of each Co-Owner Meeting during the meeting; if the Manager is not present, minutes may be prepared by any Party attending. Any attending Party who disputes the accuracy of minutes prepared by the Manager or another Party shall note his/her disagreement, along with the specific reasons underlying such disagreement, in such minutes.

Voting Power and Abstention.

(1) If neither Co-Owner has a Percentage Interest of sixty-seven percent (67%) or more, each Co-Owner shall have one (1) vote of equal weight. Under such circumstances, if Co-Owners vote, and the votes cast conflict, the Co-Owners shall first determine whether this Agreement mandates a particular course of action. For example, if this Agreement states that an alteration requires the approval of Co-Owners, and the Co-Owners disagree on which color to paint the building, the alteration (changing the paint color) would not be approved, and the Property would be re-painted the same color. Similarly, if the roof is leaking and one Co-Owner wishes to delay repairs, the roof would be repaired immediately because this Agreement mandates that the Property be maintained in good condition. In instances where this Agreement does not mandate a particular course of action, the matter shall be resolved as provided in Section 8.5. Absent law or a provision of this Agreement requiring a particular decision, any arbitrator shall make his/her

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decision in accordance with what he/she believes to be the course of action most likely to preserve and enhance the value of the Property without placing an unnecessary financial hardship on any Co-Owner.

(2) If either Co-Owner has a Percentage Interest of sixty-seven percent (67%) or more, such Co-Owner shall have the controlling vote except where this Agreement specifically provides that a matter requires the approval of both Co-Owners.

(3) Only the Designated Party for a Co-Ownership Share shall be permitted to vote on behalf of such Co-Ownership Share, and it shall be conclusively presumed for all purposes that the Designated Party was acting with the authority and consent of all other Parties comprising that Co-Owner. If the Parties comprising a Co-Owner are unable to agree on how to cast their vote, they shall abstain. Parties absent at the time a duly Noticed vote is taken shall also abstain. In the event of an abstention, the vote of the other Co-Owner shall control. Without limiting the generality of the preceding sentence, it is expressly provided that where this Agreement states that a matter requires the approval of Co-Owners, any Co-Owner who abstains shall be deemed to have approved such matter.

Proxies. Parties may vote in person or by proxy. All proxies shall be in writing, dated, signed by the Party, and filed with the Manager before the Co-Owner Meeting. Every proxy shall be revocable and shall automatically cease upon any of the following events: (i) conveyance by the Party of his/her Co-Ownership Share; (ii) receipt of Notice by the Manager of the death or judicially declared incompetence of the Party; or (iii) the expiration of eleven (11) months from the date of the proxy or the time specified in the proxy for expiration, not to exceed three years.

5.2 MANAGER.

The Property Maintenance & Management Firm (Co-Owner) shall serve as "Manager" from the Effective Date until he/she resigns or is terminated for cause as provided in Section 5.3. In the event of resignation or termination, the Co-Owners shall retain an outside person or entity to act as Manager and compensate such person based on market conditions. In such a case, the compensation of the Manager shall be deemed a Mandatory Expenditure and shall be allocated according to Percentage Interest. Some individual or entity shall serve as Manager at all times unless Co-Owners agree that there shall be no Manager. In the event of such unanimous agreement not to have no Manager, the absence of a Manager shall continue only until any one (1) Co-Owner wishes to reverse the decision, in which case, following Notice by such one (1) Co-Owner to the others, the Association shall immediately hire an individual or entity to serve as Manager (at Association expense). The Manager's duties shall be as provided below.

Maintenance, Repair, Replacement, and Improvement. The Manager shall facilitate all maintenance, repair, replacement and improvement undertaken by the Association as follows. If he/she reasonably believes that repair or replacement is mandated by this Agreement, he/she may proceed with it without further Association approval, provided that if the repair or replacement will cost more than one thousand five hundred dollars (\$1,500), he/she must solicit and obtain at least two bids for the work prior to contracting for it. In all other instances, he/she shall solicit and obtain at least two bids for the work and convene a Co-Owner Meeting at which the Association shall reach a decision. The voting requirements for approval of such a decision are described in the voting provisions of this Agreement. In all instances, he/she shall: (i) use only licensed and fully insured contractors unless otherwise specifically authorized by Co-

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Owners; (ii) in cases where a building permit is required by Governmental Regulations unless otherwise specifically authorized by Co-Owners, require that the contractor obtain all required permits and approvals, and ensure that the contractor obtains final governmental inspection and sign-off; and (iii) enter into a written agreement for the work that describes, in detail, the scope of work, amount of payment, and timing of payment; (iv) arrange for access to the work area; (v) monitor the progress of the work by inspecting it with reasonable regularity; and (vi) upon completion of the work, perform a reasonable inspection to determine completeness and quality prior to making the final payment. It is expressly provided that unless the Manager completes the repair him/herself, he/she shall not be responsible for improperly completed repairs.

Accounting. The Manager shall (i) use his/her best efforts to collect all funds owed to the Association by all individuals including Co-Owners, and to immediately provide Notice to all Co-Owners when any funds owed to the Association are five (5) calendar days overdue, (ii) timely pay all Association debts to others from funds in the Operating Account (regardless of whether all Co-Owners are current in their payments to the Association) and immediately provide Notice to all Co-Owners when it becomes evident that funds in the Operating Account will be insufficient to satisfy current obligations, and (iii) maintain proper and complete books of account of the Association at his/her home or principal place of business which shall be open to inspection by any representative of any Co-Owner at any reasonable time. To the extent possible, the Manager shall schedule all routine payments to be made automatically via electronic banking, including payment of the Shared Mortgage and routing distributions of operating surplus to owners. No later than the last day of February each year, the Manager shall distribute as a Notice to all Co-Owners: (i) an income statement and a cash flow statement for the year ended the immediately preceding December 31; and (ii) a balance sheet and a copy of the bank statement for each Association deposit account as of the immediately preceding December 31.

Assessments and Disbursements. Acting without Association approval, the Manager may, or under certain circumstances shall, as described in this Agreement: (i) establish and adjust the Operating Budget and/or impose Assessments; or (ii) make Mandatory Disbursements of Association funds.

Rental. The Manager shall use his/her best efforts to fill the Property with qualified tenants as described in Section 3.2. Such efforts shall include but not be limited to classified advertising in outlets where similar rentals are customarily listed, responding Promptly to telephone inquiries from prospective tenants, showing the space to prospective tenants, accepting rental applications, verifying the qualifications of prospective tenants, and complying with the requirements of Section 3.2.

Other Duties. In addition to those duties listed above, the Manager shall perform other duties as described elsewhere in this Agreement.

5.3 REMOVAL OR RESIGNATION OF MANAGER.

A Manager may be removed for cause at any time by either Co-Owner, and may resign at any time by providing Notice to Co-Owners at least thirty (30) days before the date of resignation. In the event any duty required of a Manager involves taking action against the interest of the individual then serving as Manager, that duty shall be undertaken by a representative of either

Co-Owner. Immediately following the removal or resignation of a Manager, the Association shall retain a replacement Manager as required by Section 5.2.

ARTICLE 6--TRANSFER AND ENCUMBRANCE

6.1 GENERAL TRANSFER RESTRICTION.

The Parties have agreed to co-own together because of their knowledge of and confidence in the project(s). Accordingly, no Party shall voluntarily transfer any portion of his/her interest in the Property except with the approval of Co-Owners, and any Party may withhold such approval in his/her sole and absolute discretion. Any purported transfer without the required approval is void.

6.2 PROHIBITION AGAINST ENCUMBRANCES.

No Co-Owner shall incur any obligation in the name of the Association or individually, which obligation shall be secured either intentionally or unintentionally by a lien or encumbrance of any kind on any Property without the approval of Co-Owners.

6.3 TRANSFEREE AND SUCCESSOR OBLIGATION.

For the purposes of this Section, the term “transferee” shall be deemed to include any successor, assign, or personal representative of any Party. Each “transferee”, whether voluntary or involuntary, shall immediately be deemed to assume all obligations and liabilities of the Party whose ownership interest he/she obtained. Nothing in this Section or in this Agreement shall be interpreted to alter a former Party's obligations, responsibilities, or liabilities under this Agreement up to and including the date of any transfer.

6.4 MANDATORY SALE OR BUYOUT.

In general, a sale of the Property shall require the approval of Co-Owners. However, on or at any time after the fifth (5th) anniversary of the Effective Date, either Co-Owner (the “Triggering Co-Owner”) may force a sale of the Property or a buyout of his/her interest at any time as provided in this Section.

Forced Sale Process. The Co-Owner intending to force a sale or buyout shall provide thirty (30) days' Notice of such intent to the other Co-Owner. Within five (5) calendar days of delivery of the Notice described above, the Co-Owners shall initiate the determination of the Appraised Value of the Property/Principal as provided in Section 8.1 of this Agreement. Within five (5) days of the determination of Appraised Value, the Property/Principal shall be listed for sale at its Appraised Value. If the Property is not subject to a ratified purchase contract on the thirtieth (30th) day that a particular offering price has been in effect, the offering price shall be reduced by five percent (5%). The Co-Owners shall accept any purchase offer which (i) is at or above the offering price, (ii) yields all proceeds to the seller in cash, (iii) provides for the close of escrow within sixty (60) days, and (iv) contains no contingencies or demands which are not in accordance with local custom. In the event multiple offers simultaneously meet this requirement, the Co-Owners shall select the most advantageous offer.

Right of Buy-Out. At the time the Appraised Value of the Property/Principal is established, each time the offering price is reduced, and each time an offer is made that the Co-Owners would be required to accept under this Agreement, a buyout right shall be created. The “Buyout Price” for a particular Co-Owner’s interest shall be that amount that the Co-Owner would have received under Section 8.9 (i) from a sale at the Appraised Value if the buyout right is being exercised when the Appraised Value of the Property/Principal is established, (ii) from a sale at the offering price if the buyout right is being exercised when the offering price is reduced, or (iii) from a sale at the offered price, if the buyout right is being exercised when an offer is made which the Co-Owners would be required to accept under this Agreement. Each time a buyout right is created, the other Co-Owner shall have five (5) days to determine whether he/she wishes to exercise the right to buyout the Triggering Co-Owner at the Buyout Price and to provide Notice to such intent (a “Buyout Notice”) to the Triggering Co-Owner. After the lapse of both of these time frames, the buyout right shall end until a new buyout right is created as provided in the first sentence of this Subsection. In any buyout under this Subsection, close of escrow shall be the first business day that occurs after the lapse of sixty (60) calendar days from the Effective Date of the Buyout Notice. All closing costs shall be allocated in accordance with the custom for purchase and sale in the community where the Property is located.

ARTICLE 7-- DEFAULT

7.1 ACTIONABLE VIOLATION.

Definition of Actionable Violation. An “Actionable Violation” shall be any of the following: (i) failure to timely fulfill any obligation stated in this Agreement, or any amendment or supplement to this Agreement; (ii) any act or omission (not authorized by this Agreement) which results in the creation of a lien or encumbrance of any kind on the Property; and (iii) any act which makes the performance of the obligations described in this Agreement impossible.

Consequences of Actionable Violation. When a Co-Owner (the “Violating Co-Owner”) commits an Actionable Violation, the Violating Co-Owner shall be liable for all damages or losses that result from the Actionable Violation including late charges, penalties, fines, attorney's fees, and court or arbitration costs. In addition, the Co-Owners agree that a portion of the loss and extra expense incurred by a Co-Owner as a consequence of an Actionable Violation by other Co-Owners would be difficult to ascertain and that FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) is a reasonable estimate of such loss and extra expense. A Co-Owner who commits an Actionable Violation shall pay this amount to the other Co-Owner as liquidated damages in addition to all other compensation due under this Section.

Notice of Actionable Violation. A “Notice of Actionable Violation” shall include (i) a description of the Actionable Violation and (ii) a statement of all acts and/or omissions required to negate the Actionable Violation (if negation is possible), including but not limited to the payment of damages as required under the preceding Subsection. The Association may provide a Notice of Actionable Violation to any Party. In addition, any Party may provide a Notice of Actionable Violation to any other Party.

Stay of Actionable Violation. Provided the alleged Actionable Violation is not a non-payment or underpayment of a Regular Assessment or Special Assessment if a Violating Co-Owner can demonstrate, with verifiable written records, that he/she has initiated the dispute resolution procedures described in Section 8.5, the Actionable Violation shall be deemed “Stayed”. The Stay

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shall continue until the conclusion of the arbitration. Notwithstanding the preceding sentence, a Stay shall automatically end effect on the date when the Violating Co-Owner's verifiable written records first show a cessation of continuing to diligently pursue dispute resolution as described in this Agreement. While the Actionable Violation has Stayed:

- (1)** Any other Co-Owner shall continue to have the right to perform obligations of the Violating Co-Owner, make interest-bearing advances to the Violating Co-Owner, and assess damages against the Violating Co-Owner, as provided in this Agreement;
- (2)** All obligations of the Violating Co-Owner under this Agreement shall remain in effect and timely compliance shall continue to be required; and
- (3)** If the Violating Co-Owner commits additional Actionable Violations, whether they involve the same or different acts or omissions, (i) the other Co-Owner may respond to the new Actionable Violations as if no Stay were in effect, (ii) the new Actionable Violation(s) may have Stayed only if the Violating Co-Owner agrees to submit all of them to the already pending dispute resolution process, and (iii) the Stay of the newly alleged Actionable Violations shall end simultaneously with the Stay of the originally Stayed Actionable Violation.

An Actionable Violation involving a non-payment or underpayment of a Regular Assessment or Special Assessment, shall not be Stayed under any circumstances. If the Violating Co-Owner wishes to challenge the validity of the Assessment, he/she may do so by initiating alternative dispute resolution, but only after paying the Assessment. As a consequence of this requirement, the failure to pay a Regular Assessment or Special Assessment in full on the date it is due shall be deemed a Default on a such date regardless of whether or not the Assessment is later deemed to be proper or improper under this Agreement.

Cure of Actionable Violation. If the Actionable Violation has not Stayed, the Violating Co-Owner shall have seven (7) calendar days from the Effective Date of a Notice of Actionable Violation to "Cure" the Actionable Violation by (i) performing all acts and/or omissions described in the Notice of Actionable Violation, and (ii) providing Notice of such performance with supporting documentation to the Association and the other Co-Owners. If the Actionable Violation has Stayed, the Violating Co-Owner Shall Cure the Actionable Violation by timely performing all acts and/or omissions described in the final order resulting from arbitration or, if there was no arbitration, the final agreement resulting from other alternative dispute resolution procedures. A Party fails to Cure an Actionable Violation if such Party (i) fails to fulfill any of these requirements in time, or (ii) has received more than four (4) Notices of Actionable Violation for the same or similar acts or omissions. A Party who fails to cure an Actionable Violation has committed a Default. Notwithstanding anything to the contrary in this Subsection, an Actionable Violation shall not stay if the Violating Co-Owner has received more than four (4) Notices of Actionable Violation for the same or similar acts or omissions within the previous twenty- four (24) months.

7.2 DEFAULT.

"Default" means failure to Cure an Actionable Violation. When a Party Defaults, any Co-Owner in which the Party holds an ownership interest may be deemed a "Defaulting Co-Owner". Following Default, the Association and the other Co-Owners (the "Non-Defaulting Co-Owners") shall be immediately entitled to any remedy described below, or available at law or equity, serially

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or concurrently. The pursuit of any of these remedies is not a waiver of the right to subsequently elect any other remedy. The “Stay” and/or “Cure” procedures described in connection with Actionable Violations are intended to be the exclusive means for a Party to contest or suspend an alleged Actionable Violation. If a Party fails to avail him/herself of these procedures, he/she shall not be entitled to dispute or contest the occurrence of the Actionable Violation or to suspend or challenge the imposition of the Default remedies permitted by this Agreement.

Co-Owner Advances. Following a Default, the Non-Defaulting Co-Owner may advance all funds owed by the Defaulting Co-Owner. Any such advance shall bear interest at the maximum rate allowed by law, compounded daily, with repayment due within three (3) days of a written demand. Any such advance, along with all accrued but unpaid interest shall be deemed a lien on the Defaulting Co-Owner’s Co-Ownership Share and shall be automatically (and without demand) paid from any funds otherwise distributable to the Defaulting Co-Owner. Any amounts paid to the Non-Defaulting Co-Owner shall be applied first to accrued but unpaid interest, then to reduce principal. The Non-Defaulting Co-Owner may, at any time in his/her sole discretion, elect to convert all or any unpaid portion of an advance and/or accrued but unpaid interest to an increase in his/her Percentage Interest as described in Subsection B. Such an election shall be effective upon Notice describing the election from the Non-Defaulting Co-Owner to the Defaulting Co-Owner and, once made, shall be irrevocable.

Increase in Percentage Interest. If the Non-Defaulting Co-Owner so elects as described in Subsection A, he/she may convert all or any unpaid portion of an advance and/or accrued but unpaid interest to an increase in his/her Percentage Interest. The resulting increase in the Non-Defaulting Co-Owner’s Percentage Interest, and the corresponding decrease in the Defaulting Co-Owner’s Percentage Interest, shall be equal to the fraction with (i) the numerator equal to the amount the Non-Defaulting Co-Owner is electing to convert to an increased Percentage Interest, and (ii) the denominator equal to the Defaulting Co-Owner’s then-current “Equity Balance”. The Defaulting Owner’s Equity Balance shall be calculated as follows:

- (1)** Determine the Appraised Value of the Property/Principal shall be determined as provided in Section 8.1;
- (2)** Deduct six and 50/100 percent (6.50%) of the Appraised Value as a reasonable estimate of the eventual costs of sale;
- (3)** Calculate the Defaulting Co-Owner’s then-current Percentage Interest of the remaining amount; and
- (4)** Subtract the Defaulting Co-Owner’s Shared Debt Percentage of the outstanding balance of the Shared Mortgage.

Forced Buyout. At any time following a Default, the Non-Defaulting Co-Owner may elect to purchase the Defaulting Co-Owner’s Co-Ownership Share. The price to be paid by the Non-Defaulting Co-Owner shall be equal to the Defaulting Co-Owner’s then-current Equity Balance calculated as described in Subsection B. The Non-Defaulting Co-Owner may elect to pay this purchase price in sixty (60) equal monthly payments. It is expressly provided that the Non-Defaulting Co-Owner is not required to pay any interest to the Defaulting Co-Owner during the period while such payments are being made.

ARTICLE 8--GENERAL PROVISIONS

8.1 VALUATION.

Whenever this Agreement requires a determination of the “Appraised Value” of the Property/Principal, the value shall be determined through an appraisal process as follows:

Not later than the date on which this Agreement requires or allows a Co-Owner to initiate determination of Appraised Value (the “Appraisal Initiation Date”), any interested Party may retain up to two (2) people meeting the following requirements (a “Qualified Valuer”): (i) having at least two (2) years experience estimating the value of real estate similar to the Property in the area where the Property is located, (ii) holding a valid real estate sales, brokerage or appraisal license, (iii) having no prior business or personal relationship with any Co-Owner, and (iv) agreeing in writing to complete his/her valuation within fourteen (14) calendar days of retention. Each Party shall pay the fees (if any) charged by the Qualified Valuer that he/she retains.

The Parties shall instruct each Qualified Valuer to determine a fair market value for the Property based upon the conditions that exist at the time of the appraisal. Within fourteen (14) calendar days of the Appraisal Initiation Date, any Party who retains one or more Qualified Valuers shall provide a complete and unaltered copy of each of his/her valuations to one (1) representative of the other Co-Owner. A Party waives the right to retain a Qualified Valuer if he fails to timely fulfill the requirements of this Subsection.

Upon expiration of fourteen (14) calendar days following the Appraisal Initiation Date, the Co-Owners shall determine Appraised Value as follows: (i) If only one (1) valuation from a Qualified Valuer is received, the Appraised Value shall be the value stated in that valuation; (ii) If two (2) or three (3) valuations from Qualified Valuers are received, the Appraised Value shall be the average of the values stated in the valuations; (iii) If four (4) or more valuations from Qualified Valuers are received, the Co-Owners shall disregard the lowest and highest valuations, and the Appraised Value shall be the average of the remaining valuations.

8.2 NOTICES.

Except where expressly prohibited by law, whenever “Notice” is required to be given hereunder to a Party, a Co-Owner, or the Association, such Notice shall be deemed properly given if done so in accordance with the following provisions.

Notice to Association. Any Notice or other communication to the Association shall be given by email to Manager’s last known email address.

Notice to Co-Owner. Notices shall be considered properly given to a Co-Owner when they are properly given to such Co-Owner’s Designated Party.

Notice to Party. Except when otherwise required by law, any Notice or other communication to a Party shall be given by email to the Party’s last known email address. It shall be the responsibility of each Party (i) to regularly monitor such Party’s email communication, and (ii) to provide Notice to the Association and to the other Co-Owner(s) when such Party’s email address changes. Under no circumstances shall the Association, or any of its employees, representatives, assignees, or

subcontractors, be responsible for the consequences when any Party fails to receive a Notice because the intended recipient either (i) failed to check his/her email account with reasonable regularity (to be defined as once every seven (7) days), and (ii) has failed to timely provide Notice of a change in their registered email address within a reasonable time after such change (to be defined as within seven (7) days of the change). Where Notice by email is expressly made inadequate by operation of law, Notice to a Party may be accomplished in any manner permitted by law.

Effective Date of Notice. The "Effective Date" of a Notice shall be seven (7) calendar days after emailing. Where notice by email is expressly made inadequate by operation of law, the Effective Date of the Notice shall be the date specified by law for the manner in which the notice is given or, if no such date is specified, shall be ten (10) calendar days after the Notice is sent or published.

8.3 EFFECTIVE DATE OF AGREEMENT.

The "Effective Date" of this Agreement shall be the date the Agreement is digitally signed by the Account Holder during the creation of his/her account with a completed Deposit to acquiring an ownership percentage stake of the associated property and by accepting the terms and conditions outlined within this agreement. The "Reference Date" of this Agreement shall be the date so described in the recorded/creation account profile of the Account Holder. Each authentic page of this Agreement shall bear the Reference Date as when the account has been created by the interested party to become a Co-Owner of the associated property.

8.4 TERMINATION OF AGREEMENT.

This Agreement shall bind the Parties for ninety (90) years or until such time as one (1) of the following events occurs: (i) One hundred percent (100%) of the Property is resold in a single transaction; (ii) The Co-Owners explicitly agree in writing to no longer be bound by this Agreement; (iii) This Agreement is superseded or lapses by operation of law; or (iiii) The Account Holder decides to sell his/her shares (Principal) by requesting a full buyout along with accrued interest at the specified time.

8.5 DISPUTE RESOLUTION.

Applicability of ADR Provisions. In general, the provisions of this Section shall apply to all disputes between Parties, or between the Association and any Party, relating to this Agreement or the Property. However, where a Co-Owner, acting on behalf of the Association, is attempting to collect all or any portion of a Regular Monthly Assessment or Special Assessment, he/she shall be permitted, but not obligated, to use all or some of the procedures described below, in his/her sole discretion. If he/she chooses to invoke any of these procedures, the Co-Owner from whom he/she is attempting to collect such Assessment shall be obligated to participate and, in the case of arbitration, the result of the procedure shall be binding. A Co-Owner that wishes to challenge the validity of the Assessment may do so only after paying for the Assessment.

Meet and Confer. Disputing Parties shall make a reasonable attempt to resolve the dispute by themselves before employing the mechanisms described in the Subsections below. For the purposes of this Subsection, a reasonable attempt shall constitute, at a minimum, an attempt by each Party to schedule a telephone discussion with the other, and participation in good faith

in such a telephone discussion within fourteen (14) days of the first scheduling attempt. The failure or refusal of either Party to make the efforts described in this Subsection shall, in and of itself, constitute a violation of this Agreement.

Arbitration.

(1) Arbitration is a voluntary or mandatory method of resolving a dispute by delegating decision-making authority to a neutral individual or panel. Except as otherwise provided in this Agreement, any dispute related to the Property or the Association shall be resolved through mandatory arbitration by the Barbados Arbitration Association, or another private arbitration service or individual acceptable to all parties, under its commercial rules. Any Party affected by a dispute may initiate arbitration by Notice. All Parties shall pursue arbitration to a conclusion as quickly as possible and conclude every case within six (6) months from the date of the initial Notice demanding arbitration. Arbitrators shall have the discretion to allow the Parties reasonable and necessary discovery in accordance with applicable law but shall exercise that discretion mindful of the need to promptly and inexpensively resolve the dispute. If a Party refuses to proceed with or unduly delays the arbitration process, any other Party may petition a court for an order compelling arbitration or other related act and shall recover all related expenses, including attorney's fees, unless the court finds that the Party against whom the petition is filed acted with substantial justification or that other circumstances make the recovery of such expenses unjust. An arbitration award may be entered as a court judgment and enforced accordingly. The arbitration award shall be binding in every case.

(2) EACH PARTY IS AGREEING TO HAVE ANY DISPUTE RELATED TO THE PROPERTY OR THE ASSOCIATION DECIDED BY ARBITRATION AND IS GIVING UP ANY RIGHTS HE/SHE MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. IF A PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, HE/SHE MAY BE COMPELLED TO ARBITRATE. EACH PARTY'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

(3) The following matters need not be submitted to binding arbitration: (i) An action or proceeding to compel arbitration, including an action to impose sanctions for frivolous or bad faith activity designed to delay or frustrate arbitration; (ii) An action or proceeding which is within the jurisdiction of a probate or domestic relations court; or (iii) An action to record a notice of pending action, or for an order of attachment, receivership, injunction or other provisional remedies which action shall not constitute a waiver of the right to compel arbitration.

8.6 INDEMNITY.

If a Party becomes subject to any claim, liability, obligation, or loss arising from or related to the willful or negligent act or omission of another Party, such other Party, and the Co-Owner in which he/she holds an ownership interest, shall fully indemnify him/her from all associated costs and expenses including attorney fees.

8.7 MEMORANDUM OF AGREEMENT.

The Co-Owners shall execute and record a short form "Memorandum of Agreement" in the Official Records of the county where the Property is located.

8.8 PARTITION.

Each Party agrees to waive his/her right to seek partition or sale in lieu of partition completely for ninety (90) years following the Effective Date.

8.9 DISTRIBUTION OF PROCEEDS.

Except as otherwise provided in this Agreement, in the event proceeds are realized from an event involving the Property such as the sale of the entire Property, insurance not used for Necessary Repairs, condemnation, or partition, such proceeds shall be allocated according to Percentage Interest. Each Co-owner's share of such allocation shall be reduced/increased by the amount of any lien or encumbrance he/she has against his/her ownership interest and by any other outstanding obligation he/she has under this Agreement, including his/her Shared Debt Percentage of any Shared Mortgage.

8.10 AMENDMENTS.

This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by one (1) representative of each Co-Owner.

8.11 OTHER GENERAL PROVISIONS.

Except as specifically provided in this Agreement, no Party shall have the right to assign any of his/her rights or to delegate any of his/her duties under this Agreement without the approval of all Co-Owners. Time is expressly declared to be of the essence in this Agreement. Except as specifically provided in this Agreement, a provision of the Agreement shall be waived (i) by a Co-Owner, only when a written document explicitly describing the waiver is signed by one (1) representative of the Co-Owner, and (ii) by the Association, only when a written document explicitly describing the waiver is signed by one (1) representative of each Co-Owner. No waiver by any Co-Owner, or by the Association, of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or different provision of this Agreement. This document contains the entire agreement of the Parties relating to any matter regarding the Property. 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, shall be of no force and effect unless contained in a subsequently dated, written document expressly stating such representation, modification or agreement, signed by one (1) representative of each Co-Owner. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in the state where the Property is located in any action on a claim arising out of, under, or in connection with this Agreement or the transactions contemplated by this Agreement. Each Party further agrees that personal jurisdiction over him/her may be effected by service of process by registered or certified mail addressed as provided in this Agreement and that when so made shall be as if served upon him or her personally within the state where the Property is located. If any provision of this Agreement or the application of the 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. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.12 ATTORNEY FEES.

In the event that any dispute between the Parties related to this Agreement or to the Property should result in litigation or arbitration, the prevailing Party in such dispute shall be entitled to recover from the other Party all reasonable fees, costs, and expenses of enforcing any right of the prevailing Party, including without limitation, reasonable attorney's 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 attorney fees and costs incurred in enforcing the such judgment and an award of prejudgment interest from the date of the breach at the maximum rate allowed by law.

8.13 COPYRIGHTS AND LICENSE.

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Exhibit A

Property Location:

The property is located in Diamond Valley in the parish of Saint Philip, Barbados, West Indies.

Name of Property:

The name given to the associated property is Brentwood Closure.

Type of Property:

The type of property is scheduled for commercial use in the form of a B&B Rental Property.

Type of Share Structure:

Fractional ownership is presented in a percentage format to any initial investment (Principal) into a property/company.

Allotted Percentage Disbursement:

To any shareholder/co-owner 0.000014 – 36% APY – Annual Percentage Yield

Security:

Initial investment/principal is secured for 100% payout (repayment) upon the termination of this agreement.

Guarantee:

To generate a higher monthly interest rate (passive income) from produced rental cash flow.

Official Date:

Ownership is granted in a percentage format according to your initial investment from the time/date you successfully make your deposit into your profile account.

Commencement of Proceeds:

1st official rental month of the property after construction has been completed and a certificate of compliance has been granted from the developer and governmental organization(s).

Signature:

Electronic Signatures. This agreement, and/or agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, registration, or any other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email Us at the following address: info-ahc@protonmail.com