ATLAS ONE PARTNERS, INC.

PARTIALLY SECURED FUNDING AGREEMENT

Effective Date: _____

This Partially Secured Funding Agreement (“Agreement”) is entered into as of the Effective Date by and between:

ATLAS ONE PARTNERS, INC., a _____ corporation, together with its designated affiliates, successors, assigns, funding entities, and authorized representatives, as applicable (“Funding Provider” or “Atlas One”);

and

Investee: _____

Investee Entity, if applicable: _____

Principal Business Address: _____

The Funding Provider and the Investee may each be referred to individually as a “Party” and collectively as the “Parties.”

ARTICLE 1

PURPOSE AND COMMERCIAL STRUCTURE

1.1 Purpose

The purpose of this Agreement is to establish the terms under which Atlas One may provide the Investee with access to a designated amount of Partially Secured Funding (“Funding”) for use exclusively in connection with approved real-estate-related opportunities offered, arranged, managed, sponsored, administered, or otherwise made available through Atlas One or its designated affiliates or partners.

Such opportunities may include, without limitation:

a. acquisition of residential real estate;

b. acquisition of homes intended for short-term rental operations;

c. income-producing real estate;

d. participation in approved real-estate investment opportunities;

e. fractional or shared-ownership real-estate interests;

f. hospitality, resort, hotel, room, suite, or related ownership interests;

g. approved property acquisitions and portfolios;

h. property renovation, furnishing, improvement, or preparation for rental operations;

i. approved real-estate acquisition costs and related transaction expenses; and

j. other real-estate products or investment opportunities expressly approved by Atlas One in writing.

1.2 Funding Is Not General-Purpose Cash

The Funding is intended to facilitate participation in approved Atlas One real-estate opportunities and is not intended to function as unrestricted personal or general-purpose business cash.

Accordingly, Funding proceeds shall be subject to the capital-allocation and disbursement controls established under this Agreement.

1.3 No Obligation to Fund Unapproved Uses

Atlas One shall have no obligation to release any draw that it reasonably determines is inconsistent with an approved real-estate transaction, investment structure, underwriting requirement, applicable law, or this Agreement.

1.4 No Guarantee of Investment Performance

The Investee acknowledges that real estate and related investments involve commercial and market risks, including occupancy risk, operating expenses, maintenance expenses, market fluctuations, regulatory changes, property damage, platform changes, and other circumstances outside the complete control of Atlas One.

Any financial projections, estimated cash flows, anticipated distributions, occupancy assumptions, appreciation estimates, or investment illustrations provided by Atlas One are not, by themselves, guarantees of future performance.

The Investee's obligations under this Agreement remain governed by the express payment and performance terms contained herein.

ARTICLE 2

DEFINITIONS

For purposes of this Agreement:

2.1 “Funding”

Means the Partially Secured Funding facility made available by Atlas One to the Investee pursuant to this Agreement.

2.2 “Funded Principal”

Means the aggregate amount of Funding actually disbursed or otherwise advanced for the benefit of the Investee and remaining outstanding from time to time.

2.3 “Available Funding”

Means the undrawn portion of the approved Funding facility.

2.4 “Investee”

Means the individual or entity receiving and utilizing the Funding pursuant to this Agreement. The term “Investee” shall be used throughout this Agreement and does not establish the terminology of a traditional consumer lending relationship.

2.5 “Approved Project”

Means a real-estate property, investment, acquisition, fractional/shared ownership interest, hospitality opportunity, or other transaction expressly approved by Atlas One.

2.6 “Project Entity”

Means the entity, escrow account, property-owning entity, investment entity, special-purpose vehicle, title-holding entity, or other designated account into which Funding may be disbursed.

2.7 “Property Management Agreement”

Means the separate property-management agreement (“PMA”) executed between the Investee and Atlas One or its designated property-management affiliate.

2.8 “Funding Period”

Means the period beginning on the Effective Date and continuing for the applicable period during which Funding remains outstanding or otherwise available under this Agreement.

2.9 “Business Day”

Means any day other than a Saturday, Sunday, or United States federal banking holiday.

ARTICLE 3

FUNDING FACILITY

3.1 Approved Funding Facility

Subject to the terms and conditions of this Agreement, Atlas One may make available to the Investee a Funding facility in an amount not exceeding:

$_____ (“Funding Commitment”).

The Funding Commitment represents the maximum amount that may be made available and does not necessarily represent an amount that Atlas One must disburse in full.

3.2 Individual Funding Draws

Each Funding draw shall be subject to the approval procedures established by Atlas One and may be conditioned upon:

a. identification of the Approved Project;

b. verification of the proposed use of proceeds;

c. confirmation of the Project Entity or escrow instructions;

d. satisfaction of applicable underwriting requirements;

e. verification of applicable security or collateral;

f. execution of required project documents;

g. confirmation that the Investee remains in compliance with this Agreement and the PMA; and

h. any other reasonable closing condition communicated to the Investee.

3.3 No Automatic Obligation for Future Draws

Approval of one Funding draw shall not obligate Atlas One to approve subsequent draws if the Investee, Approved Project, collateral, financial circumstances, documentation, or other relevant conditions have materially changed.

ARTICLE 4

CAPITAL ALLOCATION AND CLOSED-LOOP DISBURSEMENT

4.1 Direct Capital Disbursement

Funding proceeds shall not ordinarily be delivered as unrestricted cash to the Investee's personal account or an unrelated outside business account.

Instead, Atlas One may direct Funding proceeds to:

a. a designated real-estate project escrow;

b. a title or closing company;

c. a Project Entity;

d. a property acquisition account;

e. a vendor or contractor approved for the Approved Project;

f. a designated investment account; or

g. another account or recipient approved by Atlas One.

4.2 Evidence of Use

The Investee shall provide reasonable documentation establishing that Funding proceeds were used for the Approved Project.

Such documentation may include purchase contracts, settlement statements, invoices, contractor agreements, escrow instructions, property records, operating expenses, furnishing invoices, or other transaction documentation.

4.3 Prohibited Uses

Unless expressly approved in writing by Atlas One, Funding shall not be used for:

a. personal living expenses;

b. unrelated consumer purchases;

c. gambling or speculative activities unrelated to the Approved Project;

d. transfers to undisclosed third parties;

e. repayment of unrelated obligations;

f. transactions designed to conceal the ultimate use of proceeds; or

g. any unlawful purpose.

4.4 Minimum Draw

Each draw shall be subject to a minimum draw amount of:

$_____

unless Atlas One approves a different amount in writing.

4.5 Draw Expiration

Atlas One may establish an expiration date for unused portions of the Funding Commitment. Any portion not utilized by the applicable expiration date may be cancelled without creating a liability against Atlas One.

ARTICLE 5

FUNDING TERM AND APR STRUCTURE

5.1 Initial 48-Month Period

Subject to continued compliance with this Agreement, the applicable Funding shall carry an introductory annual percentage rate of:

0.00% APR for Months 1–48.

No periodic interest shall accrue at the 0.00% introductory rate during this period, except to the extent otherwise expressly permitted by applicable law or specifically identified in a separate written disclosure.

5.2 Months 49–60

Beginning in Month 49 and continuing through Month 60, the applicable annual rate shall be:

4.50% APR.

5.3 Month 61 and Thereafter

Beginning in Month 61, the applicable annual rate shall be:

6.50% APR.

5.4 Alternative Variable-Rate Structure

Where expressly selected in the applicable Funding Schedule, the Funding may instead use a variable-rate structure based upon:

SOFR + 2.50%

subject to applicable rate limitations, adjustment mechanics, notice requirements, and applicable law.

The applicable Funding Schedule shall identify whether the Investee has selected a fixed-rate or variable-rate structure.

5.5 Rate Selection

The applicable rate structure shall be identified in the Funding Schedule executed by the Parties.

No change from a fixed structure to a variable structure, or vice versa, shall occur unless authorized by the Agreement and applicable written amendment.

5.6 Default Rate

Following an uncured monetary default, the applicable rate may increase by up to:

4.50 percentage points above the otherwise applicable rate,

subject always to the maximum rate permitted under applicable law.

No default-rate provision shall be interpreted to authorize an unlawful rate.

ARTICLE 6

PAYMENT AND REPAYMENT

6.1 Payment Obligation

The Investee shall repay all outstanding Funded Principal and applicable interest or other amounts due under this Agreement in accordance with the applicable Funding Schedule.

6.2 Property Cash Flow

Where the Approved Project generates rental, hospitality, booking, or other operating revenue, the Parties may establish a controlled cash-flow arrangement under which project revenue is first applied toward authorized project expenses and amounts due under this Agreement before remaining distributable cash flow is released to the Investee.

6.3 Accelerated Repayment

The Investee may repay Funded Principal before the scheduled maturity date, subject to the terms of the applicable Funding Schedule and the continuing obligations of the PMA.

6.4 Early Repayment Does Not Terminate Management

Early repayment of all or any portion of the Funding does not automatically terminate, shorten, rescind, or otherwise eliminate the Investee's obligations under the PMA.

The mandatory management period established under Article 8 shall continue independently of the repayment status of the Funding.

6.5 No Automatic Release of Project Obligations

Repayment of the Funded Principal does not automatically release:

a. collateral;

b. indemnification obligations;

c. confidentiality obligations;

d. representations and warranties;

e. unresolved payment obligations;

f. tax obligations;

g. PMA obligations;

h. dispute-resolution obligations; or

i. other provisions that expressly survive repayment.

ARTICLE 7

PARTIAL SECURITY, COLLATERAL AND LIENS

7.1 Partially Secured Structure

The Funding is intended to be Partially Secured Funding.

The Parties acknowledge that Atlas One may require security interests, liens, pledges, assignments, guarantees, or other credit enhancements in connection with the Funding.

7.2 Collateral

Depending upon the Approved Project and transaction structure, collateral may include:

a. an interest in the Approved Project;

b. an interest in a Project Entity;

c. rental or operating receivables;

d. ownership interests in an applicable entity;

e. project-related accounts;

f. contractual rights associated with the Approved Project;

g. other assets expressly identified in the applicable collateral documents.

7.3 Security Documents

Where required, the Investee shall execute appropriate security instruments, financing statements, collateral assignments, pledges, deeds of trust, mortgages, security agreements, or other documents reasonably necessary to establish and perfect the agreed security interest.

7.4 Priority

The Parties shall establish the priority of any lien or security interest through the applicable project and collateral documents.

7.5 Collateral Release

Upon satisfaction of all secured obligations and expiration of applicable survival obligations, Atlas One shall take commercially reasonable steps to release its applicable security interests, subject to the terms of the relevant security documents.

ARTICLE 8

MANDATORY PROPERTY MANAGEMENT

8.1 Five-Year Management Commitment

As a material condition of receiving Funding for a property intended for Atlas One-managed operations, the Investee agrees to enter into and maintain the applicable PMA for a minimum period of:

Five (5) years from the commencement of management.

8.2 Independent Continuation

The mandatory management period is independent from the repayment period of the Funding.

Consequently, an Investee may repay the Funding early while remaining obligated to maintain the PMA through the required five-year management term.

8.3 Purpose

The Parties acknowledge that the Funding arrangement is commercially structured around the acquisition, operation, management, and monetization of real-estate assets and that continuity of professional management is a material component of the commercial model.

8.4 Management Services

Subject to the PMA, Atlas One or its designated management affiliate may provide or coordinate services including:

a. property listing and distribution;

b. short-term rental management;

c. guest communications;

d. booking management;

e. pricing and revenue optimization;

f. occupancy management;

g. vendor coordination;

h. property maintenance coordination;

i. cleaning and turnover coordination;

j. marketing;

k. platform administration;

l. revenue reporting; and

m. other services specified in the PMA.

ARTICLE 9

EARLY TERMINATION OF MANAGEMENT

9.1 Restricted Early Termination

The Investee shall not terminate the PMA before expiration of the mandatory five-year period except as expressly permitted by the PMA or with Atlas One's written consent.

9.2 Early Termination Charge

If the Investee improperly terminates or materially breaches the PMA before expiration of the mandatory term, the Investee may be responsible for an early termination amount calculated pursuant to the PMA and applicable law.

The Parties may establish the applicable formula as:

Option A: 100% of projected remaining management fees during the unexpired mandatory term;

or

Option B: 10–15% of total Funded Principal;

or

Option C: another commercially reasonable amount specified in the PMA.

The applicable formula shall be stated in the executed PMA/Funding Schedule.

9.3 No Unlawful Penalty

Any early termination charge shall be interpreted and enforced only to the extent permitted under applicable law and shall not operate as an unlawful penalty or unenforceable liquidated-damages provision.

ARTICLE 10

OPERATIONAL AUTHORITY

10.1 Administrative Control

During the applicable management period, Atlas One or its designated management affiliate shall retain the administrative authority expressly granted under the PMA.

10.2 Guest Bookings

The Investee shall not interfere with the booking systems, reservation processes, guest communications, or property-management systems administered by Atlas One except as expressly permitted by the PMA.

10.3 Pricing

Atlas One may utilize dynamic pricing, revenue-management systems, market analysis, seasonal pricing, minimum-stay requirements, promotional pricing, and other commercially reasonable pricing strategies.

10.4 Vendor Selection

Atlas One may select or recommend vendors, contractors, cleaning services, maintenance providers, technology providers, and other operational service providers in accordance with the PMA.

10.5 Platform Listings

Atlas One shall maintain administrative control over applicable short-term-rental and hospitality listings during the management period, subject to the PMA.

10.6 Power of Attorney

To the extent necessary and legally permissible, the Investee may grant Atlas One or its designated affiliate a limited power of attorney for administrative, operational, property-management, booking, vendor, platform, and transaction functions specifically described in the PMA.

Such authority shall not be construed as granting Atlas One unlimited authority over the Investee's personal affairs or unrelated assets.

ARTICLE 11

INVESTEE REPRESENTATIONS

The Investee represents and warrants that:

11.1 Capacity

The Investee has full legal capacity and authority to enter into this Agreement.

11.2 Accuracy

All information supplied to Atlas One in connection with the Funding application, Approved Project, financial condition, ownership, assets, liabilities, and intended use of Funding is materially accurate and complete.

11.3 No Misrepresentation

The Investee has not knowingly withheld material information that would reasonably affect Atlas One's decision to provide Funding.

11.4 Authority of Entity

If the Investee is an entity, the person executing this Agreement represents that he or she has authority to bind the entity.

11.5 Investment Experience

The Investee acknowledges that real-estate investing and ownership involve financial and operational risks and that the Investee has had sufficient opportunity to evaluate the applicable opportunity and obtain independent professional advice.

ARTICLE 12

INVESTOR SUITABILITY AND SECURITIES DISCLOSURES

12.1 Separate Nature of Funding and Investment

The Parties acknowledge that the Funding arrangement and any separate real-estate investment, ownership, fractional ownership, or hospitality opportunity may involve separate legal agreements and obligations.

12.2 No Automatic Securities Characterization

Nothing in this Agreement is intended by the Parties to create or constitute an offer or sale of an investment security except to the extent a particular transaction is separately determined to constitute a security under applicable law.

12.3 Compliance With Securities Laws

Where a proposed Atlas One investment product constitutes a security under applicable federal or state law, the Parties shall use the applicable offering documents, disclosures, exemptions, registrations, suitability procedures, and other compliance mechanisms required by law.

12.4 Investee Acknowledgment

The Investee acknowledges that Atlas One may receive compensation, fees, management revenue, administrative revenue, financing-related revenue, or other economic benefits from transactions involving the Investee.

The Investee acknowledges that such compensation may create actual or potential conflicts of interest and confirms that such conflicts have been disclosed to the extent required by applicable law.

12.5 Independent Advice

The Investee has been afforded the opportunity to consult independent legal, tax, accounting, financial, and investment professionals before executing this Agreement.

ARTICLE 13

CONFLICT OF INTEREST DISCLOSURE

The Investee expressly acknowledges that Atlas One and/or its affiliates may receive economic benefits from multiple components of the relationship, including but not limited to:

a. funding-related fees or financial compensation;

b. property-management fees;

c. acquisition or transaction-related fees;

d. administrative fees;

e. investment-related compensation;

f. vendor or service-related compensation where legally permissible; and

g. other disclosed compensation associated with the Approved Project.

The Investee acknowledges that these relationships may create potential conflicts of interest and agrees that the economic arrangements applicable to the Investee's transaction shall be disclosed in the applicable agreements and schedules.

Investee Initials: _____

ARTICLE 14

PERSONAL GUARANTEE

14.1 Guarantee Requirement

As a condition of Funding, Atlas One may require one or more principals, owners, members, managers, officers, or other designated individuals to execute a separate Personal Guarantee.

14.2 Scope

Unless otherwise limited in the applicable Personal Guarantee, the guarantor may guarantee the Investee's payment and performance obligations under this Agreement, including amounts that remain legally recoverable after application of collateral proceeds.

14.3 Separate Instrument

The Personal Guarantee shall be executed as a separate document and incorporated into this Agreement by reference.

14.4 Continuing Effect

The Personal Guarantee shall remain effective according to its express terms notwithstanding changes in the outstanding Funded Principal, modifications, extensions, renewals, additional draws, or restructuring of the Funding, subject to applicable law.

ARTICLE 15

DEFAULT EVENTS

Each of the following may constitute an Event of Default:

15.1 Monetary Default

Failure to pay an amount due under this Agreement when required, subject to the applicable cure period.

15.2 Misuse of Funding

Use of Funding for an unauthorized or prohibited purpose.

15.3 Material Misrepresentation

A material representation made by the Investee proves to have been materially false or misleading when made.

15.4 Unauthorized Transfer

Sale, assignment, transfer, pledge, or other disposition of the Approved Project or material collateral without required consent.

15.5 Interference With Management

Material interference with Atlas One's rights and responsibilities under the PMA, including unauthorized interference with guest operations, bookings, pricing, listings, vendors, or property-management systems.

15.6 Unapproved Property Modification

Material property modifications that violate the PMA, applicable project requirements, financing restrictions, insurance requirements, or applicable law.

15.7 Failure to Maintain Insurance

Failure to maintain required insurance coverage.

15.8 Bankruptcy or Insolvency

The occurrence of a bankruptcy, insolvency, receivership, assignment for the benefit of creditors, or similar proceeding involving the Investee, subject to applicable law.

15.9 Cross-Default

A material uncured default under the PMA may constitute a default under this Agreement where expressly identified as a cross-default.

Likewise, a material uncured default under this Agreement may constitute a default under the PMA where expressly provided therein.

ARTICLE 16

CURE PERIODS

16.1 Monetary Defaults

For monetary defaults, the Investee shall have 15–25 Business Days, or such other period specified in the applicable Funding Schedule, after receipt of written notice to cure the default.

16.2 Non-Monetary Defaults

For non-monetary defaults that are reasonably capable of cure, the Investee shall have 20 Business Days after written notice to cure, provided that if the default reasonably requires additional time, the Investee diligently commences and continues corrective action.

16.3 Immediate Defaults

No cure period shall be required where immediate action is reasonably necessary to prevent:

a. fraud;

b. intentional misuse of Funding;

c. dissipation of collateral;

d. unlawful conduct;

e. material impairment of Atlas One's security interest;

f. imminent material damage to the Approved Project; or

g. another circumstance where delay would materially prejudice Atlas One's rights.

ARTICLE 17

DEFAULT INTEREST AND REMEDIES

17.1 Default Rate

After expiration of any applicable cure period, the outstanding amount may accrue at the applicable default rate established under Article 5, subject to applicable law.

17.2 Acceleration

Following an uncured Event of Default, Atlas One may declare some or all outstanding Funded Principal and other amounts immediately due and payable, subject to applicable law and the relevant project documents.

17.3 Security Enforcement

Atlas One may exercise rights available under the applicable security documents following an uncured Event of Default, including enforcement of liens or security interests to the extent legally permissible.

17.4 Personal Guarantee

Atlas One may enforce any applicable Personal Guarantee following an uncured default, subject to the terms of that guarantee and applicable law.

17.5 Suspension of Further Funding

Atlas One may suspend or terminate undrawn Funding following an Event of Default.

ARTICLE 18

RIGHT OF OFFSET AND CONTROLLED CASH FLOW

18.1 Offset

To the extent legally permissible and authorized by the applicable agreements, Atlas One may apply net rental, booking, hospitality, or other project-generated revenues otherwise payable to the Investee toward amounts then due and owing under this Agreement.

18.2 Order of Application

Unless otherwise required by applicable law or project documentation, amounts collected may be applied in the following order:

taxes and mandatory governmental charges;

approved operating expenses;

property-level expenses;

management fees and authorized expenses;

accrued interest or other amounts due;

outstanding Funded Principal; and

remaining distributable cash flow to the Investee.

18.3 No Waiver

Application of project revenue toward amounts due shall not waive any other remedy available to Atlas One.

ARTICLE 19

INSURANCE AND PROPERTY PROTECTION

The Investee shall maintain insurance reasonably appropriate to the Approved Project, including, where applicable:

a. property insurance;

b. liability insurance;

c. short-term-rental or hospitality coverage;

d. flood insurance;

e. casualty coverage; and

f. other insurance reasonably required by Atlas One or the Project Entity.

Evidence of required insurance shall be provided upon request.

ARTICLE 20

TAXES

The Investee is solely responsible for determining and satisfying applicable federal, state, local, property, income, capital-gains, occupancy, lodging, sales, or other tax obligations arising from the Investee's ownership, investment, Funding, property operations, or distributions.

Atlas One does not provide tax advice under this Agreement.

ARTICLE 21

FEES AND EXPENSES

The Investee shall be responsible for fees expressly identified in the applicable Funding Schedule or other executed transaction documents.

Such fees may include, where legally permissible:

a. origination or arrangement fees;

b. administrative fees;

c. underwriting fees;

d. legal or documentation expenses;

e. collateral recording fees;

f. appraisal or valuation expenses;

g. title and escrow expenses;

h. property-management fees; and

i. other transaction-specific costs.

All applicable fees shall be disclosed in the relevant transaction documentation.

ARTICLE 22

USURY AND RATE LIMITATIONS

22.1 Compliance

Notwithstanding anything contained in this Agreement, no interest, default interest, fee, charge, or other amount payable under this Agreement shall exceed the maximum amount permitted under applicable law.

22.2 Reformation

If any provision would result in an unlawful rate or charge, the provision shall automatically be reduced to the maximum legally permissible amount to the extent permitted by law.

22.3 Jurisdiction

The Parties shall identify the governing jurisdiction and applicable commercial funding laws in the Funding Schedule.

Governing Jurisdiction: _____

ARTICLE 23

INFORMATION AND REPORTING

The Investee shall provide information reasonably necessary for Atlas One to administer the Funding and Approved Project, including:

a. project financial information;

b. ownership documentation;

c. property documentation;

d. insurance documentation;

e. tax information where reasonably required;

f. financial statements where applicable;

g. evidence of compliance with project requirements; and

h. information necessary to administer collateral.

Atlas One shall use commercially reasonable procedures in handling information received from the Investee.

ARTICLE 24

RECORDS AND AUDIT RIGHTS

The Investee shall maintain records relating to the Approved Project and use of Funding.

Upon reasonable notice, Atlas One may review records reasonably related to:

a. Funding proceeds;

b. Approved Project expenses;

c. property operations;

d. collateral;

e. revenue;

f. management obligations; and

g. compliance with this Agreement.

ARTICLE 25

TRANSFER AND ASSIGNMENT

25.1 Investee Restrictions

The Investee may not assign this Agreement, transfer its rights, or transfer a material interest in the Approved Project without Atlas One's prior written consent where such consent is required under the applicable project documents.

25.2 Atlas One Assignment

Atlas One may assign or transfer its rights under this Agreement to an affiliate, successor, funding partner, financing entity, or other permitted assignee, subject to applicable law.

ARTICLE 26

CONFIDENTIALITY

The Parties shall maintain the confidentiality of non-public business, financial, operational, transaction, pricing, funding, and proprietary information received in connection with the relationship, except where disclosure is:

a. required by law;

b. required by a governmental or regulatory authority;

c. required by a court;

d. made to professional advisers;

e. made to financing or funding partners subject to appropriate confidentiality obligations; or

f. otherwise authorized in writing.

ARTICLE 27

COMPLIANCE WITH LAW

Each Party shall comply with applicable federal, state, and local laws and regulations applicable to its obligations under this Agreement.

Nothing in this Agreement requires either Party to take an action that would violate applicable law.

ARTICLE 28

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement alone shall be interpreted to create a general partnership, joint venture, employment relationship, fiduciary relationship, agency relationship, or other legal relationship beyond those expressly established in the executed transaction documents.

Any specific ownership, investment, partnership, management, agency, or Project Entity relationship shall be governed by the applicable separate agreement.

ARTICLE 29

NOTICES

All formal notices required under this Agreement shall be delivered to the addresses or electronic addresses designated below.

Atlas One Partners, Inc.

Address: _____

Email: _____

Attention: _____

Investee

Address: _____

Email: _____

Attention: _____

Notice shall be effective upon confirmed delivery by an authorized method specified by the Parties.

ARTICLE 30

DISPUTE RESOLUTION

Before commencing formal proceedings, the Parties shall attempt in good faith to resolve any dispute through direct discussions between authorized representatives.

If the dispute cannot be resolved, the Parties may proceed according to the dispute-resolution mechanism selected below:

☐ State/Federal Court

☐ Binding Arbitration

☐ Mediation followed by Arbitration

☐ Other: _____

The selected procedure shall be governed by the applicable jurisdiction identified in this Agreement.

ARTICLE 31

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, neither Party shall be liable to the other for consequential, incidental, special, exemplary, or punitive damages arising from this Agreement, except to the extent such limitation is prohibited by law or does not apply to the particular claim.

Nothing in this Article limits liability for fraud, intentional misconduct, willful violation of law, or obligations that cannot legally be limited.

ARTICLE 32

INDEMNIFICATION

The Investee shall indemnify and hold harmless Atlas One and its applicable affiliates, officers, directors, employees, agents, and representatives from third-party claims, damages, liabilities, costs, and expenses arising from the Investee's:

a. material breach of this Agreement;

b. unauthorized use of Funding;

c. unlawful conduct;

d. ownership or operation of the Approved Project;

e. violation of applicable property or rental laws;

f. negligence or willful misconduct; or

g. breach of representations made under this Agreement.

This provision is subject to applicable law.

ARTICLE 33

EVENTS OUTSIDE CONTROL

Neither Party shall be responsible for delays caused by circumstances beyond its reasonable control, including natural disasters, governmental actions, major infrastructure failures, widespread technology failures, war, civil disturbance, or other force majeure events.

This provision does not excuse payment obligations that have already accrued.

ARTICLE 34

NO WAIVER

Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of its right to enforce that provision later.

Any waiver must be in writing.

ARTICLE 35

SEVERABILITY

If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable, the remaining provisions shall remain effective to the fullest extent permitted by law.

Where permitted, the invalid provision shall be modified to the minimum extent necessary to make it enforceable while preserving its intended commercial purpose.

ARTICLE 36

ENTIRE AGREEMENT

This Agreement, together with the Funding Schedule, PMA, security documents, Personal Guarantee, disclosures, and other executed transaction documents expressly incorporated by reference, constitutes the complete agreement concerning the Funding arrangement.

In the event of a conflict, the Parties shall interpret the documents according to the following priority unless otherwise required by law:

mandatory applicable law;

security documents with respect to collateral;

this Agreement;

Funding Schedule;

PMA; and

other transaction-specific documents.

ARTICLE 37

AMENDMENTS

No amendment, modification, waiver, or change to this Agreement shall be effective unless made in writing and executed by authorized representatives of the Parties, except where this Agreement expressly permits an administrative adjustment.

ARTICLE 38

ELECTRONIC EXECUTION

Electronic signatures, digital signatures, scanned signatures, and electronically transmitted copies of signed documents shall have the same effect as original signatures to the extent permitted by applicable law.

ARTICLE 39

SURVIVAL

Provisions relating to:

a. payment obligations;

b. indemnification;

c. confidentiality;

d. representations;

e. tax obligations;

f. dispute resolution;

g. collateral;

h. Personal Guarantees;

i. accrued obligations; and

j. any provision that by its nature should survive,

shall survive termination or repayment of the Funding to the extent applicable.

ARTICLE 40

ACKNOWLEDGMENT OF COMMERCIAL STRUCTURE

The Investee acknowledges and agrees that:

Atlas One's Funding is being made available in connection with the Investee's participation in approved real-estate-related products and opportunities.

The Funding is structured as Partially Secured Funding and is not to be described in the transaction documents as a traditional consumer loan unless required by applicable law.

The Investee is designated as an Investee for purposes of the Parties' contractual terminology.

The initial Funding period provides for 0.00% APR for Months 1–48, subject to the terms of this Agreement.

Months 49–60 are subject to 4.50% APR, unless an applicable alternative rate structure is selected.

Month 61 and thereafter are subject to 6.50% APR, unless an applicable alternative rate structure is selected.

A variable-rate option may be established at SOFR + 2.50%, subject to the applicable Funding Schedule and legal limitations.

The Funding may be secured in part by property, project interests, receivables, guarantees, liens, or other collateral.

The Investee's early repayment of Funding does not automatically terminate the mandatory five-year PMA.

The Investee understands that Atlas One may receive economic benefits from both Funding-related activities and real-estate management or investment activities.

The Investee has had the opportunity to seek independent legal, tax, accounting, financial, and investment advice.

The Investee understands that projected property performance is not a substitute for the Investee's contractual obligations under this Agreement.

ARTICLE 41

FUNDING SCHEDULE

The following terms shall be completed for each Investee:

Funding Commitment: $_____

Initial Draw: $_____

Maximum Available Funding: $_____

Funding Purpose: _____

Approved Project: _____

Project Entity: _____

Initial Funding Date: _____

Maturity Date: _____

Months 1–48: 0.00% APR

Months 49–60: 4.50% APR

Month 61+: 6.50% APR

Rate Structure:

☐ Fixed

☐ Variable — SOFR + 2.50%

Minimum Draw: $_____

Management Term: Five (5) years

Default Rate Adjustment: +4.50 percentage points, subject to applicable law

Governing Law: _____

Dispute Resolution: _____

ARTICLE 42

INVESTEE ACKNOWLEDGMENT AND SIGNATURE

By signing below, the Investee confirms that the Investee:

has read and understands this Agreement;

has had an opportunity to ask questions concerning the Funding;

understands the Funding rate structure;

understands that the Funding is intended to be used in connection with an Approved Project;

understands the five-year management commitment where applicable;

understands the partially secured nature of the Funding;

acknowledges the disclosed economic relationship between Funding and property-management activities;

acknowledges that real-estate performance may vary;

has had the opportunity to seek independent professional advice; and

voluntarily enters into this Agreement.

FUNDING PROVIDER

ATLAS ONE PARTNERS, INC.

By: _____

Name: _____

Title: _____

Date: _____

Signature: _____

INVESTEE

Legal Name: _____

Entity Name (if applicable): _____

By: _____

Name: _____

Title: _____

Date: _____

Signature: _____

INVESTEE PRINCIPAL / GUARANTOR

Name: _____

Title/Capacity: _____

Date: _____

Signature: _____

CONFLICT-OF-INTEREST ACKNOWLEDGMENT

I acknowledge that Atlas One and/or its affiliates may receive compensation from more than one component of my transaction, including Funding-related activities and real-estate/property-management activities, as disclosed in the applicable transaction documents.

Investee Initials: _____

Date: _____