REAL ESTATE INVESTMENT AND SERVICES SUBSCRIPTION AGREEMENT

ATLAS ONE PARTNERS, INC.

IMPORTANT NOTICE TO INVESTORS AND CLIENTS:
THIS REAL ESTATE INVESTMENT AND SERVICES SUBSCRIPTION AGREEMENT ("AGREEMENT") IS A BINDING LEGAL CONTRACT. PLEASE READ IT IN ITS ENTIRETY CAREFULLY BEFORE SIGNING. BY EXECUTING THIS AGREEMENT ELECTRONICALLY OR VIA PHYSICAL SIGNATURE, YOU ("INVESTOR/CLIENT") UNCONDITIONALLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY ALL TERMS, CONDITIONS, COVENANTS, RISK DISCLOSURES, AND OPERATIONAL SCHEDULES CONTAINED HEREIN.

SECTION 1. PARTIES TO THE AGREEMENT

This Agreement is entered into and made effective as of the date of electronic execution or physical execution by the last signing party ("Effective Date"), by and between:

1. **ATLAS ONE PARTNERS, INC.**, a Delaware corporation, including its subsidiaries, special purpose vehicles (SPVs), underlying series LLCs, affiliates, managers, and authorized operational partners (collectively referred to herein as the **"Company"**, **"Atlas One"**, **"We"**, **"Us"**, or **"Manager"**); and
2. **THE UNDERSIGNED INVESTOR OR CLIENT**, whether an individual, revocable or irrevocable trust, limited liability company, corporation, partnership, or other legal entity as set forth on the signature page hereto (collectively referred to herein as the **"Investor/Client"**, **"Subscriber"**, **"You"**, or **"Your"**).

The Company and Investor/Client may individually be referred to as a "Party" and collectively as the "Parties."

SECTION 2. RECITALS & PURPOSE OF INVESTMENT

WHEREAS, the Company operates a comprehensive, global hospitality real estate, short-term rental management, fractional property allocation, and capital advisory platform designed to facilitate passive real estate income, long-term asset growth, and retirement-oriented cash flow structures; and

WHEREAS, the Investor/Client desires to retain the Company for real estate services, subscribe for membership units, acquire fractional real estate interests, participate in yield programs, or utilize funding and advisory frameworks offered by the Company; and

WHEREAS, the Parties wish to establish the formal master terms and conditions governing their legal relationship across all present and future investment tracks, service modules, and asset allocations executed under this master structure.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and monetary consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 3. SCOPE OF SERVICES & PROGRAM MODULES

Depending upon the specific options selected by the Investor/Client on an accompanying **Asset Series Schedule** or **Service Selection Addendum**, this Agreement governs participation across any combination of the following operational program modules:

3.1 Full-Service Hospitality & Property Management

The Company shall provide comprehensive, end-to-end management services for designated real estate assets owned, co-owned, or leased by the Investor/Client. These services shall encompass:

- **Property Onboarding & Setup:** Conducting initial physical inspections, utility integrations, lockbox/smart lock installations, inventory logging, and safety compliance audits.
- **Listing Creation & Multi-Channel Optimization:** Crafting high-converting property listings with professional photography, copywriting, and strategic distribution across global travel platforms including Airbnb, VRBO, Booking.com, Expedia, and direct booking engines.

- **Guest Hosting & Hospitality Operations:** Providing 24/7 guest communication, automated check-in protocols, emergency maintenance dispatch, professional turnover cleaning coordination, and premium guest amenity management.
- **Revenue Optimization & Dynamic Pricing:** Utilizing algorithmic market data, seasonal occupancy models, and dynamic pricing software to continuously optimize average daily rates (ADR) and revenue per available room (RevPAR).
- **Maintenance & Asset Care:** Coordinating routine preventative maintenance, vendor inspections, emergency repairs, and property condition assessments.

3.2 Passive Real Estate Income & Brand Allocations

The Company facilitates client allocation into institutional-grade, professionally managed hospitality assets globally.

- **Global Brand Network:** Program allocations may include interests, revenue-sharing rights, or fractional shares tied to luxury and upper-upscale hospitality properties affiliated with or operated under brand networks such as Marriott, Hyatt, Wyndham Hotels & Resorts, Hilton, The Ritz-Carlton, Four Seasons, The Standard Hotels, Emaar, Jumeirah Residence, Binghati, The Taj Mahal Palace, Crown & Champa Resorts, Outrigger, and Jin Jiang International.
- **Income Models:** The Investor/Client may elect to participate in (a) **Variable Rate Performance Models**, where distributions fluctuate based on net property performance, or (b) **Fixed Yield Options**, where structured returns are fixed at a predetermined annual percentage rate as specified in the applicable Asset Series Schedule.

3.3 Funding & Capital Solutions

The Company assists clients in navigating real estate financing and business capital access:

- **Atlas One Capital Facilitation:** Providing direct capital structuring or co-investment frameworks for qualifying acquisition projects.
- **Lending Partner Network:** Assisting clients in identifying and applying for low-interest or no-interest business loans, lines of credit, revolving credit facilities, and non-recourse debt through the Company's network of third-party institutional lenders and financial partners.

3.4 Short-Term Rental (STR) Sourcing & Acquisition Strategy

The Company offers specialized acquisition guidance to identify and acquire high-yield hospitality properties:

- Sourcing off-market and on-market short-term rental opportunities with high cash-flow potential.
- Conducting market opportunity analyses, cap rate calculations, gross rental yield projections, and regulatory risk checks.
- Integrating acquired properties directly into the Atlas One operational ecosystem.

3.5 Fractional Real Estate Ownership

The Company enables clients to acquire equity shares or revenue-share rights in specific real estate assets:

- **Fractionalization:** Slicing property ownership into distinct, affordable membership units held through specialized Single Purpose Vehicles (SPVs) or Series LLCs.
- **Passive Allocation:** Allowing fractional owners to collect proportional net rental income and capital appreciation distributions without assuming individual operational, host, or landlord responsibilities.

3.6 Strategic 5-Year Outcome & Retirement Planning

The Company provides tailored strategic roadmaps designed to transition isolated property purchases into a long-term, retirement-focused real estate portfolio. These strategies focus on recurring income generation, debt amortisation, capital growth, and tax-efficient wealth transfers.

SECTION 4. SPECIFIC PROPERTY ALLOCATION & INVESTMENT SERIES

1. **Series Structure:** Each specific real estate asset, property portfolio, or financial pool in which the Investor/Client participates shall be established as a separate, distinct Investment Series or SPV (e.g., *Atlas One Series STR-Miami Beach LLC* or *Atlas One Luxury Hotel Fund I, LLC*).
2. **Asset Series Schedule:** The precise identity, address, financial terms, fee structures, target yields, and capital requirements of the assigned property or series shall be memorialized in a separate **Asset Series Schedule** executed by both Parties, which shall automatically incorporate all terms of this Agreement.

3. **Limitation of Liability Between Series:** Pursuant to applicable state laws (including Delaware Series LLC statutes), the debts, liabilities, obligations, and expenses incurred with respect to a specific Investment Series shall be enforceable against the assets of such Investment Series only, and not against the assets of the Company generally or any other Investment Series.

SECTION 5. SUBSCRIPTION, CAPITAL COMMITMENT & PURCHASE TERMS

1. **Subscription:** Investor/Client hereby irrevocably subscribes to purchase, and the Company agrees to issue, the number of membership units, fractional interests, or service participation rights set forth in the applicable Asset Series Schedule.
2. **Investment Amount & Settlement:** The aggregate purchase price or capital contribution ("Investment Amount") must be remitted by the Investor/Client to the Company's designated clearing account via electronic wire transfer, ACH transfer, or approved digital settlement within three (3) business days of executing the Asset Series Schedule.
3. **Acceptance or Rejection:** The Company reserves the absolute right, in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason whatsoever prior to settlement. If a subscription is rejected, all funds remitted shall be promptly returned to the Investor/Client without interest or deduction.

SECTION 6. INVESTOR REPRESENTATIONS AND WARRANTIES

The Investor/Client hereby represents, warrants, and covenants to the Company as follows:

1. **Authority & Legal Capacity:** The Investor/Client has full power, legal capacity, and authority to enter into, execute, and deliver this Agreement and to perform all obligations hereunder. If executing on behalf of an entity or trust, the undersigned representative is duly authorized to bind such entity.
2. **Suitability & Financial Sophistication:** The Investor/Client possesses sufficient knowledge and experience in financial, real estate, and business matters to evaluate the merits and risks of an investment in the Company's programs. The Investor/Client is capable of bearing the economic risk of the investment, including the complete loss of capital.
3. **Accreditation / Eligibility:** If required for the specific Investment Series selected, the Investor/Client qualifies as an "Accredited Investor" as defined under Rule 501(a) of Regulation D under the U.S. Securities Act of 1933, as amended, or meets the relevant state/international qualification standards.
4. **Investment Intent:** The membership interests or fractional rights are being acquired solely for the Investor/Client's own account, for investment purposes only, and not with a view toward resale, fractional distribution, or public clearing.
5. **Anti-Money Laundering (AML) & Sanctions Compliance:** Funds remitted by the Investor/Client do not derive from illegal activities, money laundering, or sanctions-busting operations. The Investor/Client is not listed on any U.S. Treasury Department Office of Foreign Assets Control (OFAC) sanctions list.

SECTION 7. COMPANY REPRESENTATIONS & DISCLAIMERS

1. **Corporate Standing:** The Company represents that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, with full corporate power to execute this Agreement and execute its operational mandate.
2. **Service Standard:** The Company agrees to perform property management, listing optimization, revenue distribution, and advisory services in a professional, commercially reasonable manner consistent with global hospitality standards.
3. **Scope Disclaimer:** While the Company facilitates capital introduction and works alongside third-party lending partners, the Company is not a registered broker-dealer, commercial bank, or FDIC-insured depository institution.

SECTION 8. USE OF CAPITAL & REVENUE ALLOCATION

Capital contributions provided by the Investor/Client shall be deployed strictly according to the budgetary framework set forth in the applicable Asset Series Schedule, which may include:

- Property purchase price, closing fees, title insurance, and legal costs.
- Property renovation, interior design, luxury furnishing, and amenities installation.
- Technology integration, dynamic pricing software licensing, and listing setup.
- Initial operational working capital buffers and maintenance reserves.
- Payment of acquisition facilitation, management onboarding, and structuring fees.

SECTION 9. MANAGEMENT AUTHORITY & OPERATIONAL CONTROL

1. **Sole Manager Discretion:** The Company (or its designated professional management sub-contractors) shall have exclusive control and authority over the day-to-day operations, management, marketing, and commercial exploitation of all properties within the platform.
2. **Operational Decisions:** Investor/Client acknowledges that they shall have no right or authority to interfere with operational decisions, including guest selection, daily pricing algorithms, room rate adjustments, cancellation policies, vendor hiring, maintenance scheduling, or platform positioning.
3. **Travel Platform Partnerships:** The Company is authorized to execute agreements and channel partner listings across third-party travel, hospitality, and distribution networks in order to maximize property booking velocity and occupancy rates.

SECTION 10. REVENUE DISTRIBUTION POLICY & WATERFALL

Net operational revenue generated by a property or Investment Series shall be calculated and distributed in accordance with the following general waterfall principles, subject to specific modifications in an Asset Series Schedule:

1. **Gross Revenue Collection:** All booking fees, room charges, amenity fees, and operational income are collected into the designated Investment Series operating account.
2. **Operational Expense Priority:** Gross revenues are applied first to satisfy property operating expenses, including utilities, property taxes, insurance premiums, turnover cleaning costs, channel booking fees, platform commissions, maintenance expenses, and debt service (mortgage/loan obligations).
3. **Reserves & Management Fees:** Next, required property reserve allocations (for capital expenditures) and Company management fees are deducted.
4. **Investor Distributions:** Remaining **Net Distributable Cash Flow** is paid out to the Investor/Client according to their ownership percentage, fixed yield schedule, or fractional model on a monthly or quarterly basis.

SECTION 11. MANAGEMENT COMPENSATION AND FEES

The Company shall be compensated for its administrative, onboarding, management, and portfolio structuring services through one or more of the following fee structures (as set forth in the applicable Schedule):

- **Property Management Fee:** A percentage (typically 10% to 25%) of gross rental revenues generated by managed short-term rental assets.
- **Acquisition & Sourcing Fee:** A one-time fee calculated as a percentage of the purchase price for property sourcing, underwriting, and acquisition facilitation.
- **Asset Management Fee:** An annual percentage fee based on total assets under management (AUM) within a specific investment fund or fractional series.
- **Onboarding & Listing Fee:** A flat fee covering property setup, professional media production, lock integration, and channel distribution.

SECTION 12. RISK FACTORS & INVESTMENT DISCLOSURES

INVESTMENT IN REAL ESTATE AND HOSPITALITY ASSETS IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. The Investor/Client explicitly acknowledges and assumes the following risk factors:

1. **Market Volatility & Travel Demand:** Short-term rental and hotel performance is highly dependent on general economic conditions, consumer discretionary spending, travel trends, local tourism cycles, and geopolitical events.
2. **Illiquidity:** Membership units and fractional real estate interests cannot be easily liquidated or traded on a secondary market. Investors must be prepared to hold their allocations for the entire investment lifecycle.
3. **Regulatory & Zoning Risks:** Municipalities and local governments frequently update regulations, tax structures, licensing requirements, and zoning laws regarding short-term rentals. Regulatory shifts may restrict property operations or increase compliance costs.
4. **Property Damage & Maintenance Costs:** Properties are subject to physical wear and tear, catastrophic weather events, structural failures, and guest-inflicted damage that may exceed security deposits or insurance coverage.

5. **Leverage Risks:** Properties acquired with debt financing carry foreclosure risks if property revenues are insufficient to cover ongoing mortgage and interest obligations.

SECTION 13. NO GUARANTEE OF RETURNS

EXCEPT WHERE A SPECIFIC WRITTEN GUARANTEED FIXED-RATE INSTRUMENT IS EXECUTED, ALL FINANCIAL PROJECTIONS, TARGET YIELDS, HISTORICAL RETURNS, ESTIMATED OCCUPANCY RATES, AND CASH FLOW MODELS PROVIDED BY THE COMPANY ARE FOR ILLUSTRATIVE PURPOSES ONLY. THEY DO NOT CONSTITUTE GUARANTEES OR PROMISES OF FUTURE PERFORMANCE. ACTUAL RESULTS MAY VARY MATERIALLY.

SECTION 14. TRANSFER RESTRICTIONS & EXIT STRATEGIES

1. **Lock-Up Period:** Fractional units and series investments are subject to a lock-up period as defined in the Asset Series Schedule (typically 3 to 5 years).
2. **Transfer Consent Required:** Investor/Client shall not sell, assign, transfer, pledge, hypothecate, or encumber any interest or unit without the express prior written consent of the Company, which may be withheld in its sole discretion.
3. **Right of First Refusal (ROFR):** The Company and/or existing series members shall hold a right of first refusal to purchase any units offered for transfer by an Investor/Client at market valuation.
4. **Exit Strategies:** Expected exit strategies for an Investment Series may include property refinancing, capital restructuring, open market asset sale, or unit redemption upon maturity of the 5-year portfolio plan.

SECTION 15. TAX MATTERS & REPORTING

1. **Pass-Through Tax Status:** For tax purposes, most Investment Series SPVs will operate as partnerships or disregarded entities. Investor/Client will receive annual tax reporting documents (e.g., Schedule K-1 or Form 1099) reflecting their allocable share of income, gains, losses, deductions, and credits.
2. **Tax Responsibility:** The Company does not provide legal or tax advice. The Investor/Client is solely responsible for evaluating the tax implications of their participation with their own certified public accountant (CPA) or tax counsel.

SECTION 16. FINANCIAL REPORTING & COMMUNICATIONS

1. **Client Portal Access:** The Company shall maintain an online client portal or digital reporting framework offering the Investor/Client periodic updates regarding booking performance, occupancy rates, financial statements, and distribution summaries.
2. **Electronic Notice:** All notices, reports, statements, and official communications from the Company shall be delivered electronically via the email address supplied by the Investor/Client or posted directly within the client portal.

SECTION 17. GOVERNING LAW, ARBITRATION & JURISDICTION

1. **Governing Law:** This Agreement, its interpretation, and any disputes arising out of or relating to it shall be governed by and construed in accordance with the internal laws of the **State of Delaware**, without regard to its principles of conflicts of law.
2. **Mandatory Binding Arbitration:** Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement, including its formation, breach, or termination, shall be settled by binding arbitration administered by the **American Arbitration Association (AAA)** under its Commercial Arbitration Rules.
3. **Venue:** The seat and location of arbitration shall be Wilmington, Delaware, or conducted virtually upon mutual agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
4. **Waiver of Jury Trial & Class Action:** BOTH PARTIES EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY AND AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

SECTION 18. LIMITATION OF LIABILITY & INDEMNIFICATION

1. **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES SHALL BE LIABLE TO THE INVESTOR/

CLIENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS OR REVENUE) ARISING OUT OF THIS AGREEMENT. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE COMPANY EXCEED THE TOTAL MANAGEMENT FEES ACTUALLY RETAINED BY THE COMPANY FROM THE INVESTOR/CLIENT HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

2. **Indemnification:** Investor/Client agrees to defend, indemnify, hold harmless, and release the Company, its officers, managers, and partners from and against any claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) any breach of representation or covenant made by Investor/Client herein, or (b) false or misleading information provided by Investor/Client.

SECTION 19. CONFIDENTIALITY & PROPRIETARY INTELLECTUAL PROPERTY

1. **Confidentiality:** Investor/Client acknowledges that all property sourcing models, financial algorithms, dynamic pricing configurations, underwriting sheets, vendor relationships, and client lists provided by the Company constitute trade secrets and confidential business information. Investor/Client agrees not to disclose such information to any third party without prior written authorization.
2. **Proprietary Systems:** All software, marketing tools, operational systems, and brand assets developed by Atlas One Partners remain the exclusive intellectual property of the Company.

SECTION 20. AMENDMENTS, SEVERABILITY & WAIVER

1. **Amendments:** This Agreement may be modified or amended only by a written instrument executed by both the Company and the Investor/Client.
2. **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.
3. **No Waiver:** Failure by either Party to enforce any provision of this Agreement shall not be construed as a waiver of future enforcement of that or any other provision.

SECTION 21. ELECTRONIC SIGNATURES & COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same legal instrument. Execution via digital signature software (e.g., DocuSign, Adobe Sign, or secure portal execution) shall have the full legal force and effect of an original wet-ink signature pursuant to the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and applicable state legislation.

SECTION 22. ENTIRE MASTER AGREEMENT

This Agreement, together with all attached Exhibits, Schedules, and executed Addenda, represents the final, complete, and exclusive agreement between the Parties regarding the subject matter hereof, superseding all prior oral or written agreements, representations, pitch decks, proposals, or communications.

SECTION 23. INVESTOR ACKNOWLEDGMENT AND SIGNATURE PAGE

IN WITNESS WHEREOF, the Investor/Client has executed this Real Estate Investment and Services Subscription Agreement as of the date indicated below.

INVESTOR / CLIENT:

SIGNATURE OF INDIVIDUAL OR AUTHORIZED REPRESENTATIVE

PRINTED NAME OF INDIVIDUAL OR LEGAL ENTITY

TITLE (IF EXECUTING ON BEHALF OF AN ENTITY/TRUST)

TAXPAYER ID / SSN / EIN

PRIMARY EMAIL ADDRESS

DATE

COMPANY ACCEPTANCE & EXECUTION

ATLAS ONE PARTNERS, INC.

AUTHORIZED EXECUTIVE SIGNATURE

PRINTED NAME OF OFFICER

TITLE

EXECUTION DATE

EXHIBIT A: ASSET SERIES & SERVICE SELECTION SCHEDULE

(This Schedule is to be completed for each individual property, series investment, or service package selected by the Investor/Client)

1. CLIENT & ALLOCATION DETAILS

Client/Investor Name: _____

Designated Investment Series / SPV: _____

Property Address / Asset ID: _____

2. SERVICE MODULE SELECTION (Check all that apply)

[ ] **Module A: Full-Service Short-Term Rental Management**

[ ] **Module B: Passive Real Estate Income (Brand Allocation / Fixed or Variable Return)**

[ ] **Module C: Fractional Real Estate Equity Ownership**

[ ] **Module D: STR Acquisition & Sourcing Advisory**

[ ] **Module E: Funding & Business Capital Solutions**

[ ] **Module F: Strategic 5-Year Retirement Plan Implementation**

3. FINANCIAL SUMMARY

Total Capital Contribution / Investment Amount: $_____

Ownership Units / Fractional Percentage: _____

Management Fee Structure: _____% of Gross Revenue / $_____

Target Yield / Payment Frequency: [ ] Monthly [ ] Quarterly [ ] Annual

Lock-Up / Lifecycle Term: _____ Years

4. SPECIAL PROVISIONS / ADDENDA:

_____

_____

CLIENT INITIALS: _____ **COMPANY INITIALS:** _____