v2 · 29 October 2026 · sole member agreement for a Hawaii nonprofit corporation with one member (HRS chapter 414D). For Michael Hege's review, then counsel. Not legal advice. Bracketed items are blanks.

SOLE MEMBER AGREEMENT

BVROC MARKETING GROUP, INC.

A Hawaii nonprofit corporation · sole member: Beach Villas Rental Owners Corporation

This Sole Member Agreement is adopted as of October 29, 2026 by Beach Villas Rental Owners Corporation, a Hawaii nonprofit corporation, as the sole member (the "Member") of BVROC Marketing Group, Inc. (the "Company"), formed by the filing of its Articles of Incorporation. The Company also has a Declaration, approved by the Member with this Agreement, and Bylaws, adopted by its incorporator and acknowledged by the Member; the Company operates under the Member's Bylaws as well as its own, and where they conflict the Member's Bylaws control.

1. Formation, name, office

1.1 The Company was formed by filing Articles of Incorporation (Form DNP-1) with the Business Registration Division on October 29, 2026, file no. [_____]. 1.2 Its principal office is 91-3575 Iwikuamo'o St., Unit #601, Ewa Beach, HI 96706; its registered agent is Michael Hege, 91-3575 Iwikuamo'o St., Unit #601, Ewa Beach, HI 96706. 1.3 The Company is managed by its Board of Directors. 1.4 The Company obtains its own employer identification number although wholly owned by the Member. [CPA]

2. Purpose and limits

2.1 The Company's purpose is to build, host and operate the Member's cooperative booking website at beachvillasatkapolei.com (the "Website"), on which the Member's members in good standing list their villas at Beach Villas at Ko Olina for direct booking, and to hold the Website's hosting, software, domain-licence and insurance contracts. The Website uses its own search engine. 2.1A The Company is also the contracting party with the mediator and the arbitrator for any mediation (HRS §514B-161) or arbitration (including HRS §514B-162) that the Member supports and funds under the Member's Bylaws Sections 7.8 and 7.9: it engages and pays the mediator and the arbitrator, and pays legal counsel engaged by the member-owner parties (Member's Bylaws Section 7.9(h)), within the budget approved under those Sections, from funds the Member transfers to it for that purpose (including any dispute assessment the Member collects), and it carries those engagements and any exposure arising from them. It does not collect the assessment itself; the Member's bank account receives it.

2.2 The Company never: collects, holds or transmits guest or rental money; contracts with guests on any owner's behalf or negotiates rental terms; sets, suggests or shares rates, minimum rates or commissions; charges or takes a commission on any villa stay or booking; or uses Association staff, funds, systems or Resort Manager time. Every listing is the owner's own offering or that of the owner's Board-authorized rental agent, and the Website says so. 2.3 Income. The Company's marketing budget is contributed by (a) fees from vendors its Board of Directors approves, for mention on the Website, and (b) referral commissions from approved vendors of guest services — including housekeepers and greeters, lei vendors, caterers, personal chefs, massage therapists, surf lessons, deep-sea fishing charters, photographers, car rental, rideshare (such as

Uber), airport shuttles (such as SpeedShuttle) and special services such as mobility-equipment rental (for example UGO Mobility) — for guests referred from the Website, never from any villa stay or booking, together with funds the Member transfers to it. Vendor mentions start at $19 per month on a twelve (12) month contract; all advertising and mention pricing tables are established by vote of the Board of Directors; each approved vendor gives a special offer redeemable only by the members' guests through a promo code the Company issues. Paid mentions are labeled as such on the Website. 2.4A Programs. The Company publishes the Member's monthly newsletter on a schedule, runs member surveys and email announcements, and publishes last-minute specials (a special nightly rate each villa's host alone sets, for arrivals within seven days) with a weekly Hot Sheet email to guests who sign up (Member's Bylaws Section 7.11). 2.4 No paid advertising for property management or real estate services. No member, rental agent or vendor may buy advertising on the Website for property-management or real estate services. The only real estate feature is the "Villas for sale" search, run from an IDX (Internet Data Exchange) feed, in which each listing shows only its own listing brokerage and agent; the Company and the Member route no leads and receive nothing tied to any sale. [COUNSEL: HRS ch. 467 and IDX rules on display of the listing brokerage.] [CPA: general excise tax on vendor and referral income. COUNSEL: HRS ch. 467 — no referral fee tied to a villa rental.] [COUNSEL: HRS ch. 467 and ch. 237D]

3. Member; capital; no distributions

3.1 The Member is the Company's sole member. 3.2 The Member contributes, from the Member's fees, the funds for the Company's expenses as approved by the Member's Board of Directors; the contributions are not repaid; no other capital is required. 3.2A Loans from the Member. Until its concession and advertising income supports its annual programs, the Board of Directors may request a loan from the Member to fund an approved annual program, on the amount, program and repayment terms the Member's Board sets by resolution (Member's Bylaws Section 7.11(a)); loans are repaid from concession and advertising income before any other transfer to the Member. 3.3 The Company makes no distribution to any director or officer. Funds not needed for its budget and reserve are carried forward to the next year's budget. The Company makes no transfer to the Member other than repaying the Member's loans. 3.4 The Company files its own tax returns as its accountant advises; until it obtains an exemption it files as a taxable nonprofit corporation, as the Member does (Member's Bylaws Section 7.6). [CPA]

4. Board of Directors

4.1 The Company is managed by its own Board of Directors, separate from the Member's Board of Directors, of seven (7) directors. Its initial directors, named by its incorporator, are Anna Marie Ameen, Douglas Rascher and Michael Hege, who serve until the Member's Board appoints the seven directors; the initial directors elected the Company's first officers (President — Anna Marie Ameen; Secretary-Treasurer — Douglas Rascher) by their organizational written consent, and hold their first board meeting within [fourteen (14)] days after the Company is formed; the Company's Bylaws govern its meetings and officers. 4.1A A director may be removed by the Member's Board or by the vote of a majority of the other directors then in office; a vacancy is filled by the Member's Board of Directors. 4.2 Directors serve without pay

and may be reimbursed for approved out-of-pocket costs. 4.3 The directors adopt the Company's budget each year for the Member's Board's approval; any contract over $[2,500] or longer than one year needs the Member's Board's approval. 4.3A The Board of Directors plans the Company's marketing and decides marketing expenses of $750 or less within the Company's budget; it brings each marketing expense greater than $750, and each request for the Member's funding, to the Member's Board in writing (what, where, cost, expected result) under the Member's Bylaws Section 7.10; the Member's Board funds it from the Marketing Budget, returns or declines it, or puts it to a vote of the Member's members for a marketing assessment. The Company spends only what is approved and transferred to it. 4.4 A director with a personal interest in a matter (including the Domain & Hosting Arrangement) discloses it and does not act on it.

5. Books, bank, insurance

5.1 The Company keeps its own books and, under its own employer identification number, its own bank account, with the same two-signer rule as the Member. 5.2 The Company carries general liability and cyber/media insurance for the Website. 5.3 The Company's records are open to the Member's directors.

6. Liability and indemnity

6.1 The Member and the directors are not liable for the Company's debts merely because of their role (HRS §414D-85 as to the Member; §§414D-160 to 414D-167 as to directors and officers). 6.2 The Company indemnifies its directors and officers to the fullest extent HRS §§414D-160 to 414D-167 permit. Funds the Member provides to the Company are contributions for the Company's expenses as approved by the Member's Board of Directors; the Company does not repay them. 6.3 The Company carries general liability and cyber and media liability, and, when available at reasonable cost, directors' and officers' coverage (alone or under the Member's policy naming the Company's directors and officers as insureds), and a fidelity bond for any person handling its funds. 6.4 The Company makes no loan to any director or officer. [COUNSEL]

7. Transfer, dissolution, amendment

7.1 The Member may not give up or transfer its sole membership except by (a) a resolution of the Member's Board, and (b) the vote of at least seventy-five percent (75%) of the Member's member villas in good standing, cast at a meeting of the Member's members called for that purpose. 7.2 The Company may be dissolved only by resolution of its Board, approved by the Member, with a plan of dissolution under HRS §414D-242(d)–(f) accompanying the notice, followed by filed articles of dissolution (HRS §§414D-242, 414D-243). The Member's approval requires the vote of at least seventy-five percent (75%) of the Member's member villas in good standing, cast at a meeting of the Member's members called for that purpose, in person, by ballot or by proxy under the Member's Bylaws Section 3.7. Its assets, after debts, go to the Member as HRS chapter 414D permits, or otherwise to a nonprofit purpose the Member's Board names. [COUNSEL] 7.3 This Agreement may be amended only in writing by the Member; until the Member's membership reaches fifty (50) member villas it may also be amended, together with the Company's Declaration and Bylaws, by the Declarants (the founders of the Member and the Company: Anna Marie Ameen,

Douglas Rascher and Michael Hege) under the Declarants' Agreement. 7.4 This Agreement may be signed in counterparts and by DocuSign or another electronic signature service.

MEMBER (sole member): BEACH VILLAS RENTAL OWNERS CORPORATION

_____ Date: _____

By: Anna Marie Ameen, President

_____ Date: _____

By: Douglas Rascher, Secretary and Treasurer

DECLARANTS (acknowledged):

_____ Date: _____

Anna Marie Ameen, Declarant

_____ Date: _____

Douglas Rascher, Declarant

_____ Date: _____

Michael Hege, Declarant

DIRECTORS: the Company's initial directors (Anna Marie Ameen, Douglas Rascher and Michael Hege, named by its incorporator), and the seven directors later appointed by the Member's Board, sign the Company's Bylaws acknowledgment at their first board meeting.