DRAFT v28 • October 29, 2026 HST • conformed to the Declarants' Signing Document v2 (Bylaws v2, Exhibit B, Articles of Amendment) • for Michael Hege's review, then counsel (Andy Lautenbach). Not legal advice. One agreement per owner, covering every villa listed. Bracketed items are blanks.

MEMBER LISTING & CONSENT AGREEMENT
BEACH VILLAS RENTAL OWNERS CORPORATION

One agreement per owner, covering every villa listed • each villa is a separate membership • includes the Proxy Commitment (Section 8)

THIS IS A LEGALLY BINDING DOCUMENT AND SHOULD BE REVIEWED WITH LEGAL COUNSEL. Unconditional cancellation is available for seven (7) days following execution of this Agreement, for review by counsel: written notice to the Corporation within that period cancels the Agreement, the listing comes down, and any fee paid is refunded in full (Section 3.4).

This Member Listing & Consent Agreement (the "Agreement") is between Beach Villas Rental Owners Corporation, a Hawaii nonprofit corporation (the "Corporation" or "BVROC"), and the owner(s) named below (the "Owner") of each villa named below at Beach Villas at Ko Olina, 92-102 / 92-104 Waialii Place, Kapolei, Hawaii 96707 ("Beach Villas"), and, where one is named, the Owner's authorized rental agent (the "Agent"). The Corporation's wholly owned subsidiary BVROC Marketing Group, Inc., a Hawaii nonprofit corporation (the "Marketing Group"), operates the Website for the Corporation and has the benefit of Sections 4, 6, 7 and 10. The Owner and, where named, the Agent are together the "Member". The Corporation's Bylaws, including Exhibit B (Member Standards and Enforcement Schedule), are delivered with this Agreement and are part of it.

Item	Entry
Villa(s) (tower and unit) — each villa listed is a separate membership, with its own fee and its own Proxy Commitment (Bylaws Section 2.2B)	[Beach Tower / Ocean Tower] [unit no.] — list every villa
Bedrooms / bathrooms	[2 BR / 2 BA] [3 BR / 3 BA]
Owner(s) of record (per the county tax roll)	[name(s)], [mailing address], [email], [phone]
If the Owner is an entity (LLC, trust, corporation)	Designated representative under Article II, Section 1 of the Association's Bylaws: [name, title]
Managed by	[ ] Owner (self-managed) [ ] Authorized rental agent: [agent name, brokerage, Hawaii licence no., contact]
Local contact (HRS §237D-1) shown on every advertisement	[name, phone, email] — an individual residing on Oahu, or an entity with a place of business and a person residing on Oahu, reachable online
Hawaii transient accommodations tax (TAT) registration no. for this villa	TA-___-___-____-__
Hawaii GET licence no. of the host	GE-___-___-____-__
Tax map key (TMK) of the villa	(1) 9-1-___-___-____
Owner's liability insurance (Declaration Art. VIII.A.3: Resort Manager, Developer and Association named as additional insureds; 30 days' notice of cancellation)	Insurer, policy no., expiry: [_____] [ ] certificate attached
If agent-managed: the agent's Association Board approval letter for the year applied for (Declaration Art. VIII.A) and the agent's liability policy of at least $2,000,000 per occurrence naming the Association as additional insured (Art. VIII.A.5(f))	Year: [____] Date of letter: [_____] [ ] copy attached [ ] this villa is on the agent's approved list [ ] agent's certificate attached (Section 6.6)
Listing source	[ ] Agent's website: [URL] [ ] Owner data sheet attached (Schedule 1)
Calendar feed (iCal URL)	[URL]
Pricing (rate spreadsheet or pricing website)	[ ] Spreadsheet attached (nightly rates by season + all fees and taxes) [ ] Link: [URL]
Booking route for guests	[ ] Host's own booking page: [URL] [ ] Request by email to: [email]
Membership	[ ] Charter member (admitted through January 1, 2027 or the 75th member villa, whichever comes first): initiation and first-year subscription combined, $500 for year one [ ] After the introductory period: $500 initiation + $350 first-year subscription
Effective date	[date]

1. Membership

1.1 On admission by the Corporation's Board under its Bylaws (Section 2.2A; during the trial period, by Board resolution or by the President), signing, paying the fee in Section 3 and supplying the listing information above, the villa becomes a member of the Corporation under the Bylaws, which the Member has received and agrees to. Membership is per villa and belongs to the villa, not to its owner or agent (Bylaws Section 2.1). The Owner (or the Owner's written designee, which may be the Agent) casts the villa's one vote in the Corporation's own member votes (Bylaws Sections 3.7 and 4.5); the villa's Association proxy is given to the Corporation through the Proxy Commitment in Section 8.

1.2 Admission. The Membership Committee reviews the application and, by the vote of at least seventy-five percent (75%) of the Committee members present at a Committee meeting with a quorum, makes its recommendation to the Board; the Board presents the applications at an open Board meeting, where members present may ask questions and offer observations, then decides each application in executive session at its sole discretion, applying the criteria in Bylaws Section 2.2A and any further published criteria, by the vote of at least seventy-five percent (75%) of the directors in office; results are announced without vote counts. If the application is not approved, the fee paid with it is refunded in full within ten (10) days. An applicant not approved receives the criterion not met in writing and may reapply after ninety (90) days. During the trial period the Board admits by resolution (or the President, where no Board meeting is scheduled within thirty (30) days of the Committee's recommendation).

1.3 Good standing. The villa is shown on the Corporation's website (the "Website", at beachvillasatkapolei.com, operated by the Marketing Group) only while the Member is in good standing (Bylaws Section 2.3): this Agreement signed and in force; the Proxy Commitment in Section 8 on hand and current; every fee paid when due; the listing information complete and current (including the villa's TAT number, its local contact and the stay terms in Section 5); the villa meeting the Resort Collection Standard (Schedule 3); the compliance papers in Section 6.5 and Exhibit B Standard S5 current; no suspension under Exhibit B in effect; and no notice of breach from the Corporation uncured. If the Member falls out of good standing the Corporation takes the villa down, after the notice in Section 9.3 where the Bylaws require it, and restores it when the Member has cured and paid any Website reactivation fee due (Section 3.5). Under the Corporation's Articles of Incorporation, as amended, only member villas in good standing vote in the Corporation's own votes.

1.4 Proxy for the Corporation's own meetings (Bylaws Section 3.7). By signing, the Member appoints the Corporation as proxy for the villa at meetings of the Corporation's members for twelve (12) months from the effective date, or until this Agreement ends if sooner (HRS §414D-113(b)); the appointment is effective when the Corporation's Secretary receives this signed Agreement. The Corporation votes that proxy on every matter — including the election and recall of directors, amendments under Bylaws Section 9.2 and any ratification under HRS §414D-150(b)(3) — as a majority of the Board decides, except where the Member's written direction is received by the Secretary at least seventy-two (72) hours before the meeting, in which case the proxy is voted as directed. A direction is honored and is the exception rather than the rule; an undirected proxy is never counted for quorum only. The Member may revoke this appointment at any time by written notice to the Secretary (HRS §414D-113(c)); revocation does not affect the villa's standing or listing, and the Member may always attend and vote in person or by ballot instead.

2. Term

2.1 Term. This Agreement runs for twelve (12) months from the effective date (the "expiration date" is the last day of the term).

2.2 Renewal. At least thirty (30) days before the expiration date the Corporation sends the Member a renewal notice with an extension agreement for the next twelve-month term and the annual dues then in force. The Agreement renews for that term when the Corporation receives the signed extension agreement and the dues before the expiration date. If either is not received by the expiration date, the Agreement lapses on that date and the listing comes down. A lapsed villa rejoins only by signing a new Agreement and paying the initiation fee of $500 again, plus the subscription for the new term (Section 3.2; Bylaws Section 2.5(c)); the charter offer does not apply to a rejoining villa. The Proxy Commitment in Section 8 has its own Commitment Period and renews only by a new signature.

2.3 Cancellation at any time. The Member may cancel this Agreement at any time by written notice to the Corporation. The listing comes down at the end of the current month (or at once, if the Member asks); fees already paid are not refunded except under Section 3.4; and Section 9.1 applies. Nothing is forfeited beyond the fees, fines and assessments already paid or due for the current term.

3. Fees

3.1 Charter members (introductory offer). Villas admitted through January 1, 2027 or until the seventy-fifth (75th) member villa is admitted, whichever comes first, pay a single charter fee of $500 for year one, combining the initiation fee and the first annual subscription. From the second year the annual dues are $350 (Bylaws Section 2.5(a), (c)).

3.2 After the introductory period: an initiation fee of $500 plus the first year's subscription of $350; then $350 a year on each renewal under Section 2.2 (Bylaws Section 2.5(b), (c)).

3.3 Fees are per villa — a separate fee for every villa enrolled. An Agent may pay a villa's fees for its Owner; the membership stays with the villa. The fee is consideration for advertising space on the Website and is the same whatever the villa's bookings; the Corporation and the Marketing Group are paid nothing tied to any rental. Fees are not refundable, except under the seven-day cancellation in Section 3.4. The Board may change the fees for future years by resolution with at least sixty (60) days' notice; a change to the charter fee or the fee structure needs the member vote the Bylaws require (Bylaws Section 2.5(e)).

3.4 Seven-day cancellation for review by counsel. This Agreement is legally binding and should be reviewed with legal counsel. The Member may cancel it unconditionally by written notice (email to the Corporation's notice address is enough) received within seven (7) days after the Member signs. On cancellation the listing comes down, any fee paid is refunded in full within ten (10) days, no withdrawal is recorded, and any proxy given under Section 8 is revoked on the Owner's notice to the Association. After the seven days, Sections 2.3 and 9 govern.

3.5 Late charge; deactivation; reactivation fee. A fee not paid when due carries a $25 late charge. A fee more than thirty (30) days past due deactivates the listing, after the notice in Section 9.3, until the past-due amount, the late charge and the Website reactivation fee are paid (Exhibit B, Standard S8). The Website reactivation fee is currently $99 plus Hawaii general excise tax, in an amount the Board sets from time to time (Bylaws Sections 2.5(d), 2.7); it is paid before any deactivated or suspended listing returns to the Website.

3.6 Dispute and marketing assessments. An assessment approved by the members' vote under Bylaws Sections 7.9 or 7.10 (assessment per villa = approved budget ÷ member villas in good standing on the record date, rounded up to the next cent) is payable within thirty (30) days after the result is announced, to the Corporation's account; a villa that does not pay is not in good standing until it does. Any part of a dispute budget not spent is refunded in equal shares to the villas that paid; a villa that withdraws after the vote is not refunded its assessment (Bylaws Section 7.9(f)).

4. Listing licence and what the Corporation may show

4.1 The Member grants the Corporation and the Marketing Group a non-exclusive, royalty-free licence, for the term, to copy, display and adapt for the Website the villa's listing text, photographs, floor plan, amenities, rates, availability calendar (by the iCal feed above), TAT and GET numbers, TMK, local contact, and the host's name, licence and contact details, including by capturing them from the Agent's own website, by presenting the Agent's own availability search (IDX or property-search feed) filtered to the villas enrolled under Schedule 2, or from the Owner's data sheet (Schedule 1). The Corporation and the Marketing Group never show any villa of the Agent that is not enrolled, paid and covered by its owner's Proxy Commitment (Bylaws Section 2.2B). The Member confirms it owns or is licensed to use that content and that it is accurate.

4.2 The Member keeps all ownership of its content. The Corporation owns the Website, its design, its code and the aggregate data, and may show the villa alongside every other member villa in the Website's shared search and resort views.

4.3 The Corporation may edit a listing for format, length and consistency, and may decline or remove any content that is unlawful, misleading, infringing, or outside the Website's standards. A listing of a property that is not a Beach Villas villa, or that is not lawfully zoned for the use advertised, is removed immediately with written notice the same day (Exhibit B, Standard S10).

5. Stay terms shown for every villa

5.1 The villa is offered on the Website subject to the rules that apply to every apartment in the project (Bylaws Section 2.8): a minimum stay of six (6) consecutive nights, a night being any period containing one midnight (Association Declaration Article VI.A(iii), as amended in 2017); overnight occupancy of no more than six (6) persons in a two-bedroom villa and eight (8) in a three-bedroom villa, not counting infants under two (Association House Rules, Sixth Amended and Restated, effective November 15, 2024); seventy-two (72) hours' notice of each rental to the Resort Manager (Declaration Art. VIII.A.2) and check-in with the Resort Manager (Art. VIII.A.8); and parking as the Association's House Rules and the Resort Manager provide (the Member offers parking for one car included; a second space on request, subject to availability, at the Resort Manager's one-time registration charge, currently $25 per stay plus Hawaii general excise tax, with no charge where the villa owns two stalls; the Member adds no other registration fee). The Association, not the Corporation, determines violations of the Declaration and House Rules; the Corporation's standards (Exhibit B and Schedule 3) are contractual.

5.2 The Member sets its own nightly rates, cleaning fee, deposits, taxes and cancellation terms independently within those rules, gives the Corporation its fee schedule, and the Website shows the guest's full paid cost for the dates (rent, every fee and all Hawaii taxes), labelled "Full paid cost to guest". The Corporation never arranges stays at negotiated contract rates (HRS §237D-4.5).

5.3 Last-minute specials (optional). The Member may choose to offer a special nightly rate, which the Member alone sets, for arrivals within the next seven (7) days; the Website shows the villa and that rate as a last-minute special and includes it in the weekly Hot Sheet email to guests who sign up. The Member may withdraw a special at any time before it is booked.

5.4 Hotel units. The villas at Beach Villas are hotel units, not transient vacation units, so long as the project keeps its hotel status and its Resort District zoning (Corporation Declaration §2.3; City and County of Honolulu Department of Planning and Permitting, Zoning Verification 2022/ELOG-2340(ZS), December 7, 2022). Members may cite that zoning verification, with its condition, in their advertisements, in its own words, so long as the project keeps its hotel status.

6. Bookings, money, taxes and guests are the Member's

6.1 The Corporation does not rent, book, reserve or take payment for any villa, does not arrange stays at negotiated contract rates or collect rent (HRS §237D-4.5), and does not act as a real estate broker (HRS chapter 467). Every booking enquiry from the Website goes to the Member's booking route named above; the Member contracts with the guest, sets and collects all charges, and holds all guest funds. No member brokerage pays the Corporation or the Marketing Group anything for business referred (HRS §467-14(14)).

6.2 The Member is the transient accommodations operator for the villa and is solely responsible for registering for, collecting and paying Hawaii transient accommodations tax, general excise tax and the Oahu county surcharge, for keeping its TAT and GET registrations current, and for displaying its TAT registration number (or an electronic link to it) and the name, phone number and email of its local contact (HRS §237D-1; §237D-4(c)) in every advertisement. The Corporation shows the Member's TAT number and local contact on the villa's listing as supplied (Exhibit B, Standard S2).

6.3 The Member is responsible for compliance with the Association's Declaration, Bylaws and House Rules for its villa and its guests, including guest registration with the Resort Manager, parking rules and the six-night minimum; for any permit or licence the villa or the host needs; for guest safety, keys, housekeeping and damage; and for any real estate licence the Member's own activity requires.

6.4 The Member will not represent that the Corporation or the Marketing Group is the host, the agent, the broker or the operator of the villa, and will not use the Corporation's name or the Website's name in its own advertising except as the Corporation allows in writing.

6.5 Compliance gate. The villa goes live, and stays live, only while the Member: (a) is the owner of record per the county tax roll (or its authorized agent) and has supplied the ownership attestation and the villa's TMK; (b) holds current Hawaii GET and TAT registrations, each confirmed by the Membership Committee against the Department of Taxation licence search and the county tax roll before the villa goes live; (c) keeps the Owner's liability insurance meeting Article VIII.A.3 of the Declaration (contents cover; the Resort Manager, the Developer and the Association as additional insureds; thirty (30) days' notice of cancellation), with certificates delivered to the Resort Manager before the first rental and each year, and supplies each renewal; (d) where an agent manages the villa, keeps the agent's authorization by the Association's Board under Article VIII.A of the Declaration current, and the agent's liability policy of at least $2,000,000 per occurrence naming the Association as an additional insured (Art. VIII.A.5(f)), and supplies copies (Section 6.6); (e) accepts compensated stays of six consecutive nights or more only; (f) gives the Resort Manager 72 hours' advance notice of each rental (Declaration Art. VIII.A.2); and (g) has every guest check in with the Resort Manager (Art. VIII.A.8). Updated papers are supplied within fifteen (15) days after the Corporation's written request; the Corporation tracks expiry dates and takes a villa down when an item lapses (Exhibit B, Standard S5), with return on the reactivation fee.

6.6 Rental agent's approval letter. For a villa managed by an authorized rental agent, the Association's written approval letter for that agent for the year applied for, delivered with this Agreement, is the document from which the Membership Committee determines the compliance required of the agent (Bylaws Section 2.2): the agent's good standing with the Association, its Hawaii real estate brokerage licence, and the villas the agent is approved to manage; the villa must appear in the letter or the agent's approved list for that year. The Owner's own insurance under Section 6.5(c) and the agent's $2,000,000 policy under Section 6.5(d) are supplied separately where the letter does not show them. A new letter is delivered for each year of approval.

7. Accuracy, conduct and the Member's responsibility

7.1 The Member warrants that the listing is accurate and not misleading, that the Member has the right to rent the villa and to list it, that the photographs are of the villa as it is, and that the calendar feed is kept current. The Member updates the listing within five (5) days of any change (Exhibit B, Standard S1).

7.2 The Member indemnifies and holds harmless the Corporation, the Marketing Group and their directors, officers and members from any claim, loss or expense (including reasonable attorneys' fees) arising from the villa, its guests, the Member's listing content, the Member's bookings, taxes or compliance, or the Member's breach of this Agreement.

7.3 The Website is provided as is. Neither the Corporation nor the Marketing Group makes any promise of bookings, traffic, ranking or revenue, is liable for errors in a listing or a feed, or for any indirect or consequential loss, and their total liability to a Member for any reason is limited to the fees the Member paid in the preceding twelve months. [COUNSEL]

7.4 Antitrust. The Member sets its own rates and terms independently and will not use the Corporation, the Marketing Group, the Website or any Corporation meeting, committee, channel or record to discuss, share, set, suggest or coordinate rates, minimum rates, occupancy targets, rental-agent commissions or other competitively sensitive terms with other members (Bylaws Section 4.13).

7.5 Calendars and double bookings. The Member alone is responsible for the villa's availability and for keeping its calendar accurate. The Member links on the members' site the calendar of its principal booking system (a rental agent's company system where that is where all its bookings are kept; otherwise the villa's calendar on its online travel site) and blocks dates promptly whenever the villa is booked or unavailable, through any channel — including every booking that results from a request made through the Website, which a Member without a booking system blocks on its online travel site calendar by hand. The Corporation and the Marketing Group make reasonable efforts to help prevent double bookings and calendar conflicts — they read each villa's linked calendar, show last-minute specials only for dates that calendar shows open, and remind the host to block the dates when a request is sent — but they take no bookings, control no calendar, and do not warrant that any calendar or feed is current, complete or free of error. Neither the Corporation nor the Marketing Group is responsible for any double booking, overlapping reservation, calendar error or confusion, or for any refund, relocation, cost or claim that results; these remain the Member's, and Section 7.2 applies to them.

7.6 Guest relations and conduct. The Member makes sure its guests know the Association House Rules and steps in promptly when guests in its villa cause a problem (Exhibit B, Standard S7). Complaints about a member's conduct or practices may be reviewed by the Membership Committee, which may recommend a step under Exhibit B to the Board, which decides (Standard S9). The Member keeps confidential any confidential ballot overview it receives (Bylaws Section 7.9(c)) and observes the conduct rules of the members' site and chat.

8. Proxy Commitment (Association meetings)

8.1 Commitment. As a condition of membership (Bylaws Section 2.6), for each annual and special meeting of the Association of Apartment Owners of Beach Villas at Ko Olina (the "Association") held during the Commitment Period, the Owner agrees to give a proxy for the villa to the Corporation's ROC Proxy Holder — the Corporation's President (now Anna Marie Ameen), with Douglas Rascher as first alternate, both named on the proxy (Bylaws Section 6.1) — on the Association's own proxy form for that meeting, and authorizes the Corporation to complete that form for the Owner's signature and, once signed, to deliver it as a complete copy (HRS §514B-123(g)) to the Association's Secretary or managing agent by the deadline (4:30 p.m. Hawaii Standard Time on the second business day before the meeting).

8.2 Commitment Period. The Commitment Period begins on the date the Owner signs below and ends on the earliest of (a) this Agreement's expiration date under Section 2.1, so that the two run together, (b) twelve (12) months after the Owner signs, (c) the end of this Agreement, or (d) the Owner's withdrawal under Section 8.6. It may not exceed twelve months. A new Commitment Period requires the Owner's new signature. For a villa admitted on trial access, the Owner of record signs this Section 8 before the trial ends on January 1, 2027; trial access then extends through November 30, 2027 when the membership file is complete, and otherwise ends.

8.3 How each proxy is given. The Corporation prepares no proxy form of its own. For each Association meeting the Corporation takes the Association's own proxy form for that meeting — which carries the contents HRS §514B-123(d)(2) requires, the four boxes of Article II, Section 6 of the Association's Bylaws and the annual-audit-report box — completes it for the villa with the ROC Proxy Holder's name (and the alternate's) printed on the line next to box (B) and that box marked, and sends it to the Owner by text or email, with the Corporation's return instructions on a covering page so that the form itself stays a complete reproduction of the Association's original (HRS §514B-123(g)), for signature: electronically through DocuSign (HRS §§489E-5(b), 489E-7(d)), whose consent record and audit trail the Board has adopted as the authentication measure, or on paper. The Owner may change the box or add a direction before signing. Under HRS §514B-123(e) a form returned with no box, or more than one box, marked counts for quorum purposes only. The Association and its managing agent have told the Corporation that they accept electronically signed proxies; if the Association declines one, the Owner signs a paper copy. The Owner signs and returns each proxy within five (5) days after the Corporation's request (Bylaws Section 6.6); a directed or limited proxy counts as returned. No power of attorney is used. One owner of record signs the proxy; no co-signature is required: in the absence of protest by another owner of the villa, any one of two or more owners may give or revoke a proxy for the entire vote (HRS §514B-123(b); Association Bylaws Article II, Section 6). For a villa owned by an entity, its designated representative named above signs, and the Corporation files the written designation with the Association's Secretary before the meeting (Association Bylaws Article II, Section 1).

8.4 One block, one voter. The purpose of this Commitment is a dedicated block of the member villas' Association votes with one voter. The ROC Proxy Holder casts this villa's proxy, with the proxies of all other member villas, as one block, as the Corporation's Board decides by resolution before each Association meeting and publishes to members at least seven (7) days before the meeting (Bylaws Section 6.3), except a proxy the Owner has directed or limited under Section 8.5. Where the Board has made no decision on an item, the Proxy Holder votes the proxies for quorum only on that item.

8.5 Owner's direction — the exception, not the rule. Where the Owner does not agree with the position the Board has approved on any Association vote, the Owner may direct how the villa's proxy is cast, modify or redirect it, limit it to establishing a quorum only, or direct that it not be cast on that vote, by written notice to the Corporation's Membership Committee received at least 48 hours before the Association's proxy deadline (Bylaws Section 6.5; the form at BVKOGroup.com may be used). The direction is written onto the proxy before it is delivered and the Proxy Holder casts the proxy as the Owner directs. A direction is honored and does not affect the villa's standing or listing. An undirected proxy is never cast for quorum only except where the Board has made no decision on the item.

8.6 Each proxy stands alone; withdrawal. Under HRS §514B-123(f) and the Association's Bylaws each proxy is valid only for the meeting it names and its adjournments, is not irrevocable, and may be limited as the Owner indicates on it. Nothing in this Agreement is a proxy, makes any proxy irrevocable, or limits the Owner's right to attend any Association meeting and vote in person. To revoke a proxy already delivered for a meeting, the Owner gives actual notice of revocation to the Association's Secretary or managing agent (HRS §514B-123(b)); the Owner may also withdraw this Commitment at any time by written request to the Corporation (letter or email to the notice address in Section 11), effective when received. Under Article II, Section 6 of the Association's Bylaws a proxy is also revoked by the Owner's attendance at the meeting. Attending a meeting is not a withdrawal of this Commitment.

8.7 Effect of a returned proxy or withdrawal. If the Owner asks for a proxy given under this Commitment to be returned at an Association meeting, withdraws this Commitment in writing, or has not returned a requested proxy (and has not directed or limited it) when the Association's proxy deadline passes, the villa is not in good standing and its listing comes off the Website (Bylaws Sections 2.7 and 6.6), after the notice in Section 9.3; no deactivation for non-return takes effect before that deadline. A villa whose voting rights are held by a mortgagee or other person under an instrument filed with the Association (HRS §514B-123(h); Association Bylaws Article II, Section 6) is excused from this Commitment while that instrument stands, and stays in good standing. The Board returns the villa to good standing when the Owner renews the Commitment or signs the next requested proxy, and the listing is reactivated after the Website reactivation fee (Section 3.5) is paid. Nothing else is forfeited; no fee is charged again unless the Agreement has lapsed (Section 2.2).

8.8 Purpose. The Owner gives this Commitment so that the rental owners at Beach Villas, acting together through the Corporation, have a voice in the Association's decisions in proportion to their interests and numbers.

8.9 Owner's signature required. This Section 8 must be signed by an Owner of record (one co-owner is enough, in the absence of protest by another; for an entity, its designated representative). An Agent may not sign it for the Owner.

9. Withdrawal from membership; enforcement; termination

9.1 Withdrawal. (a) Proxy Commitment. If the Owner withdraws the Proxy Commitment or has a proxy returned, the villa is out of good standing and its listing comes down (Section 8.7; Bylaws Section 2.7); the Board returns it to good standing when the Owner renews the Commitment, and the listing is reactivated after the Website reactivation fee (Section 3.5) is paid. (b) Membership. The Member may withdraw from membership (cancel this Agreement) at any time by written request under Section 2.3. The listing comes down; fees paid for the current term are not refunded; nothing further is forfeited. A villa that cancelled returns before its original expiration date by signing a new Agreement and paying the Website reactivation fee only, and after that date by a new Agreement with the initiation fee under Section 2.2.

9.2 Standards and steps. The Member keeps the standards in Exhibit B to the Bylaws (S1 listing current; S2 TAT number and local contact on every ad; S4 Resort Collection Standard; S5 compliance papers; S7 guest relations; S8 fees paid when due; S9 conduct; S10 authorized listings only). For Standards S1, S2, S4 and S7 the steps, counted over a rolling twelve months, are: first, written notice with a cure date; second (not cured, or a repeat), $25; third, $50; fourth or more, suspension — listing off the Website until cured, with return on payment of the Website reactivation fee; a continuing or serious repeat after suspension, removal from membership, with fees paid not refunded. S5 (papers not supplied within 15 days of request), S8 (fee more than 30 days past due) and S10 (ineligible listing) take the listing down as Sections 6.5, 3.5 and 4.3 state, with return on the reactivation fee; S9 complaints go through the Membership Committee to the Board. Fines are payable to the Corporation and an unpaid fine is an unpaid fee under Standard S8. No step may be taken more than sixty (60) days after the Corporation learns of the violation.

9.3 Notice and hearing. Before any suspension, deactivation or removal of the Member takes effect under Exhibit B or Bylaws Section 2.7, the Member receives at least fifteen (15) days' written notice stating the reasons and an opportunity to be heard, orally or in writing, before the Board not fewer than five (5) days before the effective date (HRS §414D-89(b)(1)); the Standard S8 deactivation after thirty days past due runs after that notice window. A fine or suspension may be appealed in writing within fifteen (15) days to the Appeal Panel (Bylaws Section 4.12B), which recommends; the Board decides at its next meeting, and the Board's decision is final; a suspension under Standards S5, S8 or S9 continues during the appeal. A listing may also be removed by vote of the members at a special meeting called for that purpose. The President may take a villa's listing off the Website with written notice stating the reason; the Owner may appeal for reinstatement to the Appeal Panel in the same way (Bylaws Section 2.7(d)).

9.4 Termination for cause. The Board may terminate this Agreement and the membership for a material breach of this Agreement or the Bylaws (including listing a villa the Member is not entitled to list, a false listing, or conduct that exposes the Corporation to liability) after at least fifteen (15) days' written notice stating the reasons, with at least fifteen (15) days to cure where cure is possible, and an opportunity to be heard by the Board, orally or in writing, not less than five (5) days before the termination takes effect, carried out fairly, reasonably and in good faith (HRS §414D-89; Bylaws Section 2.9). On termination the listing comes off the Website and fees paid are not refunded.

9.5 On the end of this Agreement for any reason, the Corporation removes the villa from the Website and the licence in Section 4 ends, except that the Corporation may keep archival copies.

10. Data and privacy

10.1 The Corporation keeps the Member's contact details and the member register (Bylaws Section 2.11) in confidence, uses them for the Corporation's purposes (including Association proxies and member notices), and does not sell them. Guest enquiries made through the Website go directly to the Member; the Corporation does not store guest payment information.

11. General

11.1 Notices are by email to the addresses in this Agreement (the Corporation's notice address: info@bvkogroup.com / 91-3575 Iwikuamo'o St., Unit #601, Ewa Beach, HI 96706) and are effective when sent. 11.2 This Agreement, the Bylaws with Exhibit B, and the data sheet (if any) are the whole agreement for the villa's listing and membership; changes must be in writing. 11.3 The Member may not assign this Agreement except with the villa to a new owner who signs a new Agreement within 30 days of the transfer; otherwise the membership ends on the transfer without refund (Bylaws Section 2.10). 11.4 Hawaii law governs; venue is the First Circuit, Honolulu. [COUNSEL: mediation/arbitration clause?] 11.5 Electronic signature. The Member may complete, initial and sign this Agreement (including the Proxy Commitment in Section 8) online at the Corporation's website. Typing the signer's name in the signature field and submitting the Agreement is the signer's signature and has the same effect as a signed paper document (Hawaii Uniform Electronic Transactions Act, HRS chapter 489E; federal E-SIGN Act). A typed name so submitted is the signer's acknowledgment of this Agreement and makes it a binding agreement; the Corporation keeps the time, date and network address of the submission as the signature record and sends the signer a copy. Typed initials have the same effect for the item initialled. This Agreement may also be signed in counterparts and by DocuSign or another electronic signature service, with the same effect. 11.6 If any provision is unenforceable the rest stands. 11.7 Acknowledgment. The Corporation's President or Secretary acknowledges this Agreement for the Corporation, and an officer of the Marketing Group acknowledges it for the Marketing Group; until the Marketing Group's officers are elected, the Corporation's President may acknowledge it for both. 11.8 Conflict. If this Agreement and the Bylaws differ, the Bylaws govern; the Corporation conforms this Agreement at the next printing.

12. What the Member accepts

12.1 By signing, and by initialling each line below, the Member accepts and agrees to be bound by each of the following, as in force from time to time:

	The Member accepts	**Initials**
a	The Corporation's Bylaws, including Exhibit B (v2, adopted October 29, 2026, as later amended), received with this Agreement	____
b	The Resort Collection Standard in Schedule 3, as a condition of good standing and of being live on the Website	____
c	The stay terms in Section 5 and the compliance gate in Section 6.5	____
d	The Proxy Commitment in Section 8: a per-meeting proxy for each Association meeting to the ROC Proxy Holder, cast as one block as the Board decides, direction being the Owner's right and the exception (Owner of record signs Section 8 personally)	____
e	Any dispute or marketing assessment approved by the members' vote under Bylaws Sections 7.9 and 7.10, payable within 30 days to the Corporation's account; non-payment ends good standing until paid	____
f	Admission by the Board on the Membership Committee's recommendation (Bylaws Sections 2.2A and 4.12A), and the entry of the villa in the Corporation's member register (Bylaws Section 2.11)	____
g	Cumulative voting in seat-group elections of directors (Bylaws Section 4.3), recall voting as counted under Section 4.7, and the one-villa, one-vote rule of Section 4.5 for every other vote	____
h	Conduct on the members' site and chat, the standards and steps in Exhibit B with the notice, hearing and appeal in Section 9.3, and the confidentiality of any confidential ballot overview (Bylaws Section 7.9(c))	____
i	Responsibility for the villa's calendar and for any double booking or calendar conflict, with the Corporation and the Marketing Group not responsible (Section 7.5)	____
j	The proxy for the Corporation's own member meetings in Section 1.4, voted as the Board decides unless the Member directs it 72 hours before the meeting, revocable by notice to the Secretary	____

12.2 Delivered with this Agreement (the joining packet). The villa is reviewed by the Membership Committee and goes live only when the Corporation has all of the following:

	Item	Received
1	This Agreement, signed and initialled	[ ]
2	Payment of the fee in Section 3 (online at bvkogroup.com/pay, by card or bank transfer)	[ ]
3	The Proxy Commitment (Section 8) signed by the Owner of record, and the per-meeting proxy for the next Association meeting when one is called	[ ]
4	The villa's availability calendar link (iCal) exported from the Member's booking system or its online travel site, so the Website shows open and booked dates	[ ]
5	Pricing: a spreadsheet of nightly rates by season and every fee and tax the guest pays, or a link to the Member's own pricing / booking website	[ ]
6	The villa's Hawaii TAT number, its GET number and its TMK, each confirmed by the Membership Committee against the Department of Taxation licence search and the county tax roll before the villa goes live	[ ]
7	The villa's local contact (name, phone, email) for every advertisement	[ ]
8	Where a rental agent manages the villa: the Association's written approval letter for that agent for the year applied for (Declaration Article VIII.A), covering this villa, and the agent's $2,000,000 liability certificate (Section 6.6)	[ ]
9	The Owner's liability insurance certificate meeting Declaration Art. VIII.A.3 (Section 6.5(c))	[ ]
10	Listing photos and details (Schedule 1) or the agent's listing link (Schedule 2)	[ ]

THIS IS A LEGALLY BINDING DOCUMENT AND SHOULD BE REVIEWED WITH LEGAL COUNSEL. Unconditional cancellation is available for seven (7) days following execution of this Agreement, for review by counsel: written notice to the Corporation within that period cancels the Agreement, the listing comes down, and any fee paid is refunded in full (Section 3.4).

OWNER(S) OF RECORD (membership, Sections 1–7 and 9–12):

_____ Date: _____

[Owner name]

_____ Date: _____

[Co-owner name]

OWNER(S) — PROXY COMMITMENT (Section 8; Owner's signature only; one owner of record, or the entity's designated representative, is enough):

_____ Date: _____

[Owner name]

_____ Date: _____

[Co-owner name (optional)]

AUTHORIZED RENTAL AGENT (if any; Sections 4–7 as to the listing):

_____ Date: _____

[Agent company], by [name, title], Hawaii licence [RB-_____]

BEACH VILLAS RENTAL OWNERS CORPORATION:

_____ Date: _____

By: Anna Marie Ameen, President — acknowledging this Agreement for the Corporation and, until the Marketing Group's officers are elected, for BVROC Marketing Group, Inc.

SCHEDULE 1 — OWNER DATA SHEET (self-managed villas)

Complete if the villa has no agent website to capture the listing from. Attach 6–10 photographs (landscape, at least 1600 px wide) and the villa's iCal link.

Field	Entry
Villa	[tower / unit]
Floor, view category (per the Association's categories)	
Bedrooms / bathrooms / sleeps (6 for 2 BR, 8 for 3 BR)	
Short description (120–200 words)	
Amenities (check: lanai • ocean view • washer/dryer • high chair • crib • beach gear • etc.)	
Nightly rate range by season; cleaning fee; deposit	
TAT no. / GET no. / TMK	
Host name, phone, email; local contact if different; booking page URL (if any)	
iCal URL	
House rules specific to the villa	

SCHEDULE 2 — VILLAS ENROLLED BY AN AUTHORIZED RENTAL AGENT

An Agent is a member rental agent while it advertises through the Website all of its Beach Villas listings or at least ten (10) of them, whichever is less (Bylaws Section 2.2); an owner whose agent is not a member rental agent may join under the owner's own listing, decided under Bylaws Section 2.2A. An Agent may enroll some or all of the villas it manages (Bylaws Section 2.2B); an Agent that enrolls fewer than that threshold is not a member rental agent, and the owners of its other villas may join under their own listings. Each villa below is a separate membership: a separate fee and a separate Proxy Commitment signed by that villa's owner. Only villas marked live (fee paid AND owner's Proxy Commitment on hand) are shown on the Website or in any availability search the Website presents.

Villa	Owner of record	Fee paid (date)	Owner's Proxy Commitment signed (date)	Live on Website
				[ ]
				[ ]
				[ ]
				[ ]
				[ ]
				[ ]

SCHEDULE 3 — THE RESORT COLLECTION STANDARD

Every member villa provides, for every guest stay booked through or shown on the Website, where the service is not already available or provided by the Association or its staff and where it is needed (Exhibit B, Standard S4):

	Standard
1	Professional housekeeping, with close attention to cleaning
2	A personal arrival and greeting: escort, orientation and curbside luggage help
3	Pre-registration and check-in before arrival
4	In-villa inclusions and a welcome gift
5	Pre-arrival grocery stocking and delivery, on request
6	Parking for one car at no cost (a second space on request, subject to availability, for a one-time $25 plus general excise tax)
7	No added credit card fees or website charges
8	A registered on-island agent available 24 hours a day, able to resolve issues on the owner's behalf

Available on request (not part of the standard): electrostatic sanitizing. The Board may refine this Standard by amending Exhibit B on thirty (30) days' notice to members (Bylaws Section 2.12). [COUNSEL: read with the direct-booking price promise and Section 7.4 (antitrust).]