OPERATING AGREEMENT
of the Decentralized Autonomous Organization Limited Liability Company "LA CASA ESPANOLA villa 9 DAO LLC"

NOTICE REGARDING TOKEN STATUS AND REGULATION S RESTRICTIONS

THE TOKENS ISSUED BY "LA CASA ESPANOLA villa 9 DAO LLC" (THE "TOKENS") REPRESENT A MEMBERSHIP INTEREST IN THE DAO AND MAY CONSTITUTE A "SECURITY" WITHIN THE MEANING OF SECTION 2(a)(1) OF THE U.S. SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND APPLICABLE CASE LAW (SEC v. W.J. Howey Co.). THE TOKENS HAVE NOT BEEN REGISTERED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC") AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES.

THE TOKENS ARE OFFERED AND SOLD SOLELY IN RELIANCE ON THE EXEMPTION FROM REGISTRATION PROVIDED BY REGULATION S (17 C.F.R. §§230.901–905), CATEGORY 3, TO PERSONS WHO ARE NOT "U.S. PERSONS" WITHIN THE MEANING OF RULE 902(k) OF REGULATION S, IN OFFSHORE TRANSACTIONS AND WITHOUT DIRECTED SELLING EFFORTS IN THE UNITED STATES. THE TOKENS MAY NOT BE OFFERED, SOLD, OR TRANSFERRED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN AVAILABLE EXEMPTION FROM REGISTRATION, AND BEFORE THE EXPIRATION OF THE DISTRIBUTION COMPLIANCE PERIOD SET FORTH IN SECTION VIII OF THIS AGREEMENT.

PURCHASING A TOKEN INVOLVES A HIGH DEGREE OF RISK, INCLUDING THE RISK OF TOTAL LOSS OF YOUR INVESTMENT. SEE SECTION IX, "RISK DISCLOSURE TO MEMBERS."

SECTION I

GENERAL PROVISIONS

1. **Formation.** The Members have formed a decentralized autonomous organization limited liability company known as “LA CASA ESPANOLA villa 9 DAO LLC” (the “DAO”) pursuant to the Wyoming Limited Liability Company Act (the “Act”) and the Decentralized Autonomous Organization Supplement thereto (the “Supplement”). This Operating Agreement (this “Agreement”) is entered into, and becomes effective, upon its adoption by the Member(s). This Agreement governs the regulation and management of the DAO by its Members.

The Articles of Organization of the DAO contain the acknowledgment reflecting the Members’ decision to organize a decentralized autonomous organization limited liability company.

This Agreement also governs, among other things, the status of the DAO’s Tokens as securities under U.S. law and the manner in which they are offered in reliance on the Regulation S exemption — see Section VIII.

2. **Name.** The Members may change the name of the DAO upon a quorum and the affirmative vote of a majority of the Members present, provided that the new name complies with the requirements of Section 17-29-108 of the Act and Section 17-31-104 of the Supplement.

3. **Registered Office and Agent.** The name and location of the registered agent shall be set forth in the Articles of Organization and shall comply with the requirements of Title 17, Chapter 28 and Section 17-29-113 of the Act.

4. **Term.** The DAO shall exist in perpetuity until the occurrence of any of the following events:
   4.1 the Members unanimously vote to dissolve the DAO;
   4.2 an event occurs that renders the DAO’s activities unlawful;
   4.3 any other event causes dissolution of the DAO under the Act or the Supplement; or
   4.4 the Members sell the Real Property Asset (as defined below) and, as a result, continuation of the DAO’s business becomes impossible or unreasonable.

5. **Continuation of the DAO.** Upon the occurrence of an event described in Section I.4, if at least one Member remains, such Member shall have the right to continue the business of the DAO, unless that right has been terminated.

6. **Purpose.** The DAO is organized for the purpose of acquiring and/or managing real property, namely: villa #9, located at https://maps.app.goo.gl/g1q9BSFWzNn5cQ8QA (the “Real Property Asset”), and may engage in any other lawful activity consistent with its purpose, as permitted by Section 17-29-104 of the Act and Section 17-31-105 of the Supplement.

Members are advised that the DAO’s and its Members’ rights with respect to the Real Property Asset are governed by the land and property laws of the Republic of Indonesia, which restrict direct ownership of land by foreign individuals and foreign legal entities. The actual holding structure (whether through a Hak Pakai right, a long-term leasehold, or an Indonesian foreign-investment company (PT PMA) is set out in separate transaction documents and shall be disclosed to Members prior to the purchase of a Token.

7. **Principal Place of Business.** The principal place of business of the DAO shall be determined by the Members, taking into account the DAO's purpose and the location of the Real Property Asset.

8. **Members.** To become a Member of the DAO, a person must hold a Token issued by the DAO by means of a Smart Contract, as specified in the DAO's Articles of Organization and this Agreement. Members are the owners of the DAO. Members are not entitled to compensation for services rendered to the DAO in their capacity as a Member, except as set forth in Section V. Each Member's Membership Interest is calculated by dividing the amount of digital assets held by the Member in the DAO by the total amount of digital assets issued by the DAO as of the time of the vote.

Only a person satisfying the requirements of Section I.17 (i.e., not a "U.S. person") may become a Member of the DAO. Any purported acquisition of Member status by a person who does not meet those requirements is void and confers no rights of membership, regardless of actual possession of a Token.

9. **Restrictions.** Unauthorized transfer of a Member's interest could create significant hardship for the DAO, including a breach of the conditions of the Regulation S exemption on which the offering of Tokens relies. Accordingly, the Members agree to the restrictions and procedures governing ownership and transfer of Membership Interests set forth in the Act, the Supplement, this Agreement, and Section VIII (Regulation S) of this Agreement. The Members acknowledge that these restrictions are not intended as a penalty, but are intended to (i) protect and preserve the DAO's existing relationships of trust, its capital, and its financial ability to continue operations, and (ii) preserve the validity of the registration exemption on which the offering of Tokens relies.

10. **Acceptance of this Agreement.** A Member who has purchased a Token is automatically deemed to have accepted the terms of this Agreement, the Articles of Organization, and the representations set forth in Section I.17.

A Member of the DAO may only be a natural person who satisfies the requirements of Section I.17. A Member holds Tokens, ownership of which is recorded on a distributed ledger (blockchain) under a public cryptographic key. Access to the Tokens is secured using the corresponding private key, for the safekeeping and use of which the Member bears sole responsibility.

11. **Admission of Additional Members.** Pursuant to Section 17-29-401 of the Act and this Agreement, new Members may be admitted to the DAO only through the transfer of an existing Membership Interest in accordance with Section VII, subject to the conditions of Section VIII (Regulation S). Prior to admission as a Member, a prospective Member may be required to create and maintain certain digital infrastructure, and to complete identity verification and non-U.S. person status screening (KYC), as set forth in Section VIII. Any attempt to admit a new Member must comply with the underlying Smart Contract and the DAO's blockchain ecosystem.

12. **Voting.** The Members agree that any Member vote shall be calculated on the basis of the Membership Interests held by each Member as of the time of the vote. Resolutions of the Members shall be deemed adopted only if a quorum is present at the vote and the resolution is approved by a majority (more than 50%) of the quorum. A person who has ceased to be a member pursuant to Section 17-29-602 of the Act shall not be counted for purposes of determining a majority of members.

If any one Member's holdings exceed 15% of the total number of Tokens outstanding, that Member's voting interest shall be calculated pursuant to a special formula designed to prevent manipulation of quorum-gathering and voting. Such formula shall be set forth in the Articles of Organization and/or in the publicly disclosed parameters of the underlying Smart Contract prior to its application.

A quorum shall be deemed present if at least 60% of the total number of Members participate in the vote.

Exception: resolutions relating to amendments to the Articles of Organization, this Agreement, or the underlying Smart Contract, and resolutions relating to disposition of the Real Property Asset, require a quorum of at least 70% of the Members.

13. **Smart Contract.** For purposes of this Agreement and the Articles of Organization, "Smart Contract" has the meaning given to that term under Section 17-31-102(ix) of the Act. A Smart Contract is computer code deployed on a blockchain system that automates the execution of actions or transactions in accordance with the conditions embedded in such code.

A Smart Contract may be used to:
– record and transfer assets;
– administer voting and the allocation of Members' rights;
– verify the status of a Member or prospective Token acquirer for compliance with the requirements of Section VIII (Regulation S), including functionality that technically restricts the transfer of Tokens to persons who have not confirmed non-U.S. person status; and
– perform such other actions as are provided for in this Agreement, the Articles of Organization, and the Smart Contract.

14. **Algorithmic Management.** The Members acknowledge and agree that, pursuant to Section 17-31-106 of the Supplement, the underlying Smart Contract referenced in this Agreement and the Articles of Organization governs the DAO's internal processes and operations, including, without limitation, the recording and transfer of assets, the administration of votes, and such other actions as are provided for herein. All legal documents and other material information regarding the DAO shall be made publicly available on a publicly accessible resource designated by the DAO, except for personal data and KYC/AML information of Members, access to which shall be restricted in accordance with applicable data protection law.

The Articles of Organization and this Agreement shall have the force of statements of authority within the meaning of applicable law. In the event of any conflict:
– the Articles of Organization shall prevail over this Agreement;
– the Smart Contract shall prevail over the Articles of Organization and this Agreement to the

extent permitted by Sections 17-31-104 and 17-31-106(a) and (b) of the Supplement, except that under no circumstances shall the Smart Contract amend or override the restrictions set forth in Section VIII (Regulation S) or the Member eligibility requirements set forth in Section I.17.

If the underlying Smart Contract is amended or updated, the Members agree to adopt corresponding amendments to the Articles of Organization and/or this Agreement in the manner set forth in the Articles of Organization.

15. **Action by Written Consent.** Member resolutions shall be adopted by electronic vote on the DAO's official web resource, as designated in the manner set forth in the Articles of Organization and this Agreement.

A resolution shall be deemed adopted if:
– the quorum of Members required under this Agreement participated in the vote; and
– the resolution was approved by a majority of the Members participating in the vote, unless otherwise provided in this Agreement or the Act.

Resolutions adopted by electronic vote may be memorialized in written form for submission to governmental or other competent authorities where written form is required. Such written instruments evidence the results of the vote and do not alter their substance.

Written resolutions shall be executed on behalf of the DAO by an authorized person designated by resolution of the Members in the manner set forth in this Agreement.

16. **Status of Tokens as Securities; Basis for Exemption from Registration.** The Members and prospective Members expressly acknowledge and agree that:

16.1 Given their economic characteristics (the pooling of Members' funds, the expectation of profit derived from the management of the Real Property Asset and joint activity carried out to a significant extent through designated authorized persons and the underlying Smart Contract), the DAO's Tokens may constitute an "investment contract" and, accordingly, a "security" within the meaning of Section 2(a)(1) of the Securities Act and the test articulated in SEC v. W.J. Howey Co., 328 U.S. 293 (1946).

16.2 The Tokens have not been, and will not be, registered with the SEC under the Securities Act, nor registered under the securities laws of any U.S. state ("blue sky laws").

16.3 The offering (both initial and subsequent) of Tokens is made solely in reliance on the exemption from registration provided by Regulation S (17 C.F.R. §§230.901–905), adopted by the SEC pursuant to the Securities Act, applicable to offshore transactions conducted outside the United States to persons who are not "U.S. persons."

16.4 The full terms and mechanics of the foregoing exemption are set forth in Section VIII of this Agreement, which is binding on all Members and constitutes an essential condition of acquiring and maintaining Member status.

17. **Member Eligibility and Representations Upon Purchase of a Token.**

17.1 Only a natural person who, at the time of submitting an order to purchase a Token, at the time of payment, and at the time the Token is credited, is not a "U.S. person" within the meaning of Rule 902(k) of Regulation S — including, without limitation, individuals resident in the

United States, U.S. citizens, and persons physically present in the United States at the time of the transaction — may become a Member of the DAO and a purchaser of a Token.

17.2 Each purchaser of a Token, upon purchase, represents and warrants to the DAO (such representations being deemed repeated on the date of each subsequent transfer of the Token to such purchaser) that:
a. the purchaser is not a U.S. person and is not acquiring the Token for the account or benefit of a U.S. person;
b. the acquisition of the Token constitutes an offshore transaction: at the time of submitting the purchase order, the purchaser is physically located outside the United States;
c. the purchaser did not receive the offer to purchase the Token as a result of directed selling efforts in the United States;
d. the purchaser has reviewed and agrees to comply with the restrictions on further transfer of the Token set forth in Section VII and Section VIII of this Agreement;
e. the purchaser has completed (or agrees to complete, prior to the Token being credited) identity verification and non-U.S. person status screening (KYC), as well as screening against applicable sanctions and other restricted-party lists (including the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC")), as established by the DAO or its authorized compliance service provider; and
f. the purchaser understands that the Token has not been registered under U.S. securities law and accepts the risks set forth in Section IX of this Agreement.

17.3 The DAO and its authorized persons may decline any order to purchase a Token, may suspend or refuse to record any transfer of a Token in the blockchain ledger, and may take such other reasonable measures (including technical measures at the level of the Smart Contract, holder registry, or coordination with the operator of a digital platform) as may be necessary to ensure compliance with this Section and Section VIII, where there is a reasonable basis to doubt the accuracy of the representations set forth in Section 17.2.

17.4 A Member shall promptly notify the DAO of any change in status as a result of which the Member becomes a U.S. person.

SECTION II

CAPITAL CONTRIBUTIONS

1. **Initial Contributions.** The Members agree to contribute the DAO's initial capital in exchange for governance rights in the DAO in the form of Tokens. One Token entitles the Member to one vote on matters submitted to the Members for decision, unless otherwise provided in this Agreement. The number of Tokens to be issued in exchange for contributed funds, and the manner of their allocation among Members, shall be determined by the underlying Smart Contract. Members are entitled to receive income and profit generated by the DAO's activities. Income and profit shall be distributed automatically in proportion to the number of Tokens held by each Member.

No Member may contribute funds if doing so would result in that Member holding more than 15% of the total number of Tokens issued.

Initial contributions may be accepted only from persons who satisfy the requirements of Section I.17.

2. **Additional Contributions.** Members are not obligated to contribute additional funds to the DAO's capital beyond their initial contributions. The DAO may resolve to conduct a voluntary capital call, subject to approval of such resolution by a majority vote of the Members in the manner set forth in this Agreement. A resolution to conduct a voluntary capital call shall specify the proposed types and amounts of contributions and the manner in which they are to be made. Members may decide, in their sole discretion, whether to participate in a voluntary capital call. If additional funds are contributed, the DAO shall issue new Tokens, allocated among Members in proportion to their voluntary contributions. The 15% cap on total Tokens continues to apply unless otherwise expressly provided by a resolution of the Members adopted by the majority required under this Agreement.

3. **Default on Contribution Obligations.** Any mandatory contribution required under this Agreement or a Member resolution must be made within sixty (60) days of the announcement of the applicable capital call. In the event of a failure to make a mandatory contribution, the provisions of Section 17-29-403 of the Act shall apply. Other Members may seek judicial or other legally available enforcement of the obligation. A person who has failed to satisfy a contribution obligation may be subject to the consequences provided by law and this Agreement, including suspension of that person's rights as a Member or a prohibition on acquiring additional Tokens until the obligation is fully satisfied. This Section does not apply to voluntary contributions, participation in which is entirely at a Member's discretion.

4. **Withdrawal of Capital.** Members may not demand the return of capital they have contributed, except as provided in the underlying Smart Contract or in this Agreement with respect to dissolution of the DAO.

Members may, however, transfer their Tokens (Membership Interests) to other Members or to third parties in the manner set forth in this Agreement, Section VIII (Regulation S), and the underlying Smart Contract. Such a transfer does not reduce the DAO's capital.

5. **Partition of DAO Assets.** Each Member, on their own behalf and on behalf of their successors and assigns, has rights to a partition of the DAO's assets as a legal entity in the manner provided by this Agreement and applicable law.

6. **Return of Capital Contributions.** The Members agree that, if the DAO has insufficient assets to return capital contributions, the Members may not assert claims against the DAO or against other Members.

SECTION III

PROFITS, LOSSES, AND DISTRIBUTIONS

1. **Profits/Losses.** For accounting and tax purposes, the DAO's net profit or net loss shall be determined at the close of each fiscal year in the manner prescribed by applicable law. Pursuant to Section 17-25-110 of the Supplement and Treasury Regulation §1.704-1, profits and losses shall be allocated among the Members in proportion to their economic interests in the DAO, unless otherwise expressly provided in this Agreement. Such allocation shall

be reflected in Members' tax filings in accordance with applicable tax law. Members are strongly encouraged to consult independently with a tax advisor in their country of residence and, where applicable, in the United States, regarding the consequences of such allocations (see also Section IX.6).

2. **Distributions.** Members may resolve to distribute available funds of the DAO annually or as needed, provided that sufficient funds are retained to cover the DAO's debts, obligations, and ongoing operations. "Available funds" means the DAO's net cash after deducting expenses, establishing working capital reserves, and covering obligations, as determined by resolution of the Members.

Upon dissolution of the DAO, or upon a Member's withdrawal, distributions shall be made in accordance with the positive balances of the relevant capital accounts, as provided in Treasury Regulation §1.704-1(b)(2)(ii)(b)(2). Where a capital account has a deficit balance, the qualified income offset provisions of §1.704-1(b)(2)(ii)(d) shall apply. Pursuant to Section 17-25-107 of the Supplement, distributions to Members may be made in cash or in the form of Tokens.

3. **Distributions in Kind.** If provided for in the underlying Smart Contract, the DAO may make distributions of assets in kind. The fair market value of such assets shall be determined in the manner set forth in the underlying Smart Contract, subject to confirmation by an independent market appraisal. The capital account of a Member receiving assets in kind shall be adjusted for the amount of the distribution based on the determined fair market value.

4. **No Interest.** Unless the underlying Smart Contract expressly provides otherwise, no interest shall accrue, and no additional compensation shall be payable, on any amounts due for distribution but not yet paid to Members.

5. **Withholding.** The underlying Smart Contract may withhold amounts from any payments or distributions to Members and remit such amounts to federal, state, and local authorities (of the United States, the Republic of Indonesia, or the Member's country of residence, as applicable) to the extent required by applicable law. Any amount so withheld and remitted shall be treated as having been received by the applicable Member for all purposes of this Agreement and applicable law.

SECTION IV

MANAGEMENT

1. **Management of Operations.** Pursuant to Section 17-29-407 of the Act, Section 17-31-109 of the Supplement, and the provisions of this Agreement, the day-to-day operations of the DAO are conducted by the Members through the publicly available Smart Contract identified below, which governs the DAO's operating procedures and management processes:
   https://polygonscan.com/address/0x89EbdFaf79308871A24c6992232984b3C84af9A8

2. **Responsibility.** The Members are responsible for the day-to-day management and operations of the DAO within the limits established by this Agreement and the underlying Smart Contract.

Any decision relating to:
– the sale of DAO assets; or
– the acquisition of another company,
must be approved by a majority vote of the Members participating in the vote, in the manner set forth in this Agreement.

If any Member disagrees with a proposed decision, that Member may initiate a vote to make a final determination as to the course of action. A decision shall be deemed adopted upon a quorum being present and a majority of the votes of the Members participating in the vote.

3. **Appointment of Officers.** The Members may appoint authorized persons or managers, and may determine their functions and authority, in accordance with this Agreement and the terms of the underlying Smart Contract.

Authorized persons or managers shall perform (without limitation) the following functions:
a. executing real property purchase and sale agreements on terms approved by the Members through the Smart Contract;
b. executing agreements with property management companies on behalf of the DAO in accordance with terms approved through the Smart Contract;
c. executing resolutions, decisions, and minutes on behalf of the DAO in connection with the acquisition of equity interests in other legal entities;
d. executing closing documents to complete the purchase of real property approved by the Members;
e. transferring funds from the DAO's treasury to sellers and to Members in proportion to their interests in income and profit;
f. carrying out settlements under executed agreements;
g. relaying information from property management companies to the Members, and relaying governance-vote information from the Members to property management companies;
h. organizing the conduct of votes; and
i. conducting negotiations with regulatory authorities on behalf of the DAO, including securities regulators.

Designated authorized persons act on the basis of this Agreement, the Articles of Organization, and/or a power of attorney issued by the DAO, and are required to comply with the terms of the underlying Smart Contract.

4. **Members.** Pursuant to Section 17-29-304 of the Act, no Member is personally liable for the obligations of the DAO.

Pursuant to Section 17-29-407 of the Act, Members have the right to participate in the management, control, direction, and conduct of the DAO's affairs, and have authority to bind the DAO.

Such authority may be limited or delegated exclusively to designated authorized persons as set forth in this Section IV.

5. **Resolution of Disputes Among Members.** All disputes among Members shall be resolved by vote. The number of votes held by a Member is proportional to that Member's Membership Interest in the DAO.

Adoption of a resolution requires a quorum and a majority vote of the Members participating in the vote.

In the event of a tie vote, the status quo shall be preserved; the proposed deviating action may not be taken.

Before any Member may initiate direct action under Section 17-29-901 of the Act, all Members must have participated in a vote on at least one proposal directed at resolving the dispute.

Members may initiate a derivative action to protect the DAO's rights only after a Member has properly demanded that the other Members take action to protect the DAO's rights, or has demonstrated that such a demand would be futile.

6. **Authority of Members.** The Members are authorized to make all decisions relating to the operations and legal affairs of the DAO, including, without limitation:

a. selling, developing, leasing, or otherwise disposing of DAO assets;

b. purchasing or acquiring other assets;

c. managing all or part of the DAO's assets;

d. incurring indebtedness and pledging DAO assets as collateral;

e. prepaying, refinancing, or extending any loans affecting DAO assets;

f. settling or releasing any claims against, or debts of, the DAO; and

g. engaging individuals, firms, or corporations to manage and conduct the DAO's business.

6.1 The Members are authorized to cause the execution and delivery of the following documents on behalf of the DAO through a designated authorized person:
a. agreements, deeds, assignments, leases, subleases, franchise, licensing, management, and servicing agreements relating to DAO assets;
b. checks, wire transfers, and other instructions for disbursement of DAO funds;
c. loan agreements, security agreements, and other similar documents; and
d. any other documents relating to the business and affairs of the DAO, including tax forms.

7. **Duties of Members.** Pursuant to Section 17-31-110 of the Supplement, no Member owes fiduciary duties to the DAO or to other Members, except where such a duty has been expressly agreed to by all Members or where a Member has been appointed as a representative or officer of the DAO — in which case that designated Member owes a fiduciary duty within the scope of that person's authority. In all cases, Members remain subject to the implied contractual covenant of good faith and fair dealing provided for under the Supplement. Members' attention is expressly drawn to the risk associated with the absence of fiduciary duties, as disclosed in Section IX.3.

Members are required to participate in votes on management matters relating to the operation of the DAO, in the manner provided in this Agreement and the underlying Smart Contract.

8. **Interested-Party Transactions.** If a transaction or contract between the DAO and one or more of its Members, officers, or employees, or between the DAO and any other entity in which one or more Members, officers, or employees have a financial interest or serve as an owner, manager, partner, director, officer, or employee, is entered into in good faith, such

transaction or contract shall not be void or voidable solely for that reason or solely because the interested Member, officer, or employee participated in its approval.

No Member, officer, or employee interested in such a transaction or contract shall, by reason of such interest, be deemed to have breached this Agreement, be liable to the DAO or any Member for losses or expenses incurred in connection with such transaction or contract, or be required to account for any benefit or profit derived therefrom.

Although not required, approval or ratification by a majority of Members having no interest in the transaction constitutes prima facie evidence that the transaction is authorized under this Section.

9. **Permitted Activities.** Each Member, together with that Member's respective authorized persons and other related parties, may engage in any activity, whether individually or through any legal entity, provided that neither the Member nor its authorized persons or related parties act in bad faith with respect to the DAO.

10. **DAO Information.** Pursuant to Section 17-31-112 of the Act, Members have the right to inspect or copy the DAO's records, provided such information is available on the public blockchain. The DAO shall furnish requested records to Members to the extent such requests do not violate law or infringe upon the confidentiality rights of other Members, including KYC/AML data collected pursuant to Section VIII.

11. **Limitation of Liability.** Pursuant to Section 17-29-304 of the Act, no Member is personally liable, directly or indirectly, for any debt, obligation, or liability of the DAO solely by reason of being a Member. Any debt, obligation, or liability of the DAO is solely an obligation of the DAO as a legal entity.

12. **No Indemnification.** The DAO does not provide indemnification and will not reimburse losses to any person who is or may become a party defendant in any pending or completed action, suit, or proceeding. Members are solely responsible for defending and litigating claims relating to the DAO, including civil, criminal, administrative, or investigative proceedings, arising from their status as Members of the DAO.

SECTION V

COMPENSATION

1. **Management Fee.** Any Member who provides services to the DAO is entitled to compensation equal to the value of the services rendered, pursuant to an agreement. The value of such services must be approved by a majority vote of the Members.

2. **Expense Reimbursement.** The DAO shall reimburse Members for documented, actual, direct expenses reasonably incurred in connection with the management of the DAO, provided that such expenses (or categories of expenses) have been approved in advance by a majority vote of the Members in the manner set forth in this Agreement. Expenses disputed by any Member shall not be reimbursed until the dispute has been resolved in the manner set forth in Section IV.5.

SECTION VI

ACCOUNTING

1. **Books of Account.** The DAO's primary Smart Contract and blockchain ecosystem shall maintain complete and accurate records of all DAO transactions and affairs and shall determine the DAO's method of accounting. The DAO's fiscal period corresponds to the calendar year.

2. **Records.** Members may, at their discretion, keep the following documents at the DAO's registered office:

- copies of all organizational documents, this Agreement, and any amendments thereto;
- copies of the DAO's federal, state, and local tax returns and reports for the preceding three (3) years, if any;
- copies of the minutes of all meetings of Members, if any; and
- any written consents given by Members.

3. **Member Accounts.** The primary Smart Contract and blockchain ecosystem maintain separate capital and distribution accounts for each Member. Each Member's capital account is determined and maintained in accordance with Treasury Regulation §1.704-1(b)(2)(iv), and includes:

Increases in capital resulting from:
- additional capital contributions made by the Member; and
- credit balances transferred from the Member's distribution account to that Member's capital account.

Decreases in capital resulting from:
- distributions to the Member that reduce the DAO's capital; and
- the Member's allocable share of DAO losses, if charged against the Member's capital account.

4. **Reports.** Members are entitled to receive reports on their distributive share of the DAO's income and expenses through the open blockchain ecosystem. Such reports are intended for use by Members for accounting and tax reporting purposes.

SECTION VII

TRANSFERS

1. **Notice of Restrictions on Transfers and Withdrawals.** Pursuant to Section 17-25-103 of the Supplement, all Members and prospective Members are hereby notified of the following restrictions:

The rights of members of a decentralized autonomous organization (DAO) may differ materially from the rights of members of other limited liability companies. The Wyoming Decentralized Autonomous Organization Supplement, the underlying Smart Contracts, the Articles of Organization, and this Agreement may:
- restrict the transfer of Membership Interests;
- govern withdrawal from, or resignation from, the DAO;
- establish conditions for the return of capital contributions;

- govern the dissolution of the DAO; and
- define, restrict, or eliminate fiduciary duties.

In addition to the foregoing, any transfer of a Token is subject to the requirements of Regulation S set forth in Section VIII of this Agreement, including the distribution compliance period and the requirement that the acquirer be a non-U.S. person.

2. **Transfer of Interests; General.** If a Member intends to sell, assign, or otherwise dispose of all or part of that Member's Membership Interest, the Member must act in strict accordance with the provisions of the underlying Smart Contract, the Articles of Organization, this Agreement, and Section VIII.

Smart Contract Authorization
- A transfer or sale of an interest is possible only if the underlying Smart Contract permits such a transaction.
- If the Smart Contract does not permit the sale or assignment of an interest, the transfer cannot be effected.

Disclosure of Restrictions
- The withdrawing Member must disclose to the prospective acquirer or transferee all restrictions on transfer of the interest set forth in this Agreement, the Articles of Organization, the underlying Smart Contract, and Section VIII.

Rights of the New Member
- A prospective new Member acquires all rights and obligations associated with the Membership Interest only after:
- completing screening for compliance with the requirements of Section VIII (non-U.S. person status, KYC/AML);
- effecting the transfer of the interest in accordance with established procedures;
- acquiring the corresponding Tokens (Membership Interest); and
- accepting the obligations of the Articles of Organization and this Agreement, including the representations set forth in Section I.17.

Liability of the Withdrawing Member
Until the transfer is completed and the interest is acquired by the new Member, the withdrawing Member remains responsible for compliance with all restrictions and obligations set forth in this Agreement, the Articles of Organization, the underlying Smart Contract, and Section VIII.

3. **Valuation and Allocation of a Withdrawing Member's Interest.**

Offer to Other Members
If a Member wishes to withdraw from the DAO and has no third-party buyer for that Member's interest who satisfies the requirements of Section VIII, the Member must offer the interest to all remaining Members on equal terms.

Right to Purchase
Remaining Members have the right to:
- purchase the withdrawing Member's interest in proportion to their respective current interests, or on such other terms as determined by the underlying Smart Contract; or
- decline to purchase the interest, in whole or in part.

Valuation of the Interest
The fair market value of the withdrawing Member's interest shall be determined in accordance with the valuation rules and methodology established by the underlying Smart Contract and this Agreement.

Allocation of the Interest
Following an agreed valuation and a decision to purchase, the withdrawing Member's interest shall be allocated among the acquiring parties in proportion to their agreed shares. All changes shall be reflected in the DAO's blockchain records.

Restrictions
Any transfer or allocation of an interest must comply with this Agreement, the Articles of Organization, the underlying Smart Contract, and Section VIII.

4. **Regulation S Compliance on Subsequent Transfer.** Notwithstanding any other provision of this Section VII, any transfer of a Token following the initial offering is permitted only if:

a. the acquirer satisfies the requirements of Section I.17 and has furnished the representations set forth in Section I.17.2;

b. the transaction constitutes an offshore transaction and is not accompanied by directed selling efforts in the United States;

c. if the transfer occurs prior to expiration of the distribution compliance period referred to in Section VIII.4, the acquirer additionally confirms awareness of the restrictions applicable during such period; and

d. the underlying Smart Contract (or the authorized person maintaining the holder registry) has confirmed that the acquirer has completed the screening required by Section VIII prior to the transfer being reflected in the registry.

The DAO and its authorized persons may decline to record any transfer of a Token that does not comply with this Section.

SECTION VIII

COMPLIANCE WITH U.S. SECURITIES LAW (REGULATION S)

1. **Basis for Exemption.** The DAO conducts the offering of Tokens solely in reliance on the exemption from registration provided by Regulation S (17 C.F.R. §§230.901–905), adopted by the SEC pursuant to the Securities Act. For purposes of this Section, the DAO is treated as a Category 3 issuer within the meaning of Rule 902(b) of Regulation S — that is, an issuer for which it has not been established that there is no substantial U.S. market interest in its securities — and, accordingly, the most conservative restrictions available under Regulation S apply to the offering.

2. **Offshore Transaction.** Each purchase and each subsequent transfer of a Token must constitute an "offshore transaction" within the meaning of Rule 902(h) of Regulation S — that is, the offer is not made to a person in the United States, and the person placing the purchase order (or, in the case of a subsequent transfer, the person initiating the sale) is, at the time of the transaction, reasonably believed to be located outside the United States.

3. **No Directed Selling Efforts in the United States.** The DAO, its authorized persons, and any person acting on their behalf agree not to engage in "directed selling efforts" within the meaning of Rule 902(c) of Regulation S in the United States, including, without limitation: advertising targeted at the U.S. market, posting materials on English-language resources aimed primarily at a U.S. audience, or participating in investor-facing events held in the United States, without adopting offsetting compliance measures permitted under Regulation S.

4. **Distribution Compliance Period.** A distribution compliance period of one (1) year, measured from the completion date of the applicable Token offering (or such other date as determined under Rule 903(f) of Regulation S), applies to each issuance of Tokens. During that period:

a. Tokens may not be offered or sold to, or for the account or benefit of, U.S. persons;
b. each acquirer must furnish a written (including electronic) certification that the acquirer is not a U.S. person and is not acquiring the Token for the account or benefit of a U.S. person;
c. the Token is subject to a restrictive legend, the electronic equivalent of which is reflected in the terms of the Smart Contract or in documentation accompanying the Token, stating that the Token has not been registered under the Securities Act and may be offered, sold, or otherwise transferred only pursuant to a transaction registered under the Securities Act or an available exemption from registration, including compliance with Regulation S; and
d. the DAO shall obtain from each acquirer a contractual undertaking to resell Tokens during such period only in accordance with Regulation S, pursuant to a registered transaction, or pursuant to another available exemption.

5. **Technical Compliance Measures.** The DAO shall take commercially reasonable steps to implement the restrictions of this Section technically, including (subject to technical feasibility and consistent with the operational recommendations accompanying this Agreement): integrating holder-status verification (a whitelist/allowlist function) at the level of the Smart Contract or the holder registry; engaging a third-party KYC/AML and sanctions-screening provider; and, where technically feasible, blocking access to the token-sale platform from IP addresses and other identifiers associated with the United States.

6. **Refusal to Register Transfers.** The DAO and its authorized persons may, and shall, refuse to reflect in the holder registry any transfer of a Token that does not comply with this Section, regardless of whether such transfer was technically executed at the blockchain level. A Member who effects, or attempts to effect, a transfer of a Token in violation of this Section shall be liable for all losses caused to the DAO and other Members as a result of such violation.

7. **Relationship to Other Exemptions.** Nothing in this Section limits the DAO's right to conduct future offerings of Tokens in reliance on other available exemptions from registration (including, without limitation, Regulation D with respect to accredited U.S. investors), subject to a separate resolution of the Members and corresponding amendments to this Agreement and the Articles of Organization. Until such a resolution is adopted, all existing restrictions on Member eligibility set forth in this Section and in Section I.17 remain in full force and effect.

8. **No Registration or Regulatory Oversight.** Members acknowledge that the DAO is not an investment company registered under the U.S. Investment Company Act of 1940, is not a broker-dealer registered under the U.S. Securities Exchange Act of 1934, and is not subject to the oversight of the SEC, FINRA, or any other U.S. securities regulator. Tokens are not insured by the Federal Deposit Insurance Corporation ("FDIC") and are not protected by the Securities Investor Protection Corporation ("SIPC") or any similar body of any other jurisdiction.

SECTION IX

RISK DISCLOSURE TO MEMBERS

Purchasing a Token involves significant risk. The following is a non-exhaustive description of the principal risks with which a Member should become familiar before purchasing a Token. Each Member is responsible for independently assessing the acceptability of these risks and, where appropriate, obtaining independent legal, tax, and financial advice.

1. **Regulatory Risk.** The classification of Tokens as securities, and the availability and sufficiency of the Regulation S exemption, may be challenged by regulatory or judicial authorities in the United States or other jurisdictions. Changes in the law of the United States, the Republic of Indonesia, or a Member's country of residence, or in enforcement practice regarding digital assets, may impose additional restrictions, obligations, or sanctions on the DAO, its authorized persons, or its Members.

2. **Smart Contract Risk.** Management of the DAO is carried out to a significant extent through self-executing computer code. Bugs, vulnerabilities, compromise of private keys, attacks on blockchain infrastructure, or other technical failures could result in the loss of DAO assets or the assets of individual Members, without the ability to reverse the relevant transactions.

3. **Absence of Fiduciary Duties.** Pursuant to Section 17-31-110 of the Supplement, Members, subject to limited exceptions (see Section IV.7), do not owe each other or the DAO fiduciary duties of the kind characteristic of traditional limited liability companies. This differs from the rights of a member of a traditional LLC and reduces the legal remedies available to a Member with respect to the acts of other Members or authorized persons.

4. **Liquidity Risk.** Tokens are not traded on a regulated securities exchange. Their transfer is restricted to persons satisfying the requirements of Section VIII and, during the distribution compliance period, is subject to additional restrictions. The right of first refusal held by other Members (Section VII) may further complicate and delay the sale of an interest. A Member should be prepared for the possibility that it may not be possible to liquidate a Token at will at any given time.

5. **Risk Relating to the Indonesian Real Property Asset.** The DAO's sole (or principal) asset is a group of villas located in Indonesia. Indonesian law restricts direct land ownership by foreign individuals and foreign legal entities. The DAO's actual rights with respect to the Real Property Asset depend on the legal holding structure used (e.g., Hak Pakai, a long-term lease, or a PT PMA structure), which may create additional risks of expropriation, challenges to title, term limitations, or the need to renew or restructure rights, that differ

from the risks associated with fee-simple ownership of real property in common-law jurisdictions.

6. **Tax Risk.** This Agreement is structured using terminology characteristic of U.S. partnership taxation (Treasury Regulation §1.704 et seq.). This may impose U.S. tax filing and/or U.S. withholding obligations on foreign individual Members, even though the offering of Tokens is structured to comply with Regulation S for securities-law purposes (compliance with Regulation S does not equate to an exemption from U.S. tax obligations). Members are strongly encouraged to obtain advice from an independent international tax advisor prior to purchasing a Token.

7. **Asset Concentration Risk.** The DAO's assets are concentrated in a single real property asset, which does not provide the diversification characteristic of broadly diversified investment vehicles, and makes a Member's income and the value of that Member's interest dependent on the condition of the local real estate and tourism markets.

8. **Currency Risk.** Income from the Real Property Asset may be received in a currency other than the currency in which a Member measures its investment, creating exposure to exchange-rate fluctuations.

9. **Management Risk.** A significant portion of operational decisions is executed by designated authorized persons and property management companies. Improper performance of their duties, bad faith, or termination of their authority may adversely affect the DAO's operations and the value of a Token.

10. **Risk of Total Loss.** Purchasing a Token may result in the total loss of the amount paid to purchase it. Tokens are not a deposit and are not insured or guaranteed by any governmental body or any other person.

SECTION X

DISSOLUTION

1. **Dissolution.**

1.1 Initiation of Dissolution
The DAO may be dissolved at any time upon the unanimous consent of all Members. Dissolution may be initiated by a vote of the Members in accordance with the procedure established by the underlying Smart Contract.

1.2 Mandatory Dissolution
Pursuant to Section 17-29-701 of the Act, the DAO shall be subject to mandatory dissolution if, for ninety (90) consecutive days, no Member remains and the underlying Smart Contract is unable to continue functioning as intended. In such case, an authorized person shall file the applicable form with the Wyoming Secretary of State pursuant to W.S. 17-29-701.

1.3 Dissolution Procedure
The DAO's dissolution process, including the collection and distribution of assets, the settlement of debts and obligations, and the closing of accounts, shall be conducted in accordance with

Section 17-29-502 of the Act and Section 17-31-113 of the Supplement, and with due regard to the underlying Smart Contract.

2. **Distribution Upon Dissolution.** After satisfaction of all of the DAO's debts and obligations, remaining cash, assets, or capital shall be distributed among the Members in proportion to their Membership Interests, provided that any distribution to a person who, at the time of distribution, does not satisfy the requirements of Section I.17 may be made solely in cash or by another means that does not involve the transfer of a Token to such person. Any distribution following dissolution of the DAO shall be made in accordance with the procedure set forth in this Agreement, Section 17-29-708 of the Act, and Treasury Regulation §1.704-1.

SECTION XI

MISCELLANEOUS

1. **Multiple Originals.** This Agreement is published on the webpage relating to the Real Property Asset and shall be deemed an original.

2. **Binding Effect.** This Agreement is binding upon and inures to the benefit of all Members and their successors, personal representatives, heirs, and assigns, subject to all restrictions on transfer of rights set forth in this Agreement, including the restrictions in Section VIII.

3. **Headings.** The headings contained in this Agreement are included solely for convenience of reference.

4. **Amendment.** This Agreement may be amended only pursuant to a vote of the Members or amendments to the underlying Smart Contract, provided that no amendment may repeal, weaken, or eliminate the restrictions of Section VIII or the eligibility requirements of Section I.17 without replacing them with an equivalent, then-available exemption from U.S. securities registration or with proper registration of the Tokens.

5. **Governing Law.** The Members acknowledge and agree that this Agreement is governed by, and shall be construed and enforced in accordance with, the laws of the State of Wyoming, United States (as amended from time to time), without prejudice to the application of U.S. federal securities law to the offer and circulation of Tokens.

6. **Compliance with the Act.** All matters relating to the DAO's operations that are not addressed in this document shall be resolved in accordance with the Act and the Supplement. The DAO shall comply with all other provisions of the Act and the Supplement so as to remain within the applicable legal framework.

7. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement invalid, the remaining provisions shall be construed as if the invalid provision had not been included in this Agreement.

8. **Venue.** Venue for any dispute arising under this Agreement, and for disputes between Members or the DAO, shall be the county in which the DAO's registered office is located.

Disputes relating to the Real Property Asset shall be adjudicated in the jurisdiction where the Real Property Asset is located, or at the election of the plaintiff.

9. **Notices to Members.** All notices to Members under this Agreement shall be given in electronic form and shall be deemed given upon delivery by email to the recipient's mailbox.

10. **Entire Agreement.** This Agreement, together with the Articles of Organization of the DAO (including any amendments thereto) and all exhibits, schedules, and other related documents, constitutes the entire and sole agreement among the Members. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, relating to the subject matter hereof.
