

CLEANhome OWNERS GROUP

CHARTER MEMBERSHIP AGREEMENT & TERMS OF SERVICE

IMPORTANT NOTICE TO APPLICANT:

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY PRIOR TO REMITTING MEMBERSHIP DUES. THIS AGREEMENT GOVERNS YOUR ADMISSION TO, PARTICIPATION IN, AND RECEIPT OF INTELLECTUAL PROPERTY AND NETWORK PRIVILEGES ASSOCIATED WITH THE CLEANhome OWNERS GROUP (COG), AN AUXILIARY ENTITY OF CARBONLESENERGY HOLDINGS, INC.

MEMBERSHIP DUES REMITTED HEREUNDER CONSTITUTE NONREFUNDABLE ORDINARY BUSINESS INCOME PAID SOLELY IN EXCHANGE FOR IMMEDIATE INTELLECTUAL ASSETS, PRIVATE COMMUNITY ACCESS, AND STRUCTURED PRIVILEGES. THIS PAYMENT DOES NOT CONSTITUTE A REAL ESTATE PURCHASE CONTRACT, AN ESCROW DEPOSIT, A VEHICLE OR HOME RESERVATION DEPOSIT, A SECURITY, AN OPTION TO PURCHASE, OR A FRACTIONAL INTEREST IN ANY PROPERTY.

1. RECITALS & PURPOSE OF MEMBERSHIP

The CLEANhome Owners Group (“COG”) is an exclusive, private association organized to convene future residents, technical collaborators, forward-thinking planners, and aligned stakeholders committed to advancing the decentralized living and independent micro-infrastructure standards established by CarbonLessEnergy Holdings, Inc., CLEANsolar, and CLEANhomes (collectively, the “CLEAN Ecosystem”).

By executing this Charter Membership Agreement (this “Agreement”) and paying the designated Charter Membership Due, Member seeks immediate access to the CLEANhorizon intelligence repository, proprietary mechanical/topographical overviews, organizational leadership, and structured priority status for future real property developments designed and executed across the CLEAN Ecosystem.

2. CHARTER MEMBERSHIP TIERS & SPECIFIC DELIVERABLES

Membership is granted across four distinct Charter Tiers, each carrying specific access rights, governance participation privileges, and prospective commercial benefits. The schedule of dues, allocations, and core deliverables is established as follows:

Tier Designation	Membership Due	Total Seats	Core Deliverable & Privilege Suite
Trailblazer	\$2,700 USD	2,000	Full Digital Intel Access: CLEANhorizon Briefings, technical bulletins, architectural digests, pre-public press updates + 2.7% structured discount applied against the first \$200,000 of a future CLEANhome purchase.
Pioneer	\$7,200 USD	600	Trailblazer Deliverables + Exclusive personal credentials to the Annual CLEAN Corporate Gala/Christmas Event + 7.2% structured discount applied against the first \$270,000 of a future CLEANhome purchase.
Architect	\$27,000 USD	72	Pioneer Deliverables + Formal invitations to participate in closed-door Architectural Planning Charrettes and Community Site-Design Sessions + 9.9% structured discount applied against the first \$727,272 of a future CLEANhome purchase.
Founder	\$72,000 USD	27	Architect Deliverables + Direct private briefings and summit access with Corporate Leadership + Top-tier priority queuing + 19.9% structured discount applied against the first \$1,000,000 of a future CLEANhome purchase.

3. NATURE OF DUES: NONREFUNDABLE ORDINARY BUSINESS INCOME

3.1. **Full Immediate Consideration.** Member expressly agrees and confirms that upon receipt and clearance of the Charter Membership Due by COG, COG has fully performed its initial consideration by immediately issuing Member’s digital credentials, authorizing access to the private CLEANhorizon information repository, providing downloadable proprietary research digests, and assigning the Member’s unique, timestamped priority registry number (“CLEANnumber”).

3.2. **No Escrow or Segregation of Funds.** Member explicitly acknowledges that the Membership Dues:

- (a) Are ordinary business revenue earned by COG upon receipt;
- (b) Shall not be segregated, held in escrow, or deposited in a custodial, trust, or real estate client account;
- (c) Shall not accrue interest to the credit of the Member; and
- (d) May be utilized immediately by COG and its parent or affiliated operating entities for administrative operations, research dissemination, network platform maintenance, events, and general corporate development.

3.3. **Absolute Non-Refundability.** Because membership rights, cryptographic credentials, private digest documentation, and intellectual materials are granted and made accessible immediately upon enrollment, ALL MEMBERSHIP DUES ARE STRICTLY

AND PERMANENTLY NONREFUNDABLE UNDER ANY CIRCUMSTANCE. Cancellation, voluntary withdrawal, termination, failure to utilize membership perks, or a subsequent decision not to acquire a CLEANhome will under no condition entitle Member to a return, refund, chargeback, or restitution of any portion of the Membership Due paid.

4. SEPARATION FROM REAL ESTATE TRANSACTIONS & CONDITIONAL PURCHASE DISCOUNTS

4.1. **No Real Property Contract.** Member acknowledges and agrees that this Agreement does not constitute a contract for the purchase or sale of real estate, an agreement of sale, a construction contract, or an offer of a lot or parcel. Real property acquisitions, if any, shall be governed exclusively by a separate, formal, fully executed Real Estate Purchase and Sale Agreement (the "Purchase Agreement") adhering to all applicable statutory and local jurisdictional requirements.

4.2. **Structured Purchase Discounts.** The structured discounts outlined in Section 2 (ranging from 2.7% to 19.9% up to the stated maximum caps) represent conditional contractual concessions offered by the CLEAN Ecosystem to active COG members in good standing. To apply a structured discount:

- (a) Member must hold an active COG status;
- (b) Member must personally execute the Purchase Agreement for an eligible, available CLEANhome unit within an active CLEANcommunity development; and
- (c) Discounts are non-transferable and may not be assigned, sold, or aggregated across multiple parties, lots, or simultaneous builds unless authorized in writing by the corporate board of CarbonLessEnergy Holdings, Inc.

4.3. **No Guarantee of Timeline, Siting, or Cost.** Member recognizes that real property developments are subject to geographic, municipal, engineering, environmental, supply-chain, and regulatory approvals. Enrollment in COG does not constitute a legal guarantee that a CLEANcommunity will be permitted or completed within a specific timeframe, in a specific micro-location, or at an immutable final price point.

5. INTELLECTUAL PROPERTY & PERMISSIBLE USE OF MATERIALS

5.1. **Proprietary Classification.** All documentation, briefings (including the *CLEANhorizon Briefing* series), whitepapers, audio/video recordings, and leadership updates provided through the COG portal constitute proprietary trade property and protected intellectual material of CarbonLessEnergy Holdings, Inc.

5.2. **Limited Personal License.** Member is granted a non-exclusive, non-transferable, revocable license to access, review materials strictly for personal, non-commercial education and evaluation.

5.3. **Prohibition on Commercial Dissemination.** Member shall not distribute, sublicense, republish, upload to social media networks or public forums, broadcast, or transmit any technical, strategic, or operational documents obtained through COG to any third party, competitor, or public platform without express prior written approval from an executive officer of COG. Unauthorized distribution of proprietary documentation constitutes a material breach of this Agreement, subjecting Member to immediate termination without refund, forfeiture of all discount privileges, and potential civil liability.

6. CONDUCT, REVOCATION, & TRANSFERABILITY

6.1. **Code of Member Conduct.** COG is committed to constructive, aligned engagement. Members participating in digital forums, planning charrettes, galas, or leadership roundtables agree to maintain a professional, respectful demeanor. Disruption, slander, breach of intellectual property, or intentional acts designed to disparage or harm the development of CLEANcommunities shall be grounds for immediate revocation of membership.

6.2. **Termination for Cause.** In the event of Member's material breach of Section 5 or Section 6.1, COG reserves the right to terminate Member's access to the portal, revoke event invitations, and cancel conditional purchase discounts immediately upon written notice. Due to the nonrefundable nature of ordinary business income dues, no refund shall be issued upon termination for cause.

6.3. **Non-Transferability.** Membership credentials, tier standings, CLEANnumbers, and accumulated purchase privileges are personal to the individual or business entity executing this Agreement. Member may not sell, trade, assign, pledge, or transfer this Agreement or any associated perks to another party without prior written corporate authorization.

7. LIMITATION OF LIABILITY & DISCLAIMERS

7.1. **"As-Is" Deliverables.** All engineering overviews, micro-infrastructure digests, and technical projections provided within the COG portal represent conceptual paradigms and engineering objectives. While rooted in professional evaluations and active patents/specifications, they do not constitute warranties, performance guarantees, or formal structural certifications for a specific individual site until incorporated into definitive engineering and construction contracts.

7.2. **Damages Cap.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL COG, CARBONLESENERGY HOLDINGS, INC., OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF COG INTELLECTUAL ASSETS.

THE MAXIMUM AGGREGATE RECOVERY AVAILABLE TO MEMBER UNDER ANY DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT SHALL BE STRICTLY LIMITED TO THE EXACT AMOUNT OF THE CHARTER MEMBERSHIP DUE ACTUALLY PAID BY MEMBER TO COG.

8. DISPUTE RESOLUTION & BINDING ARBITRATION

8.1. **Informal Negotiation Window.** Prior to initiating formal dispute proceedings, Member and COG agree to engage in direct, good-faith negotiations to resolve any grievance. Member shall submit a detailed written statement of dispute to resolutions@cleanhomeowners.org (or designated administrative email). Both parties agree to allow a sixty (60) day period for executive review and resolution.

8.2. **Binding Commercial Arbitration.** If an amicable resolution is not reached within the sixty (60) day window, all claims, controversies, or disputes arising out of or relating to this Agreement, the validity of its terms, or the membership privileges granted herein shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules.

8.3. **Waiver of Jury Trial & Class Actions.** MEMBER AND COG MUTUALLY AGREE THAT ALL CLAIMS SHALL BE BROUGHT SOLELY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, REPRESENTATIVE, OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BOTH PARTIES EXPLICITLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

9. GENERAL LEGAL PROVISIONS

9.1. **Governing Law.** This Agreement shall be governed by, interpreted, and construed under the laws of the State of Delaware (or state of primary incorporation of CarbonLessEnergy Holdings, Inc.), without regard to its conflict of law principles.

9.2. **Severability.** If any provision of this Agreement, or any portion thereof, is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

9.3. **Entire Agreement.** This Agreement constitutes the complete and exclusive understanding between Member and COG concerning the subject matter hereof and supersedes all prior negotiations, verbal statements, marketing collateral, discussions, and correspondence. No amendment or modification shall be binding unless documented in writing and executed by an authorized officer of COG.

10. MEMBER ACKNOWLEDGMENT & EXECUTION

BY CHECKING THE "I AGREE" PROTOCOL, TRANSMITTING AN ELECTRONIC SIGNATURE, OR REMITTING PAYMENT FOR CHARTER MEMBERSHIP DUES, THE APPLICANT EXPLICITLY ATTESTS THAT:

- 1. I have read, understood, and voluntarily accept every term of this Agreement.
- 2. I acknowledge that my Membership Due is fully earned upon receipt and is completely nonrefundable.
- 3. I understand that I am purchasing private membership credentials, intellectual digests, and priority privileges - not real estate, an escrowed deposit, or a guaranteed construction slot.
- 4. I agree to keep proprietary materials confidential and to act within the guidelines established for the CLEANhome Owners Group.

MEMBER INFORMATION & AFFIRMATION

Selected Charter Tier: ☐ Trailblazer (\$2.7K) ☐ Pioneer (\$7.2K) ☐ Architect (\$27K) ☐ Founder (\$72K)

Member Full Legal Name: _____

Physical Street Address: _____

City, State, Postal Code: _____

Primary Contact Email: _____

Direct Telephone Number: _____

Member Signature: _____	Date: _____
Authorized COG Officer: _____	Date: _____
Assigned CLEANnumber: COG-CHARTER-_____ [Assigned upon payment confirmation]	