

Form of Spousal Consent

I, Nadezhda Maksimchuk, the spouse of Bogdan Maksimchuk_____, who is a Member of Barcelo Homes Inc, a _____ limited liability company (the "Company"), hereby sign this Spousal Consent.

1. I have read the Operating Agreement of the Company dated Janury 10, 2013 (the "Agreement"), to which the form of this Spousal Consent is attached, and understand the provisions of the Agreement relating to the contributions of cash or property to the Company, the purchase, sale, or other disposition of any Member's Membership Interest in the Company, and management of the Company and Company property.
2. I recognize that the community property laws of certain jurisdictions—including the U.S. states of Louisiana, Arizona, California, Texas, Washington, Idaho, Nevada, New Mexico, and Wisconsin—may provide me with community property rights in property acquired during the marriage, including my spouse's interest in the Company, and that community property rights may frustrate the intentions of the other Member or other parties to the Agreement.
3. I am aware that, under the Agreement, my spouse has agreed to certain restrictions on my spouse's ability to sell my spouse's Membership Interest as more fully described in the Agreement.
4. I hereby consent to each and every provision or restriction set forth in the Agreement and approve all of the provisions of the Agreement.
5. I hereby designate and appoint my spouse—which appointment is coupled with an interest and hereby declared irrevocable—as my true and lawful attorney-in-fact for all purposes of the Agreement, including without limitation, to act for and bind me in all Company matters and affairs.
6. If I and my spouse divorce or our marriage is otherwise legally dissolved, I will transfer and sell any interest that I have or may acquire in the Company to my spouse for fair market value and a court may award any such interest to my spouse as part of the legal division of our property. The previous sentence is not intended waive or relinquish any community property right that I have in the Company, but to agree to accept other property or assets of substantially equivalent value as part of any property settlement agreement or other legal division of property upon dissolution of my marriage.
7. I agree not to transfer or bequeath any community property interest that I have in the Company—by will, trust, or any other testamentary disposition—to anyone other than my current spouse. Any residuary clauses in any will or trust shall not include any interest I have or may acquire in the Company.

8. This Spousal Consent is binding on my heirs, executors, administrators, and assigns.
9. I am aware that this Spousal Consent involves issues of limited liability company and community property law that may be complex. I acknowledge that I am free to seek independent legal or financial counsel regarding this Spousal Consent. I have either sought the advice of independent counsel or, after carefully reading the Agreement, am satisfied with its terms without seeking the advice of independent counsel. I understand and have received full disclosure of the rights that I am agreeing to waive under this Agreement.
10. I knowingly and voluntarily intend to be bound by the Spousal Consent and hereby agree that any and all interest I may have in the Company— by community property laws or otherwise—shall be governed by the terms of the Agreement and this Spousal Consent.
11. This Spousal Consent applies to the Agreement as it currently exists and to any subsequent amendments, restatements, or other changes to the Agreement as may be agreed upon by the parties to the Agreement. I agree that my spouse may join in any amendment, restatement, or other change to the Agreement without any further signature, acknowledgment, agreement, or consent on my part or notice to me.

My signature is effective on the date signed below.

Date: 4-9-21

Signature

Print Name: Nadezhda Maksimovna