

Foreside Real Estate Management is an affiliate of Continuum Companies Inc.

Conflict of Interest Policy and Statement

of CONTINUUM Companies, Inc. and Affiliated Brands

Article I – Purpose

1. CONTINUUM Companies, Inc. (CONTINUUM) is committed to maintaining integrity and transparency in its business operations, especially regarding the engagement of vendors or contractors under common ownership or control. In line with that commitment, this is an internal conflict of interest and competitive pricing policy to address and mitigate potential conflicts of interest and ensure that our pricing practices are competitive and fair. This policy outlines the procedures and guidelines to ensure transparency and fairness in our dealings with customers.
2. The purpose of this policy is to govern disclosures of potential conflicts of interest that may arise within CONTINUUM and its portfolio companies when engaging Affiliated Brands that are part of CONTINUUM's corporate structure or under the direct or indirect control of CONTINUUM or its executives.

Article II – Definitions

1. **Affiliated Brands.** Any company that is under common ownership by CONTINUUM (intermittently phrased as affiliated companies, affiliated entities, or portfolio companies).
2. **Material Connection.** Any relationship between CONTINUUM and its portfolio companies or between CONTINUUM and external entities or individuals that could influence business decisions. This includes relationships that involve common ownership, financial interests, or family ties.
3. **Market-Based Pricing.** The pricing of services or goods that is consistent with the current market value as determined by regular analysis of what other businesses charge for similar services or goods within the same industry and geographic region.
4. **Competitive Bidding.** A procurement process where several vendors or contractors are invited to submit bids for the opportunity to fulfill a contract for services or goods. The process is initiated to ensure that CONTINUUM obtains the best possible price by fostering competition.
5. **Conflict of Interest.** A situation in which an individual or entity has competing interests or loyalties. A conflict of interest arises when individuals within CONTINUUM or its Affiliated Brands face a situation where personal and/or corporate interests, personal and/or corporate relationships, or financial gains could potentially conflict with fiduciary duties to the company or duties to its customers. This includes but is not expressly limited to scenarios where a CONTINUUM-owned property management company may choose to hire a maintenance or service company that is also under the umbrella of CONTINUUM-owned companies.
6. **Authorized Persons.** Individuals or a group within CONTINUUM or an Affiliated Brand who are given the power or authorized to make decisions on behalf of CONTINUUM or an Affiliated Brand. This typically includes officers, members of the board of directors, or any committee members vested with decision-making authority by CONTINUUM'S board or CEO.

7. **Formal Written Action.** A documented decision or policy change that is recorded in writing and requires approval or ratification by authorized persons within CONTINUUM.
8. **Officer or Executive.** A person holding a position of authority within CONTINUUM, such as a President, Vice President, Chief Executive Officer, Chief Financial Officer, Chief Investment Officer, Treasurer, Secretary or any other position designated as an officer of the company by the board of directors.

Article III - Disclosure and Transparency

1. CONTINUUM is dedicated to upholding transparency and fostering trust with our customers. As part of our commitment to this principle, CONTINUUM will provide notice of potential material connections with affiliated companies. This notice will not only be accessible through a disclosure on CONTINUUM's official website but may also be included in an annual notice to our customers. This annual notice can be enclosed with periodic invoicing, proposals, management reports, website updates, and/or management contracts ensuring that all customers are generally well-informed about the relationships between CONTINUUM and its affiliated entities. Through this dual approach, we aim to provide our customers with easy access to relevant information, thus enabling them to make informed decisions regarding our services.

Article IV – Scope

1. This policy applies to all transactions and arrangements entered into by CONTINUUM or its portfolio companies, particularly those involving vendors or contractors under common ownership or control with CONTINUUM or its executives.
2. This policy applies to all employees, officers, and directors of CONTINUUM, and its Affiliated Brands encompassing all transactions, especially those involving vendor selection and customer relations.
3. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest and competitive pricing.

Article V – Conflicts of Interest

1. **The Commitment.** To safeguard the integrity of CONTINUUM's operations and maintain the trust of our customers by preventing collusion, price fixing, and any actions that may mislead or confuse customers or misrepresent costs and services.
2. **Disclosure Policy.** In connection with any actual or possible conflict of interest, any CONTINUUM employee or agent should disclose verbally or in writing to an Authorized Person the existence of the potential conflict and, specifically, indicate whether the conflict:
 - a. amounts to misrepresentation, b. is likely to cause customer confusion, or c. affects a public interest.
3. **Further Actions:** In the event that a conflict of interest is either undisclosed or materially mismanaged, CONTINUUM will evaluate the applicability of corrective measures as outlined in the employee manual guidelines, which are to be followed in the ordinary course of business.

Article VI – Vendor Selection and Pricing

1. **Vendor Selection.** All vendor selection decisions will adhere to objective criteria, ensuring that the chosen vendors display standards of quality, offer value-based solutions, possess the necessary expertise, and align with the commercially reasonable needs of our customers. This approach applies equally to all vendors, including those with potential common ownership or affiliations with CONTINUUM or its subsidiaries. For vendors that share common ownership or are controlled by CONTINUUM, its affiliates, or employees, a thorough evaluation process will be enacted. This process mandates that such vendors present appropriate licensing (where applicable) and insurance coverage. Additionally, their selection will be contingent upon a demonstrated capacity to fulfill the requirements of the specific project or service, assessed without preferential treatment based on the existing relationship. We aim to eliminate unnecessary partiality in vendor relationships and to ensure that every decision is predicated upon merit and the value offered to our customers. Through this policy, CONTINUUM assures that all vendor engagements are conducted with professionalism and ethical consideration, reflecting our commitment to upholding the interests of our customers and stakeholders.
2. **Market Pricing.** CONTINUUM is committed to ensuring that pricing by CONTINUUM and its Affiliated Brands is aligned with the commercially reasonable range of market standards and reflects the current range of market dynamics. Regular market analysis will be a cornerstone of our pricing strategy to maintain transparency and fairness in our pricing. This ongoing process will ensure that our fees for services are consistently within a commercially reasonable range compared to prevailing market rates. Our focus on market analysis is central to our commitment to providing fair and competitive pricing to our customers.
3. **Competitive Bidding.** Competitive bidding processes may be utilized at the sole discretion of CONTINUUM and its Affiliated Brands, which may include careful assessments of project scopes, taking into account factors like the scale of the project or its strategic value, available customer bidding policies, when such a process is considered essential to be considered to provide services or products. This process reinforces our commitment to accountability and transparency in our pricing strategies.

Article VII – Enforcement

1. In the event that a conflict of interest is identified per Article II Section 5 of this policy, an officer or executive of the Affiliated Brand may draft a detailed written explanation of the deviation to the customer. This document may articulate the nature of the transaction, explain the reasons for the deviation, and provide a brief summary of the contemplated transaction arrangement for the customer's review and ratification; provided that, such a summary may be in the form of an invoice, email, or purchase order form.

Article VIII - Policy Review and Update

1. This policy is dynamic and will be reviewed periodically at the sole discretion of CONTINUUM to reflect changes in business practices, legal requirements, or market conditions. Any amendments to the policy will be communicated promptly to all relevant parties.

Article IX - Policy Implementation

1. CONTINUUM will ensure that all applicable employees and affiliates are trained on this policy and understand the importance of its provisions. Those designated as Authorized Persons will oversee the implementation of this policy.