

DEVELOPMENT SERVICES AGREEMENT

THIS DEVELOPMENT SERVICES AGREEMENT (this “**Agreement**”) is executed as of the 1st day of May, 2025, by and between BLUE RIDGE FAMILY I LP, a Georgia limited partnership (the “**Partnership**”), and PRESTWICK DEVELOPMENT COMPANY, LLC a Georgia limited liability company (the “**Developer**”).

Recitals

1. The Partnership was formed to acquire, construct, rehabilitate, develop, improve, maintain, own, operate, lease, dispose of and otherwise deal with a rental housing project located in Lancaster, South Carolina, to be known as “Blue Ridge” (the “**Project**”).

2. The Project, following the completion of construction, is expected to constitute a “qualified low-income housing project” (as defined in Section 42(g)(1) of the Internal Revenue Code of 1986, as amended (the “**Code**”).

3. The Developer has agreed to provide certain services with respect to the acquisition, development and rehabilitation of the Project.

4. The parties now desire to memorialize the terms of their agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Defined Terms

“**Completion of Construction**” means the date upon which the construction of the Project shall have been completed, as evidenced by the issuance by each governmental agency having jurisdiction of certificates of occupancy (or local equivalents) with respect to all dwelling units in the Project.

“**Eligible Basis Costs**” means costs which are determined by the accountants for the Partnership to be includable in “eligible basis” within the meaning of Section 42(d) of the Code.

“**State**” means the State of South Carolina.

“**Tax Credits**” means the low-income housing tax credits provided for under Section 42(b)(2)(B)(i) of the Code.

Section 2. Appointment and Obligations of the Developer

The Partnership hereby affirms the appointment of the Developer to render services for the Partnership, and confirms and ratifies the appointment of the Developer with respect to

services rendered for the Partnership to date, in supervising and overseeing the development of the Project as herein contemplated.

(a) The Developer shall supervise and be responsible for the development and construction of the Project, and shall perform the services and carry out the responsibilities with respect to the Project as are reasonably within the general scope of such development and construction and such other responsibilities as are designated from time to time by the general partner of the Partnership (the “**General Partner**”) that are not otherwise inconsistent with the terms hereof.

(b) The Developer’s services shall be performed in the name and on behalf of the Partnership and shall consist of the duties set forth in the following subparagraphs of this Section 2(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of any duty of the Developer set forth in this Agreement is beyond the reasonable control of the Developer, the Developer shall nonetheless be obligated to (1) use its best efforts to perform such duty and (2) promptly notify the Partnership that the performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

- (A) Select the architect (the “**Architect**”), coordinate the preparation of the plans and specifications (the “**Plans and Specifications**”) and recommend alternative solutions whenever design details affect construction feasibility or schedules;
- (B) Ensure that the Plans and Specifications are in compliance with all applicable codes, laws, ordinances, rules and regulations;
- (C) Negotiate and cause to be executed, in the name and on behalf of the Partnership, agreements for architectural, engineering, testing or consulting services for the Project, and any agreements for the construction of any improvements or tenant improvements to be constructed or installed by the Partnership or the furnishing of any supplies, materials, machinery or equipment therefor, or any amendments thereof, provided that no agreement shall be executed nor a binding commitment made until the terms and conditions thereof and the party with whom the agreement is to be made shall have been approved by the Partnership;
- (D) Assist the Partnership in dealing with neighborhood groups, local organizations, abutters and other parties interested in the development of the Project;
- (E) Assist the Partnership in identifying sources of construction financing for the Project and negotiate the terms of such financing with lenders;
- (F) Establish and implement appropriate administrative and financial controls for the design and construction of the Project, including but not limited to:

- (1) coordination and administration of the Architect, the general contractor and other contractors, professionals and consultants employed in connection with the design of the Project;
 - (2) administration of any construction contracts on behalf of the Partnership;
 - (3) participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;
 - (4) the rendering of advice and recommendations as to the selection procedures for, and selection of, subcontractors and suppliers;
 - (5) the review and submission to the Partnership for approval of all requests for payments under any architectural agreement, general contractor's agreement, or any construction loan agreements with any lending institutions providing funds for the benefit of the Partnership for the design or construction of any improvements;
 - (6) the submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Project;
 - (7) furnishing such consultation and advice relating to the construction and development of the Project as may be reasonably requested from time to time by the Partnership;
 - (8) keeping the Partnership fully informed on a regular basis of the progress of the design and construction of the Project, including the preparation of such reports as are provided for herein or any reports which may be reasonably requested by the Partnership;
 - (9) giving or making the Partnership's instructions, requirements, approvals and payments provided for in the agreements with the Architect, general contractor, and other contractors, professionals and consultants retained for the Project; and
 - (10) at the Partnership's expense, filing on behalf of, and as the attorney-in-fact for, the Partnership, any notices of completion required or permitted to be filed upon the completion of any improvement(s) and taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of dwelling units and other space in the Project.
- (G) Inspect the progress of the course of construction of the Project, including verification of the materials and labor being furnished to and on such

construction so as to be fully competent to approve or disapprove requests for payments made by the Architect and the general contractor, or by any other parties with respect to the design and construction of the Project, and, in addition, to verify that the construction is being carried out substantially in accordance with the Plans and Specifications approved by the Partnership or, in the event that the same is not being so carried out, to promptly so notify the Partnership;

- (H) If requested to do so by the Partnership, perform on behalf of the Partnership all obligations of the Partnership with respect to the design and construction of the Project contained in any construction loan agreement or security agreement entered into in connection with any financing for the Project, or in any lease or rental agreement relating to space in the Project, or in any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction, provided that copies of such agreements have been provided by the Partnership to the Developer or the Partnership has otherwise notified the Developer in writing of such obligations;
- (I) To the extent requested to do so by the Partnership, prepare and distribute to the Partnership a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as required by the Partnership, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of funds from any loans arranged by the Partnership to cover the cost of design and construction of the Project;
- (J) Assist the Partnership in obtaining and maintaining insurance coverage for the Project, the Partnership and its employees during the development phase of the Project, in accordance with an insurance schedule approved by the Partnership, which insurance shall include general public liability insurance covering claims for personal injury, including, but not limited to, bodily injury or property damage occurring in or upon the Property or the streets, passageways, curbs and vaults adjoining the Property. Such insurance shall be in a liability amount approved by the Partnership;
- (K) Prepare, accumulate and furnish to the General Partner and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will make application for appropriate exclusions from the capital costs of the Projects for purposes of real property ad valorem taxes;
- (L) Coordinate and administer the design and construction of all interior tenant improvements to the extent required under any leases or other

occupancy agreements to be constructed or furnished by the Partnership with respect to the initial leasing of space in the Project, whether involving building standard or non-building standard work;

- (M) Use its best efforts to accomplish the timely completion of construction of the Project in accordance with the Plans and Specifications and the time schedules for such completion approved by the Partnership, as amended from time to time;
- (N) At the direction of the Partnership, implement any decisions of the Partnership made in connection with the design, development and construction of the Project or any policies and procedures relating thereto, exclusive of leasing activities;
- (O) Provide advice and other services to the Partnership regarding the imposition of impact fees by any federal, state or local governmental authority concerning the development and construction of the Project; and
- (P) Perform and administer any and all other services and responsibilities of the Developer which are set forth in any other provisions of this Agreement or which are requested to be performed by the Partnership and are within the general scope of the services described herein.

Section 3. Limitations and Restrictions

Notwithstanding any provisions of this Agreement, the Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligation with respect to any of the following matters unless and until the same has been approved by the General Partner:

(a) Approval of all construction and architectural contracts and all architectural plans, specifications and drawings prior to the construction and/or alteration of any improvements contemplated thereby, except for such matters as may be expressly delegated in writing to the Developer by the General Partner;

(b) Any proposed change in the work of the construction of the Project, or in the Plans and Specifications therefor as previously approved by the General Partner, or in the cost thereof, or any change which would affect the design, cost, value or quality of the Project, except for such matters as may be expressly delegated in writing to the Developer by the General Partner; or

(c) Expending an amount greater than the amount which the Developer in good faith believes to be the fair and reasonable market value at the time and place of contracting for any goods purchased or leased or services engaged on behalf of the Partnership or otherwise in connection with the Project.

Section 4. Expenses; Reimbursement

Except as otherwise provided for in this Agreement, the Developer shall be responsible for all of its expenses incurred in connection with the performance of its services under this Agreement, including, without limitation, the following:

- (a) all wages, salaries and other compensation paid to the Developer's employees, including, without limitation, unemployment insurance, social security, workers' compensation and disability benefits; and
- (b) the Developer's general overhead and administrative expenses.

To the extent that Developer advances funds on behalf of and approved by the Partnership to pay third parties for services or materials required for design, construction and development of the Project, all such advances shall be reimbursed by the Partnership within thirty (30) days following its receipt of an invoice from Developer requesting reimbursement together with satisfactory documentation relating to the advance.

Section 5. Accounts and Records

(a) The Developer, on behalf of the Partnership, shall keep such books of account and other records as may be required and approved by the General Partner, including, but not limited to, records relating to the costs for which construction advances have been requested and/or received. The Developer shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by the General Partner, covering all collections, if any, disbursements and other data in connection with the Project prior to Completion of Construction. All accounts and records relating to the Project, including all correspondence, shall be surrendered to the Partnership upon demand without charge therefor.

(b) All books and records prepared or maintained by the Developer shall be kept and maintained at all times at the place or places approved by the General Partner and shall be available for and subject to audit, inspection and copying by the management agent for the Project, the General Partner or any representative or auditor therefor or supervisory or regulatory authority, at the times and in the manner set forth in the limited partnership agreement of the Partnership, as amended and/or amended and restated from time to time (the "**Partnership Agreement**").

Section 6. Accrual of Development Fee

(a) For the collective development and project overhead services rendered to the Partnership, an aggregate development fee of One Million Five Hundred Thirty Thousand and No/100 Dollars (\$1,530,000.00) (the "**Development Fee**"), or such greater amount as is permitted under the 2025 South Carolina Qualified Allocation Plan, shall be payable to Developer.

(b) The Development Fee shall be earned by the Developer as follows:

- (i) Twenty percent (20%) of the Development Fee shall be earned upon the earlier of (1) closing of the construction financing for the Project, or (2) December 31, 2026; and
- (ii) The remainder of the Development Fee shall be earned proportionately as services are performed but shall in all events be fully-earned upon Completion of Construction.

Section 7. Payment of Development Fee

The Development Fee shall be paid to the Developer as nearly as reasonable to the date earned, utilizing the proceeds of the installments of equity capital payable under the Partnership Agreement, Partnership cash flow and sale or refinancing proceeds, and any other sources available to the Partnership. In no event shall any portion of the Development Fee be paid later than December 31 of the year which is fifteen (15) years after Completion of Construction, at which date the Developer shall have the right to receive payment from the Partnership. Any portion of the Development Fee paid following the Completion of Construction shall bear interest at a rate at least equal to the Applicable Federal Rate published by the U.S. Treasury. Notwithstanding the foregoing, neither the amount of, nor the payment terms of, the Development Fee shall be made in violation of the provisions of the Partnership Agreement or in violation of the 2025 Qualified Allocation Plan of the South Carolina State Housing Finance and Development Authority or other applicable rules or policies of the South Carolina State Housing Finance and Development Authority.

Section 8. Applicable Law

This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the State.

Section 9. Binding Agreement

This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns and supersedes any prior agreement for the development of the Project between the parties.

Section 10. Assignment

The Developer may, in its discretion, enter into agreements with third parties with respect to the performance of the services to be provided by the Developer hereunder so long as Developer remains primarily liable for the performance of such services. Neither such agreement, nor any permitted assignment hereunder, shall relieve Developer of any of its obligations hereunder or under applicable law. No other assignment of this Agreement or assignment or pledge of the Development Fee shall be permitted hereunder.

Section 11. Headings

All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

Section 12. Terminology

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 13. Benefit of Agreement

The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the Partnership and its partners and shall not inure to the benefit of any creditor of the Partnership other than a partner, notwithstanding any pledge or assignment by the Partnership of this Agreement or any rights hereunder.

Section 14. Notices

Any notice, report, demand, request, approval or other communication required, permitted or desired under this Agreement shall be in writing and (a) hand delivered; (b) deposited in the United States registered or certified mail, return receipt requested, postage prepaid; (c) deposited with Federal Express or similar overnight delivery service; or (d) transmitted by telecopier or other facsimile transmission, answer back requested, at the following addresses (or such other addressed designated by proper notice), and shall be deemed delivered when received or refused:

Partnership: 3715 Northside Parkway NW, Bldg. 200, Ste. 175
Atlanta, Georgia 30327

Developer: 3715 Northside Parkway NW, Bldg. 200, Ste. 175
Atlanta, Georgia 30327

Section 15. Excluded Services of the Developer

The parties expressly understand and agree that Developer's services shall not include (a) providing legal, tax or any other advice or other services to the Partnership regarding (i) the formation of the Partnership, (ii) acquisition of an interest in the Partnership by the investor limited partner of the Partnership, any general partner or manager of Partnership or any other person, (iii) the acquisition of the land upon which the Project will be located or the Tax Credits, or (iv) negotiation of the Partnership Agreement or any other agreements concerning the Partnership or the Project that are not directly associated with the development and construction of the Project pursuant to the Plans and Specifications; (b) negotiating or administering on behalf of the Partnership a permanent (as opposed to a construction) loan agreement; (c) causing the Project to comply with any land use and zoning laws, rules or regulations, city ordinances, including health and fire safety regulations, or any other requirement of law or governmental authorities applicable to construction or development of the Project; or (d) providing any other

services with respect to the Project or the Partnership which the Developer reasonably determines are not Eligible Basis Costs for federal income tax purposes.

Section 16. Termination of Obligations

The obligations of the Developer under this Agreement shall terminate no later than the issuance of final certificates of occupancy for the Project.

Section 17. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 18. No Continuing Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance of this Agreement shall be construed as a consent or waiver to or of any subsequent breach or default in the performance by such other party of the same or any other obligations hereunder.

Section 19. Counterparts

This Agreement may be executed in counterparts and all such counterparts shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the same counterpart. The exchange of signature pages by facsimile or Portable Document Format (PDF) transmission, or signature software (e.g. Docusign) shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date first written above.

PARTNERSHIP:

BLUE RIDGE FAMILY I, LP
a Georgia limited partnership

By: Blue Ridge Family I GP, LLC
a Georgia limited liability company
Its: General Partner

By: Prestwick Blue Ridge Family I GP, LLC
a Georgia limited liability company
Its: Manager

By: Signed by:
Wiley A. Tucker, III
055ACB2101F24C9...
Name: Wiley A. Tucker, III
Its: Co-Manager

DEVELOPER:

**PRESTWICK DEVELOPMENT
COMPANY, LLC,**
a Georgia limited liability company

By: Signed by:
Wiley A. Tucker, III
055ACB2101F24C9...
Name: Wiley A. Tucker, III
Its: Manager

**LIMITED PARTNERSHIP AGREEMENT
OF
BLUE RIDGE FAMILY I, LP**

THIS LIMITED PARTNERSHIP AGREEMENT OF BLUE RIDGE FAMILY I, LP (this “**Agreement**”) is made effective as of this 10th day of February, 2025, by and between Blue Ridge Family I GP, LLC, a Georgia limited liability company (the “**General Partner**”), and Wiley A. Tucker, III, an individual resident of the State of Georgia (the “**Limited Partner**”) (the General Partner and the Limited Partner are referred to herein collectively as the “**Partners**” and individually as a “**Partner**”).

WHEREAS, Blue Ridge Family I, LP (the “**Partnership**”) was formed effective as of the 10th day of February, 2025 (the “**Formation Date**”) pursuant to the Georgia Revised Uniform Limited Partnership Act, Ga. Code § 14-9-1 et. seq. (the “**Act**”) by filing a certificate of limited partnership dated as of February 10th, 2025 (the “**Certificate**”) with the Office of the Secretary of State of the State of Georgia (the “**Secretary of State**”);

WHEREAS, on or around the Formation Date, the Partners entered into an oral agreement regarding their respective rights, duties, and responsibilities with respect to the Partnership; and

WHEREAS, the Partners now desire to confirm their oral agreement and memorialize their respective rights, duties, and responsibilities with respect to the Partnership as set forth herein.

NOW, THEREFORE, in consideration of \$10.00, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners do hereby agree as follows:

1. Name and Principal Office. The name of the Partnership shall be “Blue Ridge Family I, LP”. The principal office of the Partnership shall be at 3715 Northside Parkway, NW, 200 Northcreek, Suite 175, Atlanta, Georgia 30327.
2. Purposes. The purpose of the Partnership shall be to (a) develop, construct, own, operate, manage, and sell, or otherwise dispose of, a multi-family housing development located in Smyrna, Georgia (the “**Project**”), of which certain units are intended to qualify for Federal low-income housing tax credits (“**Credits**”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “**Code**”); and (b) do any and all other acts or things which may be incidental or necessary to carry on the business of the Partnership as herein contemplated and as may be lawful.
3. Term of the Partnership. The term of the Partnership commenced upon the filing of the Certificate with the Secretary of State and shall continue until the earlier of the following (each a “**Liquidating Event**”): (a) the agreement of the Partners to terminate the Partnership; (b) the sale of substantially all of the assets of the Partnership; or (c) the happening of any other event that makes it unlawful or impossible to carry on the business of the Partnership.

Upon the occurrence of any Liquidating Event, the Partnership shall be dissolved, wound up, and terminated as provided in Section 8 hereof.

4. Names; Percentage Interests.

(a) The names and percentage interests ("**Percentage Interests**") of the Partners in relation to the Partnership are as follows:

<u>Name and Address</u>	<u>Percentage Interest</u>
Wiley A. Tucker, III 3715 Northside Parkway, NW 200 Northcreek, Suite 175 Atlanta, Georgia 30327	0.01%
Blue Ridge Family I GP, LLC 3715 Northside Parkway, NW 200 Northcreek, Suite 175 Atlanta, Georgia 30327	99.99%

(b) No additional capital contributions shall be required to be made by any Partner. Except as otherwise expressly provided herein: (i) no Partner shall be entitled to withdraw any part of any contribution or to receive any distribution or make any contribution; (ii) no Partner shall have the right to receive property other than cash; (iii) no Partner shall be entitled to receive any interest on such Partner's contributions; (iv) no Partner shall have priority over any other Partner either as to the return of contributions or as to any allocations or distributions; and (v) there has been no time agreed upon when any Partner's contribution is to be returned.

5. Management.

(a) Management by the General Partner. Subject to the terms and provisions of this Agreement, the General Partner shall have full and exclusive authority to manage, control, and make all decisions affecting the business and affairs of the Partnership. The General Partner shall devote such time and attention to the Partnership's business as it deems, in its sole and absolute discretion, necessary or appropriate for the proper performance of its duties hereunder.

(b) Role of Limited Partner. Except as otherwise expressly provided herein, the Limited Partner shall have no right or power to take part in the management or control of the Partnership or its business and affairs or to act for or bind the Partnership in any way.

(c) Indemnification of Partners. The Partners shall be entitled to indemnification from the Partnership for any act performed by them within the scope of the authority conferred upon them by this Agreement; provided, however, that they will receive no such indemnity for their own acts of willful misconduct, malfeasance, gross negligence, or intentional misrepresentation.

(d) Liability of Partners. The Partners shall not be liable, responsible, or accountable in damages or otherwise to the Partnership for any act performed by them within the scope of the authority conferred upon them by this Agreement; provided, however, that such immunity from liability will not extend to their own acts of willful misconduct, malfeasance, gross negligence, or intentional misrepresentation.

(e) Other Investment Opportunities. No Partner shall be obligated to offer to the Partnership any particular potential investment or to take any particular action with respect to any existing investment of the Partnership, and the General Partner shall be entitled to take whatever actions it deems appropriate in the conduct of the Partnership's business and affairs. The Partners shall be entitled to deal with themselves or one another in the conduct of the Partnership's business and affairs without prohibition or restriction.

6. Allocations and Distributions. Subject to Section 8 hereof, Partnership distributions shall be made at such times and in such amounts as the Partners determine. All Partnership distributions and allocations shall be made to the Partners in accordance with their respective Percentage Interests.

7. Withdrawal; Transfers; Additional Partners.

(a) Transfer Defined. As used in this Agreement, "**Transfer**" means, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate, or otherwise dispose of.

(b) Withdrawal. Except as otherwise expressly permitted or required by this Agreement, no Partner may withdraw from the Partnership prior to the dissolution and winding up of the Partnership in accordance with Section 8 hereof.

(c) General Restrictions on Transfer of Partner's Interest. Each of the Partners hereby covenants and agrees that it will not Transfer all or any part of its Percentage Interest in the Partnership to any person, except as may be permitted under this Section 7. Each Partner hereby acknowledges the reasonableness of the restrictions on Transfer imposed by this Agreement in view of the Partnership's purpose, the relationship of the Partners and the inadequacy of any remedy which might be available at law to redress a violation of such restrictions. Accordingly, the restrictions on Transfer contained herein shall be specifically enforceable. Each Partner further agrees to hold the Partnership and each other Partner wholly and completely harmless from any cost, liability, or damage (including, without limitation, costs of enforcing any such indemnity) incurred by any of such indemnified persons as a result of a Transfer or attempted Transfer by such Partner in violation of this Agreement.

(d) Permitted Transfers of Interests. A Partner may at any time Transfer all (or any portion) of its Percentage Interest in the Partnership in such manner as may be agreed to by the General Partner in its sole and absolute discretion.

(e) Prohibited Transfers. Any purported Transfer of all or any portion of any Partner's Percentage Interest that is not permitted pursuant to Section 7(d) above shall be null and void and of no effect whatsoever.

(f) Additional Partners. Additional Partners shall be admitted to the Partnership at such times and on such terms and conditions as may be specified by the General Partner.

8. Dissolution; Winding Up; and Termination of the Partnership.

(a) The Partnership shall dissolve and commence winding up and liquidating upon the occurrence of a Liquidating Event. The Partners hereby agree that, notwithstanding any provision of the Act to the contrary, the Partnership shall not dissolve prior to the occurrence of a Liquidating Event.

(b) Upon the occurrence of a Liquidating Event, the Partnership shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of creditors and Partners, and no Partner shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Partnership's business and affairs. The General Partner shall be responsible for overseeing the winding up and dissolution of the Partnership and shall, notwithstanding anything to the contrary in the Act, cause the Partnership's assets to be applied and distributed in the following order:

(i) First, to the payment and discharge of all of the Partnership's debts and liabilities; and

(ii) The remaining assets, if any, to the Partners in accordance with Section 6 hereof; provided, however, that no distribution pursuant to Section 6 hereof, as governed by this Section 8(b)(ii), shall be made that creates or increases a negative Capital Account balance for any Partner, determined as follows: distributions first shall be determined tentatively pursuant to Section 6 hereof without regard to the Partners' Capital Accounts, and then the allocation provisions of Section 6 hereof shall be applied tentatively as if such tentative distributions had been made. The actual distribution to such Partner pursuant to Section 6 hereof, as governed by this Section 8(b)(ii), shall be equal to (a) in the case of a Partner that has no negative Capital Account balance after such tentative distributions and allocations have been made, the tentative distribution to such Partner; and (b) in the case of a Partner that has a negative Capital Account balance after such tentative distributions and allocations are made, the tentative distribution to such Partner less the amount of the negative balance. A "**Capital Account**" for each Partner shall be maintained in accordance with the requirements of Section 1.704-1(b)(2)(iv) of the Regulations promulgated under the Code and shall be interpreted and applied in a manner consistent therewith.

(c) The General Partner shall not be required to liquidate any assets of the Partnership if it determines that such liquidation is not in the best interests of the Partners and shall instead distribute such assets in kind upon the dissolution of the Partnership.

No Partner shall receive any additional compensation for any services performed pursuant to this Section 8.

9. Amendment; Amendment and Restatement Contemplated. This Agreement may not be modified or amended except by the written consent of all of the Partners. The Partners anticipate that this Agreement will be amended and restated in its entirety effective on or prior to the closing of third-party financing of the Project. The Partners agree that they will negotiate in good faith such amendment and restatement of this Agreement.

10. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

11. Headings. The headings of the sections of this Agreement are inserted solely for convenience and are not to be given controlling effect or used as an aid in the construction of any provision hereof.

12. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

13. Binding on Successors and Assigns. Except as otherwise specifically provided herein, this Agreement shall be binding upon and inure to the benefit of the executors, administrators, successors, assigns, and personal representatives of the respective Partners.

14. No Waiver. The waiver of any breach of any term, covenant, or condition of this Agreement by any of the parties hereto shall not constitute a continuing waiver or waiver of any subsequent breach, either of the same or of any other additional or different term, covenant, or condition of this Agreement.

15. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any such provision is invalid or prohibited under said applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any of the creditors of the Partnership or of any of the Partners.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on May 16th, 2025 effective as of the day and year first above written.

GENERAL PARTNER:

BLUE RIDGE FAMILY I GP, LLC
a Georgia limited liability company

By: Prestwick Blue Ridge Family I GP, LLC, a
Georgia limited liability company
Its: Manager

By: Signed by:
Wiley A. Tucker, III
B55ACB2181F24C9...
Wiley A. Tucker, III
Its: Co-Manager

LIMITED PARTNER:

Signed by:
Wiley A. Tucker, III
B55ACB2181F24C9...
WILEY A. TUCKER, III

**OPERATING AGREEMENT
OF
BLUE RIDGE FAMILY I GP, LLC**

THIS OPERATING AGREEMENT OF BLUE RIDGE FAMILY I GP, LLC (this “Agreement”) is made effective as of the 10th day of February, 2025 (the “Effective Date”) by and among the undersigned.

WITNESSETH:

WHEREAS, Blue Ridge Family I GP, LLC (the “Company”) was formed effective as of the 10th day of February, 2025 (the “Formation Date”) by the filing of Articles of Organization with the Secretary of State of the State of Georgia (the “Secretary of State”);

WHEREAS, on or around the Formation Date, Prestwick Blue Ridge Family I GP, LLC, a Georgia limited liability company (“Prestwick Blue Ridge I”) and Sarah K. Niemann entered into an oral agreement regarding their respective rights, duties and responsibilities with respect to the Company; and

WHEREAS, the undersigned Members now desire to confirm their oral agreement and memorialize their respective rights, duties and responsibilities with respect to the Company as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE GEORGIA UNIFORM SECURITIES ACT OF 2008, AS AMENDED, IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION SET FORTH IN SECTION 10-5-11(14) OF SUCH ACT. IN ADDITION, THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1933 PROVIDED BY SECTION 4(2) THEREOF, NOR HAVE THEY BEEN REGISTERED WITH THE SECURITIES COMMISSION OF CERTAIN STATES IN RELIANCE UPON CERTAIN EXEMPTIONS FROM REGISTRATION. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED, EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN A TRANSACTION WHICH IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

ARTICLE I **DEFINITIONS**

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act.” The Georgia Limited Liability Company Act at O.C.G.A. Section 14-11-100, et seq., as amended from time to time (or any corresponding provision of succeeding law).

“Adjusted Capital Account.” With respect to any Member, the balance of such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) increase (credit) such Capital Account for any amounts that such Member is deemed to be obligated to restore pursuant to the penultimate sentence of Sections 1.704-2(g)(1) and -2(i)(5) of the Regulations; and

(ii) decrease (debit) such Capital Account for the items described in Section 1.704-1(b)(2)(ii)(d)(4) through (6) of the Regulations.

The provisions of this definition are intended to comply with the requirements of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be applied in a manner consistent therewith.

“Adjustment Year.” The Company taxable year in which (i) in the case of an adjustment pursuant to the decision of a court in a proceeding brought under Code Section 6234, such decision becomes final, (ii) in the case of an Administrative Adjustment Request, such Administrative Adjustment Request is made, or (iii) in any other case, a notice of final Partnership Adjustment is mailed under Code Section 6231 or, if the Company waives the restrictions under Code Section 6232(b) (regarding limitations on assessment), the date the waiver is executed by the Service.

“Adjustment Year Member.” Any Person who held an interest in the Company at any time during an Adjustment Year.

“Administrative Adjustment Request.” An administrative adjustment request under Code Section 6227.

“Agreement.” As defined in the initial paragraph hereof.

“Articles of Organization.” The Articles of Organization of the Company as filed with the Secretary of State, as the same may be amended from time to time.

“Book Value.” With respect to any property, the property's adjusted basis for federal income tax purposes, except as follows:

(i) the initial Book Value of any property contributed by a Member to the Company shall be the gross fair market value of such property, as determined by the contributing Member and the Manager;

(ii) The Book Values of all Company property shall be adjusted to equal their respective gross fair market values (taking Section 7701(g) of the Code into account), as determined by the Manager, as of the following times: (A) the acquisition of an additional Membership Interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for a Membership Interest; and (C) the “liquidation” of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations other than a liquidation described in Section 708(b)(1)(B) of the Code; provided, however, that adjustments pursuant to clauses (A) and (B) shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Book Value of any Company property distributed to any Member shall be adjusted to equal the gross fair market value of such property on the date of distribution, as determined by the distributee and the Manager;

(iv) The Book Values of all Company property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such property pursuant to Sections 732(d), 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations; provided, however, that Book Values shall not be adjusted pursuant to this clause (iv) to the extent the Manager determines that an adjustment pursuant to clause (ii) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (iv).

If the Book Value of any property has been determined or adjusted pursuant to clauses (i), (ii) or (iv) of this definition, such Book Value shall thereafter be adjusted in accordance with Section 8.5.1 hereof.

“Capital Account.” With respect to each Member, an account maintained on the books and records of the Company which is:

(i) increased (credited) for (A) the amount of any Capital Contribution made by the Member, (B) Net Profits allocated to such Member pursuant to Section 8.3 hereof, (C) and items of income or gain allocated to such Member pursuant to Section 8.4 hereof; and

(ii) decreased (debited) for (A) the amount of money distributed to such Member by the Company (exclusive of any amount paid to such Member and treated as a guaranteed payment within the meaning of Section 707(c) of the Code), (B) the Book Value of any property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the

Code), (C) Net Losses allocated to such Member pursuant to Section 8.3 hereof, and (D) any items of loss or deduction allocated to such Member pursuant to Section 8.4 hereof.

After reflecting the Member's Initial Capital Contributions therein, the Members' respective initial Capital Account balances are as set forth on Exhibit "A" attached hereto. The provisions hereof governing the maintenance of Capital Accounts are intended to satisfy the requirements of Section 1.704-1(b)(2)(iv) of the Regulations and shall be interpreted and applied in a manner consistent therewith.

"Capital Contribution." Any contribution made by a Member to the capital of the Company, whether in the form of cash or property, and whether made contemporaneously with the execution of this Agreement or at any time thereafter. The value of any Capital Contribution shall be the amount of cash and the Book Value of any property other than cash, contributed by the Member to the Company (reduced for any liabilities encumbering the property or which are assumed by the Company in connection with such contribution), as determined by the Manager and the contributing Member.

"Code." The Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"Company." As defined in the recitals hereof.

"Default Rule." A rule or provision in the Act which (i) structures, defines, or regulates the finances, governance, operations or other aspects of a limited liability company organized under the Act; and (ii) applies except to the extent it is negated or modified through the provisions of a limited liability company's articles of organization or operating agreement. By way of example and not limitation, Default Rules include (A) the provisions of Section 14-11-307 of the Act, concerning conflicting interest transactions; (B) the provisions of Section 14-11-308 of the Act, concerning approval rights of Members; (C) the provisions of Section 14-11-407(a)(2) of the Act, concerning certain limitations on distributions where there are preferential rights to distributions upon liquidation; (D) the provisions of Section 14-11-1002 of the Act, concerning dissenters' rights; and (E) the provisions of Section 14-11-903(a) of the Act, concerning the consent of Members to merge the Company with another entity.

"Depreciation." For each fiscal year or other period, an amount equal to the federal income tax depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period is zero, Depreciation shall be determined with reference to such beginning Book Value using any reasonable method selected by the Manager.

"Designated Individual." As defined in Section 13.2.2 hereof.

“Effective Fiscal Year.” As defined in Section 6.8.3 hereof.

“Entity.” Any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

“Fiscal Year.” Except as otherwise provided in this definition, the twelve (12) month period commencing on January 1 of each calendar year and ending on December 31 of each calendar year, with the first Fiscal Year of the Company ending on December 31, 2023 and the last Fiscal Year being the period beginning on January 1 of the year in which the final liquidation and termination of the Company is completed and ending on the date such final liquidation and termination is completed. To the extent any computation or other provision hereof provides for an action to be taken on the basis of a Fiscal Year, an appropriate proration or other adjustment shall be made in respect of the initial and final Fiscal Years to reflect that such periods are less than twelve (12) month periods.

“GP Designated Amount.” As defined in Section 6.8.2 hereof.

“Imputed Underpayment.” Has the meaning set forth in Section 6225 of the Code.

“Indemnified Person.” As defined in Section 10.1.1 hereof.

“Indirect Member.” Any Person who has an interest in the Company through its interest in one or more Pass-Through Entities that hold a direct or indirect interest in the Company.

“Majority Interest.” Members who own, in the aggregate, more than fifty percent (50%) of the total Percentage Interests owned by all Members.

“Manager.” A Person designated as a manager pursuant to this Agreement. As of the Effective Date, Prestwick Blue Ridge I is hereby designated as the Manager.

“Maximum DRO Amount.” As defined in Section 6.8.3 hereof.

“Member.” Each Person who executes a counterpart of this Agreement as a Member and each Person who may hereafter become a Member in accordance with this Agreement. To the extent a Manager acquires a Membership Interest, it will have all the rights of a Member with respect to such Membership Interest. The term “Member” as used herein shall include a Manager to the extent it has purchased such Membership Interest.

“Member Action.” As defined in Section 6.2 hereof.

“Member Nonrecourse Deduction.” With respect to the Company, a “partner nonrecourse deduction” within the meaning of Section 1.704-2(i) of the Regulations.

“Membership Interest.” A Member’s entire interest in the Company, including such Member’s right to receive allocations and distributions pursuant to this Agreement and the right to participate in the management of the business and affairs of the Company in accordance with this Agreement, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement.

“Net Profits” or “Net Losses.” For each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition shall be added to such taxable income or loss;

(ii) any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as such pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(iii) if the Book Value of Company property is revalued pursuant to clauses (ii), (iii) or (iv) of the definition herein of Book Value and such revaluation is not also subject to Section 8.4.4 hereof, then the net increase or net decrease in the Book Value of all Company property resulting therefrom shall be added to (with respect to a net increase) or subtracted from (with respect to a net decrease) such taxable income;

(iv) if any Company property has a Book Value which differs from the property’s adjusted basis for federal income tax purposes, including any adjustment under clause (iii) of the definition herein of Book Value, then Net Profits and Net Losses shall be determined by taking into account such adjustment as gain or loss from the disposition of such property; and

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period;

(vi) any item of Company income, gain, loss or deduction that is allocated to the Members under Section 8.4 hereof shall not be taken into account in computing Net Profits and Net Losses.

“Nonrecourse Deduction.” With respect to the Company, a “nonrecourse deduction” within the meaning of Sections 1.704-2(b)(1) and 1.704-2(c) of the Regulations.

“Notices.” As defined in Section 14.12 hereof.

“Partnership Adjustment.” Any adjustment to any Company partnership related items as

described in Code Section 6241(2) or any Member's distributive share thereof or as described in any applicable Regulations or other guidance prescribed by the Service.

"Partnership Audit Rules." Subchapter 63C of the Code (as amended by the Bipartisan Budget Act of 2015, P.L. 114-74 and the Protecting Americans from Tax Hikes Act of 2015, P.L. 114-113), and the Regulations promulgated thereunder, as amended from time to time.

"Partnership Representative." As defined in Section 13.2.2 hereof.

"Party." A Person who was, is, or is threatened to be made a named defendant or respondent in a Proceeding.

"Pass-Through Entity." A pass-through entity that holds an interest in the Partnership, including a partnership (as described in Treas. Reg. § 301.7701-2(c)(1), a foreign entity that is classified as a partnership under Treas. Reg. § 301.7701-3(b)(2)(i)(A) or (c), an S corporation, a trust (other than a trust described in the next sentence) and a decedent's estate. For purposes of this definition, a pass-through entity does not include a disregarded entity described in Treas. Reg. § 301.7701-2(c)(2)(i) or a trust that is wholly owned by only one Person, whether the grantor or another Person, and the trust reports the owner's information to payors under Treas. Reg. § 1.671-4(b)(2)(i)(A).

"Percentage Interest." With respect to each Member and for the purposes specified herein, the number expressed as a percentage set forth in Article IV hereof.

"Permitted Transfer." As defined in Section 9.2.2 hereof.

"Permitted Transferee." As defined in Section 9.2.2 hereof.

"Person." Any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

"Postal Service." As defined in Section 14.12 hereof.

"Prestwick Designated Amount." As defined in Section 6.8.3 hereof."

"Prime Rate" "means the "prime rate" as published in The Wall Street Journal (Eastern Edition) under its "Money Rates" column and specified as "[t]he base rate on corporate loans at large U.S. commercial banks," or, if no longer published as such, the rate of interest announced from time to time by Bank of America, N.A., as its prime rate, base rate or reference rate. If The Wall Street Journal (Eastern Edition) publishes more than one "Prime Rate" under its "Money Rates" column, then the Prime Rate shall be the average of such rates. If The Wall Street Journal (Eastern Edition) is not published on a date when Prime Rate is to be determined, then Prime Rate shall be the Prime Rate published on the date which first precedes the date on which Prime Rate is to be determined.

“Proceeding.” Any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative and whether formal or informal.

“Regulations.” The Federal Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Regulatory Allocations.” As defined in Section 8.4.5 hereof.

“Reviewed Year.” The Company taxable year to which a Partnership Adjustment relates.

“Reviewed Year Member.” Any Person who held an interest in the Company at any time during the Reviewed Year.

“Secretary of State.” The Secretary of State of the State of Georgia.

“Securities Act.” As defined in Section 14.11 hereof.

“Service.” Means the Internal Revenue Service.

“Super Majority Interest.” Members who own, in the aggregate, at least seventy percent (70%) of the total Percentage Interests owned by all Members.

“Transfer.” As a noun, a sale, transfer, assignment, conveyance, gift, pledge, encumbrance or hypothecation; as a verb, to sell, transfer, assign, convey, gift, pledge encumber or hypothecate.

“Transferring Member.” A Member who Transfers for consideration or gratuitously all or any portion of its Membership Interest in accordance with this Agreement.

ARTICLE II

CONTINUANCE OF COMPANY

2.1 The Company was formed by the execution and delivery of the Articles of Organization to the Secretary of State in accordance with the provisions of the Act.

2.2 Name. The name of the Company is “Blue Ridge Family I GP, LLC”.

2.3 Principal Places of Business and Registered Agents. The principal place of business of the Company within the State of Georgia is 3715 Northside Parkway, 200 Northcreek, Suite 175, Atlanta, Georgia 30327. The Company may locate its places of business and registered office at any other place or places as the Manager may from time to time deem advisable, both within and without the State of Georgia.

2.4 Term. The term of the Company commenced on the date the Articles of Organization were filed with the Secretary of State and shall continue in existence perpetually

unless the Company is dissolved and its affairs wound up in accordance with the Act or this Agreement.

ARTICLE III

PURPOSE AND BUSINESS OF COMPANY

3.1 Purpose and Business of the Company. The business and purpose of the Company shall be to:

3.1.1 Exercise all powers that may be exercised legally by limited liability companies under the Act and engage in any lawful business, purpose or activity in which a limited liability company may be engaged under the Act, including but not limited to, serving as the general partner of Blue Ridge Family I, LP.

3.1.2 Engage in all activities necessary, customary, convenient, or incident to such business and purpose in which a limited liability company may be engaged under the Act.

ARTICLE IV

MEMBER INFORMATION

4.1 Names, Addresses, Percentage Interests, Initial Capital Contributions, and Initial Capital Account Balances. The name, address, Percentage Interest, initial Capital Contribution and initial capital account balance of each Member is as set forth on Exhibit "A" hereto.

ARTICLE V

MANAGEMENT

5.1 Management by the Manager.

5.1.1 General. Subject to the other terms of this Agreement, (a) the business and affairs of the Company shall be managed exclusively by the Manager, and (b) the Manager shall have full, absolute and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company, to take all actions, and to consent or withhold consent with respect to any matter it deems necessary or appropriate to accomplish the purposes and direct the affairs of the Company.

5.1.2 Authority to Bind the Company. The Manager shall have the sole power and authority to bind the Company and no Member shall have any authority to bind the Company. In furtherance thereof, all contracts, agreements and other documents or instruments affecting or relating to the business and affairs of the Company may be executed on the Company's behalf only by the Manager or a duly authorized officer appointed by the Manager pursuant to Section 5.2 hereof.

5.1.3 Member Response / Deemed Approval. To the extent a Member's approval, consent or execution or delivery of an agreement, instrument or document is required to conduct the business of the Company, Manager shall provide notice to the Member(s) of such

requested approval, consent or execution and delivery of such agreement, instrument or document to Manager within ten (10) business days thereafter. In the event such Member fails to respond to such request within such ten (10) business day period, then such Member shall be deemed to have approved and/or consented to such requested action, and appointed Manager as with full power of substitution as such Member's true and lawful agent and attorney-in-fact, with full power and authority in such Member's name, place and stead to execute and deliver such requested agreement, instrument or document.

5.2 Officers. The Manager may appoint in writing, from time to time, such officers of the Company as the Manager deems necessary or advisable, each of whom shall have such title, powers, authority and responsibilities (including, without limitation, the power and authority to sign documents on behalf of the Company) as are delegated by the Manager from time to time; provided however, that the Manager may only delegate power, authority and responsibility as is granted by this Agreement to the Manager. Each such officer shall be subject to removal by the Manager in the Manager's sole and absolute discretion, with or without cause. The officers of the Company may include, but shall not be limited to, the following: Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Vice Presidents, and Secretary.

5.3 Banking. All funds of the Company shall be deposited in its name in an account or accounts as shall be designated from time to time by the Manager. All funds of the Company shall be used solely for the business of the Company. All withdrawals from the Company bank accounts shall be made only upon check signed by the Manager or by such other Persons as the Manager may designate from time to time.

5.4 Compensation; Reimbursements. Except as otherwise provided herein, the Manager shall not receive any fees or other compensation for its services hereunder. Notwithstanding the foregoing, the Manager and any Affiliates thereof may request reimbursement, and shall be reimbursed by the Company, for all actual out-of-pocket expenses incurred in furtherance of the Company's business.

5.5 Manager.

5.5.1 Duties of the Manager.

5.5.1.1 Duties. The Manager shall devote whatever time, effort and skill as it reasonably believes is required to fulfill the Manager's obligations under this Agreement and shall act in a manner the Manager determines, in good faith, to be in the best interests of the Company and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

5.5.1.2 Manager's Time and Effort; No Conflicts on Restrictions or Other Activities. The Manager may engage or invest in, and devote its time to, any other business venture or activity of any nature and description (independently or with others). Each Manager acting on its own behalf may engage in whatever activities the Manager chooses without having or incurring any obligation to offer any interest in such activities to the Company or any Member or require any Member to permit the Company or any Member to participate in any such activities, and, as a

material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation.

5.5.2 Number of Managers. The Company shall have one (1) Manager.

5.5.3 Term. A Manager shall hold office until the first to occur of the following:

5.5.3.1 Removal by a Super Majority Interest, which removal may be for any reason, with or without cause. Any such removal shall be effective upon notice to the removed Manager by the Super Majority Interest (or at such later date as may be specified by a Super Majority Interest).

5.5.3.2 Resignation by the Manager upon no less than ten (10) days' written notice to the Members.

5.5.3.3 With respect to a Manager who is an individual, the death of the Manager or entry of an order by a court of competent jurisdiction adjudicating the Manager incompetent to manage his or her person or his or her property.

The resignation, removal or other termination of a Person as a Manager who is also a Member shall not affect the Person's rights as a Member and shall not constitute a withdrawal of a Member.

5.5.4 Election and Qualifications. Managers and all successor Managers shall be elected by the affirmative vote of a Super Majority Interest. Managers need not be residents of the State of Georgia or Members of the Company.

ARTICLE VI

RIGHTS, OBLIGATIONS AND ACTIONS OF MEMBERS

6.1 Limited Participation in Management by Members. Except as otherwise expressly provided in this Agreement, no Member shall participate in the management of the Company or have any control over the Company or its business or have any right or authority to act for or to bind the Company. Except as expressly provided in this Agreement, no Member shall have the right to vote on or consent to any other matter, act, decision or document involving the Company or its business.

6.2 Actions/Consents By the Members. In any instance where any approval, election, consent, designation, vote, action or determination of the Members is expressly required or provided for in this Agreement (a "Member Action"), such Member Action may be taken either (a) at a meeting of the Members where Members owning the Percentage Interests required for such Member Action affirmatively vote to approve such Member Action, or (b) without a meeting if the Member Action is evidenced by one or more written consents describing the Member Action taken, signed by the Members entitled to take such action and delivered to the Manager for inclusion in the Company records. Such Member Action without a meeting will be effective when the Members required to approve such Member Action have signed the consent(s), unless the consent(s) specify(ies) a different effective date. The execution and delivery of any document or consent by

any Person with apparent authority to act for or on behalf of a Member shall be conclusive evidence of the authorization to the Company, its other Members and the Manager, and any third party shall be authorized to rely conclusively thereon. Unless otherwise expressly provided herein with respect to any specific matter, any Member Action shall require the approval of a Majority Interest.

6.3 Limitation on Liability. Each Member's liability shall be limited as set forth in this Agreement, the Act and other applicable law.

6.4 No Liability for Company Obligations. No Member will have any personal liability for any debts or losses of the Company beyond the Member's respective Capital Contributions, except as provided by law.

6.5 Priority and Return of Capital. Except as may be expressly provided in this Agreement, no Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions, and no Member shall have the right to demand or receive property other than cash as a distribution pursuant to this Agreement.

6.6 Other Activities of Members. A Member may engage or invest in, and devote its time to, any other business venture or activity of any nature and description (independently or with others). Each Member (acting on its own behalf) may engage in whatever activities they choose without having or incurring any obligation to offer any interest in such activities to the Company or any Member or require any Member to permit the Company or any Member to participate in any such activities, and, as a material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation.

6.7 Withdrawal or Dissociation. Each Member expressly agrees that by virtue of this Section 6.7, the Member will not have the power or authority to withdraw from the Company unless such Member Transfers the Member's entire Membership Interest pursuant to this Agreement or a dissolution of the Company occurs pursuant to this Agreement. If, notwithstanding any other portion of this Section 6.7, a Member withdraws or dissociates from the Company prior to the Transfer of the Member's entire Membership Interest pursuant to this Agreement or prior to the dissolution of the Company pursuant to this Agreement, then such Member shall not be entitled to any distributions from the Company as a result of such withdrawal or dissociation.

6.8 Negative Capital Accounts.

6.8.1 Except as otherwise provided in Section 6.8.2 or 6.8.3, no Member shall have any obligation to make any additional Capital Contributions to the Company solely as a result of any negative balance that may exist at any time in the Member's Capital Account and any such negative balance shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

6.8.2 The Members acknowledge that the Company may from time to time have an obligation to restore a deficit in its capital account in Blue Ridge Family I, LP up to a limited dollar amount (such amount, the "GP Designated Amount"). Pursuant to such

obligation, in the event that Blue Ridge Family I, LP is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), the Company shall be obligated to restore a deficit in its capital account up to the GP Designated Amount. Prestwick Blue Ridge I shall be obligated to contribute to the Company the Prestwick Designated Amount (as defined below) so that the Company can satisfy the GP Designated Amount.

6.8.3 In the event that the Company is liquidated within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g), if Prestwick Blue Ridge I's Capital Account in the Company has a deficit balance (after giving effect to all contributions, distributions and allocations and Capital Account adjustments other than this Section 6.8.3), Prestwick Blue Ridge I shall be obligated to restore the deficit in its Capital Account up to a limited dollar amount equal to the GP Designated Amount (the "Prestwick Designated Amount"). Any further obligation of Prestwick Blue Ridge I to restore a deficit in its Capital Account in excess of the Prestwick Designated Amount shall be zero until Prestwick Blue Ridge I executes and delivers to the Manager a written election to have an additional amount apply in the form set forth in Exhibit "B" attached hereto and such election is accepted by the Manager in its sole and absolute discretion. Such an election may be made effective as of the last day of any Fiscal Year (such Fiscal Year when an election becomes so effective, the "Effective Fiscal Year") so long as the election is made by the due date, without regard to extensions, for filing the Company's federal income tax return for the Effective Fiscal Year. Once an election has been timely made and accepted, that election cannot be withdrawn and except as set forth in the immediately succeeding sentence, the amount of Prestwick Blue Ridge I's obligation with respect to any negative Capital Account balance in the Company arising pursuant to such an election may not be reduced from the amount specified in the election (the "Maximum DRO Amount") for any reason after the election is made. Notwithstanding the foregoing, the Prestwick Designated Amount or the Maximum DRO Amount, as the case may be, may be increased or reduced by written notice from Prestwick Blue Ridge I, at its sole discretion, at any subsequent date, but no subsequent reduction to the Prestwick Designated Amount or the Maximum DRO Amount shall reduce the same below Prestwick Blue Ridge I's deficit balance in its Capital Account (as such Capital Account is increased by Prestwick Blue Ridge I's share of Company minimum gain determined pursuant to Section 1.704-2(g) of the Regulations, Member nonrecourse debt minimum gain (if any) determined pursuant to Section 1.704-2(i) of the Regulations, and Prestwick Blue Ridge I's Capital Contributions) at the end of the Company's immediately preceding tax year.

ARTICLE VII

CONTRIBUTIONS TO THE COMPANY AND FINANCING

7.1 Capital Contributions. Initial Capital Contributions have been made in such amounts and in such form as set forth in Exhibit "A" hereto. No additional Capital Contribution shall be required from any Member. Additional Capital Contributions may be made from time to time by any Member on such terms and conditions as such Member and the Manager may from time to time agree.

7.2 Loans. The Manager, from time to time, may cause the Company to borrow funds from any Person, including any Member or any Affiliate of such Member, for any Company

purpose upon commercially reasonable terms. No Member or any Affiliate of a Member shall be required or permitted to make any loans or otherwise lend any funds to the Company, except as approved by such Member and the Manager. No loans made by any Member or its Affiliate to the Company shall have any effect on such Member's Percentage Interest, such loans representing a debt of the Company payable or collectible solely from the assets of the Company, non-recourse to any Member (including a Manager) in accordance with the terms and conditions upon which such loans were made. All such loans made by any Member, or any Affiliate of a Member, shall be segregated in a separate loans payable account.

7.3 Withdrawal; Reduction of Members' Capital Contributions. No Member shall be entitled to withdraw any part of the Member's Capital Contributions or to receive any distribution, except as expressly provided herein, and no Member shall have the right to receive property other than cash. Except as otherwise provided herein, no Member shall have priority over any other Member as to the return of any Capital Contributions or the right to receive any distributions from the Company other than in the form of cash.

ARTICLE VIII

DISTRIBUTIONS AND ALLOCATIONS

8.1 Distributions. Company distributions shall be made at such times and in such amounts as the Manager determines. All Company distributions shall be made to the Members in the following order and priority:

8.1.1 First, to the Members to the extent of, and in proportion to, the cumulative capital contributions made to the Company by each Member in accordance with Article VII hereof (and for avoidance of doubt, such capital contributions shall exclude any contribution by Prestwick Blue Ridge I of the Prestwick Designated Amount); and

8.1.2 Second, the balance, if any, to the Members in accordance with their respective Percentage Interests.

8.2 General Application. The rules set forth below in this Section 8 will apply for the purposes of determining each Member's general allocable share of the items of income, gain, loss or expense of the Company comprising Net Profits or Net Losses of the Company for each Fiscal Year, determining special allocations of other items of income, gain, loss and expense, and adjusting the balance of each Member's Capital Account to reflect the aforementioned general and special allocations. For each Fiscal Year, the special allocations in Section 8.4 will be made immediately prior to the general allocations of Section 8.3.

8.3 General Allocations.

8.3.1 Hypothetical Liquidation. The items of income, expense, gain and loss of the Company comprising Net Profits or Net Losses for a Fiscal Year will be allocated among the persons who were Members during such Fiscal Year in a manner that will, as nearly as possible, cause the Capital Account balance of each Member at the end of such Fiscal Year, immediately

after making such allocations, and after taking into account actual contributions and distributions made during such Fiscal Year to equal the excess (which may be negative) of:

8.3.1.1 the hypothetical distribution (if any) that such Member would receive if, on the last day of the Fiscal Year, (A) all Company assets, including cash, were sold for cash equal to their Book Values, taking into account any adjustments thereto for such Fiscal Year, (B) all Company liabilities were satisfied in cash according to their terms (limited, with respect to each nonrecourse liability, to the Book Value of the assets securing such liability), and (C) the net proceeds thereof (after satisfaction of such liabilities) were distributed in full pursuant to Section 8.1, over

8.3.1.2 the sum of (A) such Member's share of the Company minimum gain determined pursuant to Section 1.704-2(g) of the Regulations, and (B) such Member's share of minimum gain determined pursuant to Section 1.704-2(i)(5) of the Regulations, all computed immediately prior to the hypothetical sale described in Section 8.3.1.1.

8.3.2 Loss Limitation. Notwithstanding anything to the contrary in this Section 8.3, the amount of items of Company Net Losses, expense and loss allocated pursuant to this Section 8.3 to any Member will not exceed the maximum amount of such items that can be so allocated without causing such Member to have a deficit balance in its Adjusted Capital Account at the end of any Fiscal Year, unless each Member would have a deficit balance in its Adjusted Capital Account. All such items in excess of the limitation set forth in this Section 8.3.2 will be allocated first, to Members who would not have deficit balances in their respective Adjusted Capital Accounts, pro rata, in proportion to their Adjusted Capital Account balances.

8.4 Special Allocations. Prior to making any allocations pursuant to Section 8.3 hereof, the following special allocations shall be made each Fiscal Year, to the extent required, in the following order:

8.4.1 Special Allocation of Bonus Depreciation and Negative Capital Accounts. Any items of "bonus" depreciation pursuant to Section 168(k) of the Code or losses, including Net Loss, allocated to the Company from Blue Ridge Family I, LP resulting solely from the obligation of the Company to contribute the GP Designated Amount to Blue Ridge Family I, LP shall be specially allocated 100% to Prestwick Blue Ridge I. Gains recognized from the sale of the Company's assets or as allocated from Blue Ridge Family I, LP shall be allocated (i) first, to the Members with negative or deficit Capital Account balances, that portion of gains (including any gains treated as ordinary income for federal income tax purposes) which is equal in amount to, and in proportion to, such Member's respective negative or deficit Capital Accounts in the Company; provided, that no gain shall be allocated under this Section 8.4.1 to a Member once such Member's Capital Account is brought to zero; and (ii) second, gain in excess of the amount allocated under (i) shall be allocated to the Members in the amount and to the extent necessary to increase the Member's respective Capital Accounts so that the proceeds distributed under Section 8.1 will be distributed in accordance with the Member's respective Capital Accounts.

8.4.2 Minimum Gain Chargeback; Qualified Income Offset. Items of Company income and gain shall be allocated for any Fiscal Year to the extent, and in an amount sufficient

to satisfy the “minimum gain chargeback” requirements of Section 1.704-2(f) and (i)(4) of the Regulations and the “qualified income offset” requirement of Section 1.704-1(b)(2)(ii)(d)(3) of the Regulations.

8.4.3 Member Nonrecourse Deductions and Nonrecourse Deductions. Member Nonrecourse Deductions shall be allocated to the Member who bears the economic risk of loss associated with such deductions, in accordance with Section 1.704-2(i) of the Regulations. Nonrecourse Deductions shall be allocated in accordance with the Members' Percentage Interests.

8.4.4 Certain Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with the requirements of Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations.

8.4.5 Curative Allocations. The allocations set forth in this Section 8.4 (the “Regulatory Allocations”) are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Regulations. The Regulatory Allocations may effect results which would be inconsistent with the manner in which the Members intend to divide Company distributions. Accordingly, the Manager is authorized to divide allocations of Profits, Losses, and other items (other than Regulatory Allocations) among the Members, to the extent that they exist, so that the net amount of the Regulatory Allocations to each Member is zero (0). The Manager will have discretion to accomplish this result in any reasonable manner that is consistent with Code Section 704 and the related Regulations.

8.4.6 Special Allocations Upon Liquidation of the Company. With respect to the Fiscal Year in which occurs the final liquidation of the Company in accordance with Article XII hereof or in which there is a sale or other disposition of all or substantially all of the assets of the Company, if, after tentatively making all allocations pursuant to this Agreement other than this Section 8.4.6, the positive Capital Account balances of the Members do not equal the amounts that the Members would receive if all remaining Company assets were distributed to them pursuant to Section 8.1 hereof, then items of Company income, gain, loss and deduction shall be specially allocated among the Members pursuant to this Section 8.4.6 in such amounts and priorities as are necessary so that after making all allocations pursuant to this Article VIII, the positive Capital Account balances of the Members equal the amounts that would be so distributed to each of them. For purposes of this Section 8.4.6, a Member's Capital Account balance shall be deemed to be increased for any amounts that such Member is deemed to be obligated to restore pursuant to the penultimate sentence of Sections 1.704-2(g)(1) and -2(i)(5) of the Regulations.

8.5 Other Allocation Rules.

8.5.1 Tax / Book Differences. If the Book Value of any Company property, pursuant to Section 1.704-1(b)(2)(iv)(d) or (f) of the Regulations and the definition of Book Value in Article I hereof, differs from the adjusted tax basis of such property, then allocations with respect to such property for income tax purposes shall be made in a manner which takes into consideration differences between such Book Value and such adjusted tax basis in accordance with Section 704(c) of the Code, the Regulations promulgated thereunder and Section 1.704-1(b)(2)(iv)(f)(4) of the Regulations. Such allocations for income tax purposes shall be made using such method(s) permitted pursuant to such provisions which the Manager, in its sole and absolute discretion, selects. Such tax allocations shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, other items, or distributions pursuant to any provision of this Agreement. Any allocations with respect to any such property for purposes of maintaining the Members' Capital Accounts, and the determination of Net Profits and Net Losses, shall be made by reference to the Book Value of such property, and not its adjusted tax basis, all in accordance with Section 1.704-1(b)(2)(iv)(g) of the Regulations.

8.5.2 Allocations of Items. Any allocation to a Member of Net Profits or Net Losses shall be treated as an allocation to such Member of the same share of each item of income, gain, loss or deduction that is taken into account in computing Net Profits or Net Losses. Unless otherwise specified herein to the contrary, any allocation to a Member of items of Company income, gain, loss, deduction or credit (or item thereof) shall be treated as an allocation of a pro rata portion of each item of Company income, gain, loss, deduction or credit (or item thereof).

8.5.3 Consent and Tax Reporting. The Members are aware of the income tax consequences of the allocations made by this Article VIII and hereby agree to be bound by the provisions of this Article VIII in reporting their shares of Company income and loss for income tax purposes.

8.5.4 Treatment of the Company as a Partnership for Income Tax Purposes. The Members intend that the Company shall be treated as a partnership for federal and state income tax purposes, and neither the Members nor the Manager shall take any action to change such treatment, unless and until all of the Members decide that the tax status of the Company shall be changed.

8.5.5 Section 704(b) Allocations. Each item of income, gain, loss, deduction or credit for federal income tax purposes that corresponds to an item of income, gain, loss or expense that is either taken into account in computing Net Profits or Net Losses or is specially allocated pursuant to this Agreement (a "Book Item") will be allocated among the Members in the same proportion as the corresponding Book Item is allocated among them.

8.5.6 Allocation of Excess Nonrecourse Liabilities. Solely for the purpose of allocating excess nonrecourse liabilities (as defined in Regulation Section 1.752-3) of the Company among the Members in connection with the determination of the Members' adjusted

tax bases for their interests in the Company, in accordance with Section 752 of the Code and the Regulations from time to time promulgated thereunder, unless the Manager decides otherwise, such excess nonrecourse liabilities shall be shared by the Members pro-rata in accordance with their Percentage Interests and that each Member's interest or share in Company profits equals the Member's Percentage Interest.

8.5.7 Allocation of Section 45L Tax Credits. Any tax credits available to the Company under Section 45L of the Code, including such tax credits allocated to the Company from Blue Ridge Family I, LP, shall be allocated to Prestwick Blue Ridge I. Prestwick Blue Ridge I shall receive a downward adjustment to Prestwick Blue Ridge I's Capital Account resulting from the tax credits claimed by the Company under Section 45L of the Code or allocated to the Company from Blue Ridge Family I, LP. The Members agree that a downward basis adjustment will be made to the Company's property to the extent required by the Code and Treasury Regulations.

ARTICLE IX

TRANSFER OF MEMBERSHIP INTERESTS; NEW MEMBERS

9.1 General Restrictions on Transfer of Interests. Each of the Members hereby covenants and agrees that it will not Transfer all or any part of its Membership Interest in the Company to any Person other than as permitted by this Article IX.

9.2 Permitted Transfers.

9.2.1 A Member may Transfer all of any portion of its Membership Interest only in a Transfer approved by the Manager, in its sole and absolute discretion.

9.2.2 Any Transfer permitted by Section 9.2.1 is referred to herein as a "Permitted Transfer," and any transferee (a "Permitted Transferee") who receives a Membership Interest pursuant to a Permitted Transfer (the "Transferred Membership Interest") shall be admitted to the Company as a substitute Member without need for any further approval or action and shall receive and hold such Membership Interest subject to the terms of this Agreement and to the obligations hereunder of the transferor. If there is a Permitted Transfer, the Permitted Transferee shall succeed to the capital account of the Transferring Member to the extent it relates to the Transferred Membership Interest, and, for purposes of applying the allocation and distribution provisions of this Agreement, the Permitted Transferee shall be deemed to have received allocations and distributions previously made to the Transferring Member with respect to the Transferred Membership Interest.

9.3 Restraining Order/Specific Performance.

9.3.1 If any Member shall attempt to Transfer all or any portion of its Membership Interest, in violation of the provisions of this Agreement and any rights hereby granted, then the Manager or any other Member of the Company, in addition to all rights and remedies hereunder and at law and/or in equity, shall be entitled to a decree or order restraining and enjoining such Transfer and the offending party shall not plead in defense thereto that there would be an adequate remedy at law; it being hereby expressly acknowledged and agreed that damages at law will be an inadequate

remedy for a breach or threatened breach or violation of the provisions concerning transfers set forth in this Agreement.

9.3.2 In addition, it is expressly agreed that the remedy at law for breach of any of the obligations set forth in this Article IX is inadequate in view of (a) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a party to comply fully with each of said obligations, and (b) the uniqueness of each Member's business and assets and the relationship of the Members. Accordingly, each of the aforesaid obligations shall be, and is hereby expressly made, enforceable by specific performance.

9.4 Additional Members.

No Person other than a Person admitted to the Company as a Member in accordance with this Agreement shall be a Member or own a Membership Interest.

ARTICLE X
INDEMNIFICATION AND EXCULPATION

10.1 Indemnification.

10.1.1 General. The Company, to the fullest extent permitted by the Act and any other applicable law, (a) shall indemnify and hold harmless any Manager or Member, and (b) may, in the Manager's discretion, indemnify and hold harmless any employee or agent of the Company or any other Person (each Person to be indemnified pursuant to (a) or (b), an "Indemnified Person") from and against any losses, claims, damages, liabilities or expenses (including, without limitation, attorney's fees) to which such Indemnified Person may become subject in connection with any matter arising out of or in connection with the Company.

10.1.2 Advance for Expenses. The Company shall, before final disposition of a Proceeding, advance funds to pay for or reimburse the reasonable expenses (including attorneys' fees) incurred by an Indemnified Person who is a Party to a Proceeding if such Person delivers to the Company a written affirmation of his, her or its good faith belief that his, her or its conduct does not constitute behavior that would prohibit the Company from indemnifying the Indemnified Person pursuant to the Act, and such Member or Manager furnishes the Company a written undertaking, executed personally or on his, her or its behalf, to repay any advances if it is ultimately determined that he, she or it is not entitled to indemnification under this Article X or the Act.

10.1.3 No Capital Contributions Required for Indemnification. Indemnification pursuant to this Section 10.1 shall be limited to the Company's assets and shall in no event require any Member to make any additional Capital Contributions.

10.1.4 Limits on Indemnification. Notwithstanding anything in this Article X to the contrary, the Members intend that the Company shall indemnify the Members and the Manager pursuant to this Section 10.1 to the fullest extent permitted by Section 14-11-306 of the Act. Accordingly, as of the date hereof, indemnification of the Members and the Manager shall be permitted for all matters except (a) intentional misconduct or knowing violation of law; or (b) for

any transaction for which the Member or Manager received a personal benefit in violation or breach of any provision of this Agreement.

10.2 Exculpation. No Member or Manager shall be liable to the Company or to any other Members for any losses, claims, damages or liabilities arising from any act or omission performed or omitted by such Member or Manager in connection with this Agreement except for any losses, claims, damages or liabilities for which indemnification of the Member or Manager is not permitted pursuant to Section 10.1.4 hereof.

10.3 Survival and Limits on Amendment. The rights of the Members and the Manager to indemnification and exculpation pursuant to this Article X shall survive (a) with respect to any Manager, the withdrawal, resignation or removal of the Manager; and (b) with respect to any Member, the Transfer of the Member's Membership Interest. No amendment, modification or rescission of this Article X, or any provision hereof, the effect of which would diminish the rights to indemnification, advancement of expenses or exculpation as set forth herein, shall be effective as to any Member or Manager with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

ARTICLE XI **POWER-OF-ATTORNEY**

11.1 Appointment of the Manager. Each Member hereby irrevocably constitutes and appoints the Manager with full power of substitution as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, to:

11.1.1 execute, swear to, acknowledge, deliver, file and record in the appropriate public offices at the expense of the Company (a) this Agreement, all certificates and other instruments and all amendments thereof which the Manager reasonably deems appropriate or necessary to form, qualify, or continue the qualification of, the Company as a limited liability company in all jurisdictions in which the Company may conduct business, own property or in which such formation, qualification or continuation is, in the opinion of the Manager, necessary or desirable to protect the limited liability of the Members; (b) all instruments which the Manager deems appropriate or necessary to reflect any amendment, change, modification or restatement of this Agreement properly made in accordance with the terms herein (whether or not such specific Member voted in favor thereof); (c) all conveyances and other instruments or documents which the Manager reasonably deems appropriate or necessary to reflect, in accordance with this Agreement, the acquisition or disposition of all or any portion of any Company assets, the admission or withdrawal of any Member and the dissolution and liquidation of the Company; and (d) all instruments relating to the admission, withdrawal or substitution of any Member pursuant to and in accordance with this Agreement; and

11.1.2 swear to, represent or acknowledge, confirm, or ratify that any vote, consent, approval, agreement or other action, which is made or given properly by the Members hereunder or is consistent with the terms of this Agreement, has been made or given (whether or not such specific Member voted in favor thereof or consented thereto).

The foregoing power of attorney hereby is declared to be irrevocable and a power coupled with an interest, and it shall survive and not be affected by the subsequent death, incompetence, disability, incapacity, dissolution, bankruptcy or termination of any Member and the Transfer of all or any portion of its Membership Interest and shall extend to such Member's heirs, successors, assigns and personal representatives. Each Member shall execute and deliver to the Manager at the principal office of the Company, within fifteen (15) days after receipt of the Manager's request therefor, such further designations, powers of attorney and other instruments as the Manager deems necessary to effectuate this Agreement and the purposes of the Company.

ARTICLE XII

DISSOLUTION AND TERMINATION

12.1 Dissolution.

12.1.1 The Company shall be dissolved upon the occurrence of any of the following events:

12.1.1.1 by the affirmative vote of the Manager and a Majority Interest; or

12.1.1.2 notwithstanding a breach by a Member of Section 12.1.3 hereof, the entry of a decree of judicial dissolution under Section 14-11-603(a) of the Act.

12.1.2 Except as expressly permitted in this Agreement, no Member shall have the power or authority to dissociate or take any other voluntary action which directly causes a Person to cease to be a Member; provided, however, that any Member who transfers its entire Membership Interest in accordance with this Agreement shall cease to be a Member.

12.1.3 Each Member hereby covenants and agrees that it will not seek a judicial dissolution of the Company pursuant to the provisions of Section 14-11-603 of the Act.

12.2 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except as permitted by Section 14-11-605 of the Act. Upon dissolution, the Manager shall file a statement of commencement of winding up pursuant to Section 14-11-606 of the Act and publish the notice permitted by Section 14-11-608 of the Act.

12.3 Winding Up, Liquidation and Distribution of Assets.

12.3.1 Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager shall immediately proceed to wind up the affairs of the Company.

12.3.2 If the Company is dissolved and its affairs are to be wound up, the Manager shall do the following:

12.3.2.1 Convert the Company's assets into cash as promptly as practicable (except to the extent the Manager may determine to distribute any assets to any of the Members in kind);

12.3.2.2 Discharge all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions, and establish such reserves as may be reasonably necessary to provide for contingent or other liabilities of the Company; and

12.3.2.3 Distribute the remaining assets to the Members pro rata in accordance with their positive Capital Account balances in compliance with Section 1.704-1(b)(2)(ii)(b)(2) of the Regulations after taking into account all Capital Account adjustments for the Company's taxable year during which such liquidation occurs. Distributions made in accordance with a liquidation described in the immediately preceding sentence shall to the extent possible be made within the time periods specified by Section 1.704-1(b)(2)(ii)(b)(2) of the Regulations.

12.3.3 Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

12.3.4 The Manager shall comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.4 Certificate of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a certificate of termination may be executed and filed with the Secretary of State in accordance with Section 14-11-610 of the Act.

12.5 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If such assets are insufficient to pay debts or return investments to the Members, no Member shall have any recourse against any other Member.

ARTICLE XIII

BOOKS, RECORDS AND TAX MATTERS

13.1 Records and Availability to Members. At all times during the existence of the Company, the Manager shall keep or cause to be kept complete books and records that the Manager reasonably determines appropriate for the Company's business. Such books and records, whether financial or otherwise and including a copy of this Agreement and any amendments thereto, shall at all times be maintained at the principal place of business of the Company. Any Member or such Member's duly authorized representative, subject to such reasonable standards as may be established by the Manager governing what information and documents are to be furnished at what time and location and at whose expense, shall have the right at any time, for any purpose reasonably related to such Member's Membership Interest, to inspect and copy from such books and documents during normal business hours.

13.2 Tax and Accounting Matters.

13.2.1 General. Except as otherwise provided in this Agreement, all decisions as to tax and accounting matters and tax elections shall be made by the Manager, including, but not limited to, Code Section 754 elections and the method of accounting to be used by the Company. All such decisions made by the Manager, however, shall be in accordance with generally accepted accounting principles or the requirements of the Code, as applicable; provided however, that the Manager may rely upon the advice of independent certified public accountants and or tax counsel retained from time to time by the Company.

13.2.2 Tax Audits.

(a) Partnership Representative Appointment and Designation. Prestwick Blue Ridge I shall be the Partnership Representative of the Company pursuant to Section 6223(a) of the Code (the “Partnership Representative”). Such Person shall be appointed the Partnership Representative for each taxable year of the Company. The Partnership Representative shall timely designate an individual to serve as the sole individual through whom the Partnership Representative will act for purposes of the Partnership Audit Rules (the “Designated Individual”). The initial Designated Individual shall be Wiley A. Tucker, III. No later than the effective date of the designation of the Designated Individual as the Designated Individual or of the Partnership Representative as the Partnership Representative, such Designated Individual or Partnership Representative, as applicable, must agree in writing to be bound by the same obligations and restrictions imposed on the Partnership Representative under Sections 13.2.2 through 13.2.7 prior to and as condition of such designation. The Company shall indemnify the Partnership Representative against judgments, fines, amounts paid in settlement and expenses (including attorneys’ fees) reasonably incurred by the Partnership Representative in its capacity as the Partnership Representative, and not its capacity as a Member, Manager or a Reviewed Year Member, in connection with any audit or administrative or judicial proceeding in which the Partnership Representative is involved solely by reason of being the Partnership Representative of the Company.

(b) Resignation; Revocation. The initial Partnership Representative (and any successor Partnership Representative) may resign as the Partnership Representative by written notice to the Company and the Service. Notice of such resignation shall be given to the Service in the time and manner prescribed in any guidance or Regulations. The resigning Partnership Representative shall recommend a successor Partnership Representative who the Company shall designate as the successor Partnership Representative. The designation of the Designated Individual as the Designated Individual shall automatically terminate on the effective date of the resignation of the Partnership Representative or the revocation of such status. Notice of such revocation shall be given to the Service in the time and manner prescribed by the Service and shall include the designation of another Person selected by the Company as the successor Partnership Representative for the Company’s taxable year for which the designation was in effect.

(c) Successor Partnership Representative. Any successor Partnership Representative must have a substantial presence in the United States and otherwise satisfy all statutory and regulatory requirements imposed by the Partnership Audit Rules. The Person so designated must agree in writing to be bound by the terms of Sections 13.2.2 through 13.2.7 and shall not take any action in its capacity as Partnership Representative until the resignation and/or revocation of the prior Partnership Representative becomes effective under the Code, Regulations or other guidance of the Service.

(d) Notice of Communications. The Partnership Representative shall give the Members notice of any inquiry, notice, or other communication received from the Service or other applicable tax authority regarding the tax treatment of the Company or the Members. The Partnership Representative shall advise each Member of the substance and form of any material conversation or communication held with a representative of the Service. The Partnership Representative shall send to all of the Members copies of any notice of a proposed or final Partnership Adjustment received by the Company and/or the Partnership Representative from the Service.

(e) Duties and Limitations on Authority. The Partnership Representative and any Designated Individual shall have all power and authority of a partnership representative and designated individual, respectively, as set forth in Section 6223 of the Code, and shall represent the Company and its Members in all dealings with the Service and state and local taxing authorities, and has the power or authority to do any or all of the following:

(i) make an election to opt out of the application of the Partnership Audit Rules to the Company;

(ii) make a Push-Out Election;

(iii) file an Administrative Adjustment Request;

(iv) select any judicial forum for the litigation of any Company tax dispute;

(v) extend the statute of limitations for assessing or computing any tax liability against the Company (or the amount or character of any partnership related items);

(vi) settle any audit with the Service concerning the adjustment or readjustment of any “partnership related item(s)” (within the meaning of Section 6241(2) of the Code);

(vii) initiate or settle any judicial review or action concerning the amount or character of any “partnership related item(s)” (within the meaning of Section 6241(2) of the Code); or

(viii) take any other action (or fail to take any action) with respect to the matters in (i) – (vii) above or with respect to any administrative or judicial proceeding involving the Company and the Service or any state or local authorities.

13.2.3. Modifications and Company Elections.

(a) Modifications to Imputed Underpayment. If the Company and/or Partnership Representative receives notice of a proposed Partnership Adjustment from the Service, the Partnership Representative may request modification of the Imputed Underpayment, as described in Code Section 6225(c), proposed in such notice in accordance with any applicable Regulations, forms, instructions, and other guidance prescribed by the Service.

(b) Amended Returns and Pull-In Procedure. The Partnership Representative may request a modification of an Imputed Underpayment, as described in Code Section 6225(c), based on an amended return (or, to the extent permitted by law, any similar statement) filed by a Member (or Indirect Member) that takes account of all of the Partnership Adjustments properly allocable to such Member (or Indirect Member). Any such request shall be accompanied by an affidavit from any Member (amending its or their return) signed under penalties of perjury that the Member (or Indirect Member) has filed each required amended return (or similar statement) and paid all taxes due as a result of taking into account the adjustments in the first affected year and all modification years, as such terms are defined and applied in any applicable Regulations, forms, instructions, and other guidance prescribed by the Service. In lieu of filing an amended return in accordance with this Section, any Reviewed Year Member may elect to comply with the “pull-in” procedure described in Section 6225(c)(2)(B) of the Code (a “Pull-In Election”). In such event, such Reviewed Year Member shall (1) pay all amounts due under Section 6225(c)(2)(A)(iii) of the Code, (2) take into account, in the form and manner set forth in any applicable Service guidance, the adjustments to the tax attributes of such Reviewed Year Member, and (3) provide, in the form and manner specified by the Service (including, if so specified, in the same form as on an amended return), such information as the Service may require to carry out the terms and intent of a Pull-In Election described in Section 6225(c)(2)(B) of the Code. Copies of all notices and filings made pursuant to this Section 13.2.3(b) shall be provided by the Reviewed Year Member to the Partnership Representative.

(c) Reallocation Adjustment. In the case of a Partnership Adjustment that reallocates the distributive share of any partnership related item from one Member to another, the Partnership Representative may submit the modification request to the Service under this Section 13.2.3 but only if all Members (or Indirect Members) affected by such adjustment (“Affected Members”) provide the affidavit(s) described in clause (ii) above or the Partnership Representative is notified by the Service that one or more Affected Members have taken (or will take) into account their allocable share of the adjustment through other modifications approved by the Service (such as, but not limited to, a closing agreement).

(d) Push-Out Election. If the Company receives notice of a final Partnership Adjustment from the Service, the Partnership Representative may make an election (a “Push-Out Election”) under Section 6226 of the Code with respect to one or more Imputed Underpayments set forth in the notices of final Partnership Adjustment. Except as hereinafter provided, if a Push-Out Election is made, each Reviewed Year Member shall take into account

its allocable share of the Partnership Adjustments that relate to the specified Imputed Underpayment and shall be liable for any taxes (including penalties, additions and interest) as described in Section 6226 of the Code and any applicable Regulations or other guidance prescribed by the Service. Notwithstanding the foregoing, to the extent permitted by law, any Reviewed Year Member that is a partnership or S corporation may, at its option and in accordance with any applicable Regulations or other guidance prescribed by the Service, elect (in lieu of paying its allocable share of such Partnership Adjustment) to push out the liability for taxes attributable to such Partnership Adjustment to its owners or Indirect Members.

(e) Reimbursement of Allocable Share of Imputed Underpayment. If the Company becomes obligated to make an Imputed Underpayment under Code Section 6225, each of the Members, including any Reviewed Year Member, to whom such liability relates shall be obligated, within thirty (30) days after written notice from the Manager, to pay an amount that is equal to its allocable share of such amount to the Company including any penalties, additions to tax and interest imposed on the Company. The allocable share of the Member or Reviewed Year Member is generally equal to that Person's proportionate share of the liability based on the adjustment to partnership related items that would have been allocated to such Person (computed at the tax rate used to compute the Company's liability) had the Company's tax return for the taxable year reflected the Partnership Adjustments. Any amount not paid by a Member or Reviewed Year Member within such 30-day period shall accrue interest at Prime Rate plus 2% until paid. Any such payment made by any Member shall be treated as determined by the Manager or Partnership Representative.

(f) Withholding. The Manager shall cause the Membership to withhold from any distribution or payment due to any Member (or Reviewed Year Member) under this Agreement any amount due to the Company from such Member (or Reviewed Year Member) under Section 13.2.3(e) above. Any amount(s) so withheld shall be applied by the Company to discharge the obligation in respect of which such amount was withheld. All amounts withheld pursuant to the provisions of this Section 13.2.3(f) with respect to a Member (or Reviewed Year Member) shall be treated as if such amounts were distributed or paid, as applicable, to such Member (or Reviewed Year Member).

(g) Indemnity. To the extent that a portion of the taxes imposed under Code Section 6225 relates to a Reviewed Year Member, the Reviewed Year Member agrees to indemnify the Company for its allocable portion of such tax (including any penalties, additions to tax and interest) to the extent such amounts have not been withheld pursuant to the provisions of Section 13.2.3(f). Each Member acknowledges that, notwithstanding the transfer or liquidation of all or any portion of its interest in the Company, it shall remain liable for its allocable share of taxes, penalties, additions to tax with respect to its allocable share of Partnership Adjustments of the Company for the Company's taxable years (or portions thereof) prior to such transfer or liquidation unless otherwise agreed to in writing.

(h) Member Reporting. Each Member shall provide to the Partnership Representative such information (or, if applicable, certify as to the filing of initial or amended tax returns) as is reasonably requested by the Partnership Representative to enable the Partnership Representative (w) to reduce any Company level assessment under Code Section 6225 as set forth in the Partnership Audit Rules, (x) to determine the allocation of any item of

income, gain, loss, deduction, or credit of any such Company level assessment among the Members, in good faith consultation with the Company's tax accountants and tax counsel, (y) to elect out of the Partnership Audit Rules or (z) to comply with or be eligible to invoke any aspect of the Partnership Audit Rules in any other respect.

13.2.4 Tax Counsel or Accountants. The Partnership Representative may employ tax counsel and/or accountants, at the Company's cost, to represent the Company in connection with any audit or investigation of the Company by the Service or any other state or local taxing authority and in connection with all subsequent administrative and judicial proceedings arising out of such audit. Such counsel and/or accountants shall be responsible for representing the Company. It shall be the responsibility of the Members, at their expense, to employ tax counsel or accountants to represent their respective separate interests.

13.2.5 Survival. The obligations of each Member or former Member under this Section shall survive the transfer, redemption or liquidation by such Member of its Membership Interest and the termination of this Agreement or the dissolution of the Company.

13.2.6 Amendments. Upon the promulgation of revised final or proposed Regulations implementing the Partnership Audit Rules or upon further amendment of the Partnership Audit Rules, the Members agree to work together in good faith to make elections and amend this Agreement (if any party determines that an amendment is required) to maintain the intent of the parties with respect to the obligations and limitations of the Partnership Representative.

13.2.7 State and Local Income Tax Matters. The provisions of Sections 13.2.2 – 13.2.6 shall also apply to state and local income tax matters affecting the Company to the extent the terms and conditions hereof have any application to audit procedures provided for at the state and local level.

13.3 Tax Returns. The Manager shall prepare, or cause to be prepared, at the expense of the Company, at least annually, the information necessary for each Member to complete its federal, state and local income tax or information returns and shall use commercially reasonable best efforts to deliver such information to each Member, within sixty (60) days after the end of each tax year (or as soon thereafter as is reasonably possible).

ARTICLE XIV **MISCELLANEOUS PROVISIONS**

14.1 Application of Georgia Law. This Agreement, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Georgia (without regard to choice of law rules), and specifically the Act.

14.2 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

14.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

14.4 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.5 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

14.6 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or constitute a waiver of the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law or otherwise.

14.7 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

14.8 [Intentionally Omitted]

14.9 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company.

14.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

14.11 Investment Representations. Each Member hereby represents and warrants to the Company and to each other Member that such Member is acquiring its Membership Interest in the Company for its own account and not with a view to, or for resale in connection with, any distribution thereof in violation of the Securities Act of 1933, as amended (the "Securities Act"), or any applicable state securities laws. Such Member possesses experience and sophistication as an investor adequate for the evaluation of the merits and risks of such Member's investment in the Company, is acquiring such Membership Interest for its own account (without a view to resale or distribution) and has investigated the Company and its business, and the Company has made available to such Member all information necessary for such Member to make an informed decision to acquire a Membership Interest in the Company. Such Member also understands that its Membership Interest may not be transferred absent compliance with the registration requirements of the Securities Act and applicable state securities laws or pursuant to an exemption therefrom and otherwise in compliance with the terms of this Agreement. Each Member understands the meaning and consequences of the representations, warranties and covenants made by such Member set forth herein and that the Company has relied upon such

representations, warranties and covenants. Each Member hereby indemnifies, defends, protects and holds wholly free and harmless the Company from and against any and all losses, damages, expenses or liabilities arising out of the breach and/or inaccuracy of any such representation, warranty and/or covenant. All representations, warranties and covenants contained herein shall survive the execution of this Agreement, the formation of the Company, and the liquidation of the Company.

14.12 Notices. Any and all notices, offers, demands or elections required or permitted to be made under this Agreement (“Notices”) shall be in writing, signed by the party giving such Notice, and shall be deemed given and effective (a) when hand-delivered (either in person by the party giving such notice, or by its designated agent, or by commercial courier); (b) on the third (3rd) day (other than a Saturday or a Sunday) when the United States Postal Service, or its legal successor (“Postal Service”) is making regular deliveries of mail in Atlanta, Georgia following the day (as evidenced by proof of mailing) upon which such notice is deposited, postage pre-paid, certified mail, return receipt requested, with the Postal Service and addressed to the other party at such party’s respective address as set forth in Article IV hereof or at such other address as the other party may hereafter designate by Notice; or (c) on the first day, other than a Saturday or Sunday, when the local or overnight delivery service to which the Notice is delivered is making regular deliveries following the day (as evidenced by proof of deposit) upon which such Notice is deposited, prepaid or payment provided for, with a national overnight delivery service or local courier service, and addressed to the other party at such party’s respective address as set forth in Article IV hereof or at such other address as the other party may hereafter designate by Notice.

14.13 Amendments. Subject to such additional limitations as may be set forth in Section 10.3 hereof concerning amendments affecting indemnification and exculpation of a Member or Manager, any amendment to this Agreement shall be made in writing and signed by the Members.

14.14 Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. If any particular provision herein is construed to be in conflict with the provisions of the Act, the Act shall control, such invalid or unenforceable provisions shall not affect or invalidate the other provisions hereof and this Agreement shall be construed in all respects as if such conflicting provision were omitted.

14.15 Arbitration. Any dispute, controversy or claim arising out of or in connection with, or relating to, this Agreement or any breach or alleged breach hereof shall, upon the request of any Party involved, be submitted to, and settled by, arbitration in the City of Atlanta, State of Georgia, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any time or at any other place or under any other form of arbitration mutually acceptable to the Parties so involved). Any award rendered shall be final and conclusive upon the Parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the Parties to the arbitration, provided that each Party shall pay for and bear the cost of its own experts, evidence and counsel’s fees, except that, in the discretion of the arbitrator, any award may include the cost of a Party’s counsel if the arbitrator expressly determines that the Party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic.

14.16 Determination of Matters Not Provided For In This Agreement. The Manager shall decide any questions arising with respect to the Company and this Agreement which are not specifically or expressly provided for in this Agreement.

14.17 Further Assurances. The Members each agree to cooperate, and to execute and deliver in a timely fashion any and all additional documents necessary to effectuate the purposes of the Company and this Agreement.

14.18 Time. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND TO ANY PAYMENTS, ALLOCATIONS AND DISTRIBUTIONS SPECIFIED UNDER THIS AGREEMENT.

14.19 Including. The word “including” shall be deemed followed by the words “without limitation” unless currently followed by such words or words of similar meaning.

14.20 Entire Agreement. This Agreement contains the entire agreement among the parties relating to the subject matter hereof, all prior negotiations among the parties with respect thereto are merged into this Agreement and there are no other promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them with respect to the transaction contemplated herein.

14.21 Relationship of this Agreement to the Default Rules. Regardless of whether this Agreement specifically refers to a particular Default Rule, in no event shall any Default Rule apply to the Company, it being the intent of the Members that, by virtue of this Section 14.21, all of the Default Rules shall be negated and, to the fullest extent possible, all of the rights and obligations of the Members with respect to the Company shall be as set forth in this Agreement and shall not arise from any provisions of the Act that constitute a Default Rule that is permitted to be made inapplicable, or modified with respect to, a limited liability company pursuant to the articles of organization or operating agreement of a limited liability company.

14.22 Certification of Non-Foreign Status. Section 1446 of the Code provides that an entity taxed as a partnership generally must withhold a tax on partnership income that is effectively connected with the Company’s U.S. trade or business that is allocable to a foreign Member as provided for and in the amount determined in the Regulations under Code Section 1446, if the Member is a foreign person. Each Member certifies that it is not a foreign person, foreign corporation, foreign trust or foreign estate (as those terms are defined in the Code and Regulations); and agrees to notify the Company within ten (10) days of the date it becomes a foreign person, understanding that this certification may be disclosed to the Service by the Company.

In order to comply with Section 1445 of the Code and the applicable Treasury Regulations thereunder, in the event of the disposition by the Company of a United States real property interest as defined in the Code and Treasury Regulations, each Member shall provide to the Company an affidavit stating, under penalties of perjury, (i) the Member’s address, (ii) the Member’s United States taxpayer identification, number, and (iii) that the Member is not a foreign person as that term is defined in the Code and Treasury Regulations. Failure by any Member to provide such affidavit

by the date of such disposition shall authorize the Manager to withhold ten percent (10%) of each such Member's distributive share of the amount realized by the Company on the disposition.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on this 16th day of May 2025 effective as of the date first set forth above.

MEMBERS:

PRESTWICK BLUE RIDGE I GP, LLC
a Georgia limited liability company

By: Signed by:
Wiley A. Tucker, III
B55ACB2181F24C9...
Wiley A. Tucker, III
Its: Co-Manager

DocuSigned by:
Sarah K. Niemann
BA78DC972F6A46B
SARAH K. NIEMANN

MANAGER:

PRESTWICK BLUE RIDGE I GP, LLC
a Georgia limited liability company

By: Signed by:
Wiley A. Tucker, III
B55ACB2181F24C9...
Wiley A. Tucker, III
Its: Co-Manager

EXHIBIT "A"
TO
OPERATING AGREEMENT
OF
BLUE RIDGE FAMILY I GP, LLC

NAMES, ADDRESSES, PERCENTAGE INTERESTS, CAPITAL CONTRIBUTIONS
 AND CAPITAL ACCOUNT BALANCE OF THE MEMBERS

<u>Name and Address</u>	<u>Percentage Interest</u>	<u>Capital Contribution</u>	<u>Initial Capital Account Balance</u>
Prestwick Blue Ridge I GP, LLC 3715 Northside Parkway, NW 200 Northcreek, Suite 175 Atlanta, Georgia 30327	83.00%	\$83.00	\$83.00
Sarah K. Niemann 6025 Wild Timber Road Sugar Hill, Georgia 30518	17.00%	\$17.00	\$17.00

EXHIBIT "B"
TO
OPERATING AGREEMENT
OF
BLUE RIDGE FAMILY I GP, LLC

FORM OF
ELECTION TO RESTORE NEGATIVE CAPITAL ACCOUNT BALANCE
OF BLUE RIDGE FAMILY I GP, LLC

THIS ELECTION, made and entered into as of the ____ day of _____, _____, by the undersigned (the "Electing Member") is effective for the Fiscal Year ending on _____, 20__ (the "Effective Fiscal Year"). (Must be executed by March 15 of the year following the Effective Fiscal Year).

The Electing Member is a Member of Blue Ridge Family I GP, LLC, a Georgia limited liability company (the "Company"). In accordance with Section 6.8.3 of that certain Operating Agreement of Blue Ridge Family I GP, LLC, as amended and/or restated through the date hereof, by and among the Members of the Company, (the "Operating Agreement") (capitalized terms used but not otherwise defined herein shall have the meaning given them in the Operating Agreement), the Electing Member hereby elects, effective as of the close of the Effective Fiscal Year, to be obligated to contribute to the Company upon the liquidation of the Electing Member's Membership Interest (within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations) an amount equal to the negative balance in such Member's Capital Account; provided however, that in no event shall such obligation exceed _____ dollars (\$_____.00) (the "Maximum DRO Amount"), all as governed by Section 6.8.3 of the Operating Agreement.

ELECTING MEMBER:

Print Name:_____

Read and accepted by the Manager on behalf of the Company as of the ____ day of _____, _____.

MANAGER:

By:_____
Its:_____

**OPERATING AGREEMENT
OF
PRESTWICK BLUE RIDGE FAMILY I GP, LLC**

THIS OPERATING AGREEMENT OF PRESTWICK BLUE RIDGE FAMILY I GP, LLC is made effective as of the 10th day of February, 2025 by and among the undersigned, and solely for purposes of Article IX herein, Charles M. Young, Jr. ("Young"), Edrick J. Harris ("Harris"), and Harold B. Dampier ("Dampier").

W I T N E S S E T H:

WHEREAS, Prestwick Blue Ridge Family I GP, LLC (the "Company") was formed effective as of the 10th day of February, 2025 (the "Formation Date") by the filing of Articles of Organization (as may be amended from time to time, the "Articles of Organization") with the Secretary of State of the State of Georgia (the "Secretary of State");

WHEREAS, the undersigned Briland Holdings, LLC, a Wyoming limited liability company ("Briland"), Augustine Management, LLC, a Wyoming limited liability company ("Augustine"), (Briland and Augustine each a "Founding Member Assignee" and together the "Founding Member Assignees"), CMY GP Holdings, LLC ("CMY"), EJH GP Holdings LLC ("EJH") and HBD GP Holdings, LLC ("HBD"), constituting all of the initial members ("Members") of the Company, desire to set forth herein their agreement with respect to the Company (the "Agreement");

WHEREAS, Wiley A. Tucker, III ("Tucker") is the sole member of Briland; Richard D. Lee ("Lee") is the sole member of Augustine; Young is the sole member of CMY, Harris is the sole member of EJH, and Dampier is the sole member of HBD.

WHEREAS, Lee and Tucker are the initial managers of the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE GEORGIA UNIFORM SECURITIES ACT OF 2008, AS AMENDED, IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION SET FORTH IN SECTION 10-5-11(14) OF SUCH ACT. IN ADDITION, THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1933 PROVIDED BY SECTION 4(2) THEREOF, NOR HAVE THEY BEEN REGISTERED WITH THE SECURITIES COMMISSION OF CERTAIN STATES IN RELIANCE UPON CERTAIN EXEMPTIONS FROM REGISTRATION. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED, EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN A TRANSACTION WHICH IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

ARTICLE I

DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act.” The Georgia Limited Liability Company Act at O.C.G.A. Section 14-11-100, et seq., as amended from time to time (or any corresponding provision of succeeding law).

“Adjusted Capital Account” shall have the meaning with respect to any Member, the balance of such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) increase (credit) such Capital Account for any amounts that such Member is deemed to be obligated to restore pursuant to the penultimate sentence of Sections 1.704-2(g)(1) and -2(i)(5) of the Regulations; and

(ii) decrease (debit) such Capital Account for the items described in Section 1.704-1(b)(2)(ii)(d)(4) through (6) of the Regulations.

The provisions of this definition are intended to comply with the requirements of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be applied in a manner consistent therewith.

“Adjustment Year.” The Company's taxable year in which (i) in the case of an adjustment pursuant to the decision of a court in a proceeding brought under Code Section 6234, such decision becomes final, (ii) in the case of an Administrative Adjustment Request, such Administrative Adjustment Request is made, or (iii) in any other case, a notice of final Partnership Adjustment is mailed under Code Section 6231 or, if the Company waives the restrictions under Code Section 6232(b) (regarding limitations on assessment), the date the waiver is executed by the Service.

“Adjustment Year Member.” Any Person who held an interest in the Company at any time during an Adjustment Year.

“Administrative Adjustment Request.” An administrative adjustment request under Code Section 6227.

“Agreement.” As defined in the recitals hereto.

“Articles of Organization” As defined in the recitals hereto.

“Book Value.” With respect to any property, the property's adjusted basis for federal income tax purposes, except as follows:

(i) the initial Book Value of any property contributed by a Member to the

Company shall be the gross fair market value of such property, as determined by the contributing Member and the Manager;

(ii) The Book Values of all Company property shall be adjusted to equal their respective gross fair market values (taking Section 7701(g) of the Code into account), as determined by the Manager, as of the following times: (A) the acquisition of an additional Membership Interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for a Membership Interest; (C) the “liquidation” of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations; and (D) in connection with the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a member capacity, or by a new Member acting in a member capacity in anticipation of being a Member; provided, however, that adjustments pursuant to clauses (A) and (B) shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Book Value of any Company property distributed to any Member shall be adjusted to equal the gross fair market value of such property on the date of distribution, as determined by the distributee and the Manager;

(iv) The Book Values of all Company property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such property pursuant to Sections 732(d), 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations; provided, however, that Book Values shall not be adjusted pursuant to this clause (iv) to the extent the Manager determines that an adjustment pursuant to clause (ii) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (iv).

If the Book Value of any property has been determined or adjusted pursuant to clauses (i), (ii) or (iv) of this definition, such Book Value shall thereafter be adjusted in accordance with Section 8.3.1 hereof.

“Call Option Member.” As defined in Section 9.5.1 hereof.

“Call Option Price.” As defined in Section 9.5.1 hereof.

“Capital Account.” With respect to each Member, an account maintained on the books and records of the Company which is:

(i) increased (credited) for (A) the amount of any Capital Contribution made by the Member, (B) Net Profits allocated to such Member pursuant to Section 8.2.2 hereof, (C) and items of income or gain allocated to such Member pursuant to Section 8.2.3 hereof; and

(ii) decreased (debited) for (A) the amount of money distributed to such Member by the Company (exclusive of any amount paid to such Member and treated as a guaranteed payment within the meaning of Section 707(c) of the Code), (B) the Book Value of any property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code), (C) Net Losses allocated to such Member pursuant to Section 8.2.1 hereof, and (D) any items of loss or deduction allocated to such Member pursuant to Section 8.2.3 hereof.

After reflecting the Member's Initial Capital Contributions therein, the Members' respective initial Capital Account balances are as set forth on Exhibit "A" attached hereto. The provisions hereof governing the maintenance of Capital Accounts are intended to satisfy the requirements of Section 1.704-1(b)(2)(iv) of the Regulations and shall be interpreted and applied in a manner consistent therewith.

"Capital Contribution." Any contribution made by a Member to the capital of the Company, whether in the form of cash or property, and whether made contemporaneously with the execution of this Agreement or at any time thereafter. The value of any Capital Contribution shall be the amount of cash and the Book Value of any property other than cash, contributed by the Member to the Company (reduced for any liabilities encumbering the property or which are assumed by the Company in connection with such contribution), as determined by the Manager and the contributing Member.

"Code." The Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law). Where appropriate the Code shall mean as amended by the Partnership Audit Rules.

"Company." As defined in the recitals hereto..

"Company DRO Obligation." As defined in Section 7.4.2 hereof.

"Default Rule." A rule or provision in the Act which (i) structures, defines, or regulates the finances, governance, operations or other aspects of a limited liability company organized under the Act; and (ii) applies except to the extent it is negated or modified through the provisions of a limited liability company's articles of organization or operating agreement. By way of example and not limitation, Default Rules include (A) the provisions of Section 14-11-307 of the Act, concerning conflicting interest transactions; (B) the provisions of Section 14-11-308 of the Act, concerning approval rights of Members; (C) the provisions of Section 14-11-407(a)(2) of the Act, concerning certain limitations on distributions where there are preferential rights to distributions upon liquidation; (D) the provisions of Section 14-11-1002 of the Act, concerning dissenters' rights; and (E) the provisions of Section 14-11-903(a) of the Act, concerning the consent of Members to merge the Company with another entity.

"Depreciation." For each fiscal year or other period, an amount equal to the federal income tax depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its

adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period is zero, Depreciation shall be determined with reference to such beginning Book Value using any reasonable method selected by the Manager.

“Effective Fiscal Year.” As defined in Section 7.4.3 hereof.

“Entity.” Any general partnership, limited partnership, limited liability company (including a disregarded entity described in Treas. Reg. § 301.7701-2(c)(2)(i)), corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

“Fiscal Year.” Except as otherwise provided in this definition, the twelve (12) month period commencing on January 1 of each calendar year and ending on December 31 of each calendar year, with the first Fiscal Year commencing on the Formation Date and ending on December 31, 2021 and the last Fiscal Year being the period beginning on January 1 of the year in which the final liquidation and termination of the Company is completed and ending on the date such final liquidation and termination is completed. To the extent any computation or other provision hereof provides for an action to be taken on the basis of a Fiscal Year, an appropriate proration or other adjustment shall be made in respect of the initial and final Fiscal Years to reflect that such periods are less than twelve (12) month periods.

“General Partner.” As defined in Section 7.4.2 hereof.

“Imputed Underpayment.” As set forth in Section 6225 of the Code.

“Indemnified Person.” As defined in Section 10.1.1 hereof.

“Indirect Member.” Any Person who has an interest in the Company through its interest in one or more Pass-Through Entities that hold a direct or indirect interest in the Company.

“Majority Interest.” Members who own, in the aggregate, more than fifty percent (50%) of the total Percentage Interests owned by all Members.

“Manager.” A Person designated as a manager or co-manager pursuant to this Agreement. Effective as of the date hereof, Wiley A. Tucker, III and Richard D. Lee are designated as the initial “Co-Managers” of the Company.

“Maximum DRO Amount.” As defined in Section 7.4.3 hereof.

“Member.” Each Person who executes a counterpart of this Agreement as a Member and each Person who may hereafter become a Member in accordance with this Agreement. To the extent a Manager acquires a Membership Interest, it will have all the rights of a Member with

respect to such Membership Interest. The term "Member" as used herein shall include a Manager to the extent it has purchased or holds such Membership Interest.

"Member Action." As defined in Section 6.2 hereof.

"Member DRO Share." As defined in Section 7.4.2 hereof.

"Member Nonrecourse Deduction." With respect to the Company, a "partner nonrecourse deduction" within the meaning of Section 1.704-2(i) of the Regulations.

"Membership Interest." A Member's entire interest in the Company, including such Member's right to receive allocations and distributions pursuant to this Agreement and the right to participate in the management of the business and affairs of the Company in accordance with this Agreement, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement.

"Net Profits" or "Net Losses." For each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition shall be added to such taxable income or loss;

(ii) any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as such pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(iii) if the Book Value of Company property is revalued pursuant to clauses (ii), (iii) or (iv) of the definition herein of Book Value and such revaluation is not also subject to Section 8.2.3.3 hereof, then the net increase or net decrease in the Book Value of all Company property resulting therefrom shall be added to (with respect to a net increase) or subtracted from (with respect to a net decrease) such taxable income;

(iv) if any Company property has a Book Value which differs from the property's adjusted basis for federal income tax purposes, including any adjustment under clause (iii) of the definition herein of Book Value, then Net Profits and Net Losses shall be determined by taking into account such adjustment as gain or loss from the disposition of such property; and

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period;

(vi) any item of Company income, gain, loss or deduction that is allocated to the Members under Section 8.2.3 hereof shall not be taken into account in computing Net Profits and Net Losses.

“Nonrecourse Deduction.” With respect to the Company, a “nonrecourse deduction” within the meaning of Sections 1.704-2(b)(1) and 1.704-2(c) of the Regulations.

“Notices.” As defined in Section 14.12 hereof.

“Partnership Adjustment.” Any adjustment to any Company partnership related items as described in Code Section 6241(2) or any Member’s distributive share thereof or as described in any applicable Regulations or other guidance prescribed by the Service.

“Partnership Audit Rules.” Subchapter 63C of the Code (as enacted by the Bipartisan Budget Act of 2015, P.L. 114-74), as amended, and the Regulations promulgated thereunder, as amended from time to time.

“Party.” A Person who was, is, or is threatened to be made a named defendant or respondent in a Proceeding.

“Pass-Through Entity.” A pass-through entity that holds an interest in the Company, including a partnership (as described in Treas. Reg. § 301.7701-2(c)(1), a foreign entity that is classified as a partnership under Treas. Reg. § 301.7701-3(b)(2)(i)(A) or (c), an S corporation, a trust (other than a trust described in the next sentence) and a decedent’s estate. For purposes of this definition, a pass-through entity does not include a disregarded entity described in Treas. Reg. § 301.7701-2(c)(2)(i) or a trust that is wholly owned by only one Person, whether the grantor or another Person, and the trust reports the owner’s information to payors under Treas. Reg. § 1.671-4(b)(2)(i)(A).

“PDC.” As defined in Section 9.5.2(a) hereof.

“PDC Operating Agreement.” As defined in Section 9.5.2(a) hereof.

“Percentage Interest.” With respect to each Member and for the purposes specified herein, the number expressed as a percentage set forth in Article IV hereof.

“Permitted Transfer.” As defined in Section 9.2.2 hereof.

“Permitted Transferee.” As defined in Section 9.2.2 hereof.

“Person.” Any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

“Postal Service.” As defined in Section 14.12 hereof.

“Prestwick Call Option.” As defined in Section 9.5.1 hereof.

“Prime Rate” “means the “prime rate” as published in The Wall Street Journal (Eastern Edition) under its “Money Rates” column and specified as “[t]he base rate on corporate loans at large U.S. commercial banks,” or, if no longer published as such, the rate of interest announced from time to time by Bank of America, N.A., as its prime rate, base rate or reference rate. If The Wall Street Journal (Eastern Edition) publishes more than one “Prime Rate” under its “Money Rates” column, then the Prime Rate shall be the average of such rates. If The Wall Street Journal (Eastern Edition) is not published on a date when Prime Rate is to be determined, then Prime Rate shall be the Prime Rate published on the date which first precedes the date on which Prime Rate is to be determined.

“Proceeding.” Any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative and whether formal or informal.

•
“Project Guarantee.” As defined in Section 9.5.4 hereof.

“Regulations.” The Federal Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Regulatory Allocations.” As defined in Section 8.2.3.4 hereof.

“Reviewed Year.” The Company’s taxable year to which a Partnership Adjustment relates.

“Reviewed Year Member.” Any Person who held an interest in the Company at any time during the Reviewed Year.

“Secretary of State.” The Secretary of State of the State of Georgia.

“Securities Act.” As defined in Section 14.11 hereof.

“Service.” The Internal Revenue Service.

“Super Majority Interest.” Members who own, in the aggregate, seventy percent (70%) or more of the total Percentage Interests owned by all Members.

“Transfer.” As a noun, a sale, transfer, assignment, conveyance, gift, pledge, encumbrance or hypothecation; as a verb, to sell, transfer, assign, convey, gift, pledge encumber or hypothecate.

“Transferring Member.” A Member who Transfers for consideration or gratuitously all or any portion of its Membership Interest in accordance with this Agreement.

“Ultimate Owner.” An individual that owns any direct or indirect interest (including through any Entity or as a trust beneficiary or the grantor of such trust) in a Member that is an Entity, which as of the date hereof shall include Tucker, Lee, Young, Harris, and Dampier.

ARTICLE II

FORMATION OF COMPANY

2.1 Formation. The Company was formed by the execution and delivery of the Articles of Organization to the Secretary of State in accordance with the provisions of the Act.

2.2 Name. The name of the Company is “Prestwick Blue Ridge Family I GP, LLC”.

2.3 Principal Places of Business and Registered Agents. The principal place of business of the Company within the State of Georgia is 3715 Northside Parkway, 200 Northcreek, Suite 175, Atlanta, Georgia 30327. The Company may locate its places of business and registered office at any other place or places as the Managers may from time to time deem advisable, both within and without the State of Georgia.

2.4 Term. The term of the Company commenced on the date the Articles of Organization were filed with the Secretary of State and shall continue in existence perpetually unless the Company is dissolved and its affairs wound up in accordance with the Act or this Agreement.

ARTICLE III

PURPOSE AND BUSINESS OF COMPANY

3.1 Purpose and Business of the Company. The business and purpose of the Company shall be to:

3.1.1 Exercise all powers that may be exercised legally by limited liability companies under the Act and engage in any lawful business, purpose or activity in which a limited liability company may be engaged under the Act.

3.1.2 Engage in all activities necessary, customary, convenient, or incident to such business and purpose in which a limited liability company may be engaged under the Act.

ARTICLE IV

MEMBER INFORMATION

4.1 Names, Addresses, Percentage Interests, Initial Capital Contributions, and Initial Capital Account Balances. The name, address, Percentage Interest, initial Capital Contribution and initial capital account balance of each Member is as set forth on Exhibit “A” hereto.

ARTICLE V

MANAGEMENT

5.1 Management by the Managers.

5.1.1 General. Subject to the other terms of this Agreement, the management of the Company shall be vested in one or more Managers, said Managers to be elected by the affirmative vote of a Super Majority Interest. A Manager need not be a Member, a natural person, or a resident of the State of Georgia. The Members hereby elect and appoint Wiley A. Tucker, III and Richard D. Lee as the initial Co-Managers. Subject to the limitations and restrictions set forth in this Agreement, including those set forth in this Article V, the Co-Managers shall act on behalf of the Company in all matters affecting the day-to-day management and supervision of the Company and its business affairs, and shall have all rights and powers generally conferred by law or otherwise necessary, advisable or consistent therewith. In addition to any other rights and powers (but subject to the limitations and restrictions set forth in this Agreement, including those set forth in this Article V), a Manager (if at any time the Company shall have only one Manager), the Co-Managers, or either of them acting with or without the prior consent of the other Co-Manager, may exercise the following specific rights and powers without any further consent of the Members being required.

(a) To expend the capital and income of the Company to the extent permitted by this Agreement;

(b) To borrow funds on behalf of the Company and, in connection therewith, to pledge the assets of the Company as security for such loans, including the execution and delivery on behalf of the Company of such promissory notes, mortgages, deeds of trust, deeds to secure debt, security agreements or other documents evidencing such loans and/or the granting of security interests in the assets of the Company as may be reasonable and necessary to obtain such loans;

(c) To ask for, collect and receive any income from any property of the Company, or any part or parts thereof, and/or any services provided by the Company and to disburse Company funds for Company purposes to those persons entitled to receive same;

(d) To pay all taxes, licenses or assessments of whatever kind or nature imposed upon or against the Company or its assets, and for such purposes to make such returns and do all other such acts or things as may be deemed necessary and advisable by the Company;

(e) To establish, maintain and supervise the deposit of any monies or securities of the Company with federally insured banking institutions or such other financial institutions as may be selected by the Managers, in accounts in the name of the Company with such institutions;

(f) To institute, prosecute, defend, settle, compromise and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Company

or the Members in connection with activities arising out of, connected with or incidental to this Agreement, and to engage counsel or others in connection therewith.

(g) To retain, employ, manage, supervise, purchase products and services from, and otherwise deal with employees, agents, advisors, attorneys, accountants, and other persons (including persons who are Managers or Members or affiliates of a Manager or Member) in furtherance of the powers and purposes of the Company, on such terms as a Manager deems to be in the best interests of the Company, and to compensate them from Company funds;

(h) To execute for and on behalf of the Company all applications for permits and licenses as the Manager deems necessary and advisable;

(i) To perform all ministerial acts and duties relating to the payment of all indebtedness, taxes and assessments due or to become due with regard to the Company, and to give and receive notices, reports and other communications arising out of or in connection with the conduct of the Company's business; and

(j) To conduct the affairs of the Company with the general objective of financial gain.

5.1.2 Execution of Documents by Co-Managers. (a) Notwithstanding that the Company may from time to time have Co-Managers, and unless otherwise expressly set forth in this Agreement, the provisions of this Agreement shall be construed as permitting any Co-Manager to act on behalf of, and to bind, the Company without the requirement of obtaining the consent or signature of any other Co-Manager, it being the intent of the Members to permit either Co-Manager, acting alone, to act on behalf of the Company, to execute and deliver contracts, deeds, mortgages, deeds of trust, deeds to secure debt, security agreements, promissory notes, and/or other documents on behalf of the Company and that all such contracts, security agreements, liens, deeds, promissory notes, and/or other documents executed and delivered by a single Co-Manager on behalf of the Company shall be binding upon the Company; (b) All contracts, agreements and other documents or instruments affecting or relating to the business and affairs of the Company may be executed on the Company's behalf only by a Manager, Co-Manager (as set forth in sub-paragraph (a) above) or a duly authorized officer appointed by the Co-Managers pursuant to Section 5.2 hereof.

5.2 Officers. The Managers may appoint in writing, from time to time, such officers of the Company as the Managers deem necessary or advisable, each of whom shall have such title, powers, authority and responsibilities (including, without limitation, the power and authority to sign documents on behalf of the Company) as are delegated by the Managers from time to time; provided however, that the Managers may only delegate power, authority and responsibility as is granted by this Agreement to the Managers. Each such officer shall be subject to removal by the Managers in the Managers' sole and absolute discretion, with or without cause. The officers of the Company may include, but shall not be limited to, the following: Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Vice Presidents, and Secretary.

5.3 Banking. All funds of the Company shall be deposited in its name in an account or accounts as shall be designated from time to time by the Managers. All funds of the Company shall be used solely for the business of the Company. All withdrawals from the Company bank accounts shall be made only upon check signed by a Manager.

5.4 Compensation; Reimbursements. Except as otherwise provided herein, a Manager shall not receive any fees or other compensation for its services hereunder. Notwithstanding the foregoing, a Manager and any Affiliates thereof may request reimbursement, and shall be reimbursed by the Company, for all actual out-of-pocket expenses incurred in furtherance of the Company's business.

5.5 Manager(s).

5.5.1 Duties of the Managers.

5.5.1.1 Duties. A Manager shall devote whatever time, effort and skill as it reasonably believes is required to fulfill the Manager's obligations under this Agreement and shall act in a manner a Manager determines, in good faith, to be in the best interests of the Company and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

5.5.1.2 Manager's Time and Effort; No Conflicts on Restrictions or Other Activities. A Manager may engage or invest in, and devote its time to, any other business venture or activity of any nature and description (independently or with others). Each Manager acting on its own behalf may engage in whatever activities such Manager chooses without having or incurring any obligation to offer any interest in such activities to the Company or any Member or require any Member to permit the Company or any Member to participate in any such activities, and, as a material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes, and renounces any such right or claim of participation.

5.5.2 Restrictions on the Managers. Notwithstanding anything in this Agreement to the contrary (except if the provision in question expressly indicates that a described action may be taken without the approval of the Members or without compliance with this Section 5.5.2), neither a Manager, the Co-Managers nor any Member shall have any authority to do any of the following acts on behalf of the Company without the approval of a Super Majority Interest:

- (a) acquiring (by purchase, lease, or otherwise) any real property;
- (b) selling all, or substantially all, of the Company's assets;
- (c) borrowing money or otherwise incurring an obligation (for example, an obligation to purchase an asset) in a principal amount in excess of \$25,000;
- (d) mortgaging or granting a security interest in assets of the Company then having a fair market value (as reasonably determined by the Co-Managers) in excess of \$25,000;

- (e) merging or consolidating the Company with or into any other entity;
- (f) causing or permitting the Company to extend credit to, or to make any loans to, or become a surety, guarantor, endorser or accommodation endorser for, any other person, firm, or entity.

5.5.3 Term. A Manager shall hold office until the first to occur of the following:

5.5.3.1 Removal by a Super Majority Interest, which removal may be for any reason, with or without cause. Any such removal shall be effective upon notice to the removed Manager by the Super Majority Interest (or at such later date as may be specified by a Super Majority Interest).

5.5.3.2 Resignation by the Manager upon no less than ten (10) days' written notice to the Members.

5.5.3.3 With respect to a Manager who is an individual, the death of the Manager or entry of an order by a court of competent jurisdiction adjudicating the Manager incompetent to manage his or her person or his or her property.

The resignation, removal or other termination of a Person as a Manager who is also a Member shall not affect the Person's rights as a Member and shall not constitute a withdrawal of a Member.

5.5.4 Election and Qualifications. Manager(s) and all successor Managers shall be elected by the affirmative vote of a Super Majority Interest.

ARTICLE VI

RIGHTS, OBLIGATIONS AND ACTIONS OF MEMBERS

6.1 Limited Participation in Management by Members. Except as otherwise expressly provided in this Agreement, no Member shall participate in the management of the Company or have any control over the Company or its business or have any right or authority to act for or to bind the Company. Except as expressly provided in this Agreement, no Member shall have the right to vote on or consent to any other matter, act, decision or document involving the Company or its business.

6.2 Actions/Consents By the Members. In any instance where any approval, election, consent, designation, vote, action or determination of the Members is expressly required or provided for in this Agreement (a "Member Action"), such Member Action may be taken either (a) at a meeting of the Members where Members owning the Percentage Interests required for such Member Action affirmatively vote to approve such Member Action, or (b) without a meeting if the Member Action is evidenced by one or more written consents describing the Member Action taken, signed by the Members entitled to take such action and delivered to the Managers for inclusion in the Company records. Such Member Action without a meeting will be effective when the Members required to approve such Member Action have signed the consent(s), unless the consent(s)

specify(ies) a different effective date. The execution and delivery of any document or consent by any Person with apparent authority to act for or on behalf of a Member shall be conclusive evidence of the authorization to the Company, its other Members and the Managers, and any third party shall be authorized to rely conclusively thereon. Unless otherwise expressly provided herein with respect to any specific matter, any Member Action shall require the approval of a Majority Interest.

6.3 Limitation on Liability. Each Member's liability shall be limited as set forth in this Agreement, the Act and other applicable law.

6.4 No Liability for Company Obligations. No Member will have any personal liability for any debts or losses of the Company beyond the Member's respective Capital Contributions, except as provided by law.

6.5 Priority and Return of Capital. Except as may be expressly provided in this Agreement, no Member shall have priority over any other Member, either as to the return of Capital Contributions or as to net profits, net losses or distributions, and no Member shall have the right to demand or receive property other than cash as a distribution pursuant to this Agreement.

6.6 Other Activities of Members. A Member (and the Ultimate Owner(s) of such Member) may engage or invest in, and devote its time to, any other business venture or activity of any nature and description (independently or with others). Each Member or an Ultimate Owner of such Member (acting on its own behalf) may engage in whatever activities they choose without having or incurring any obligation to offer any interest in such activities to the Company, any Member, or any other Person or require any Member to permit the Company, any Member, or any other Person to participate in any such activities, and, as a material part of the consideration for the execution of this Agreement by each Member and Ultimate Owner, each Member and Ultimate Owner hereby waives, relinquishes, and renounces any such right or claim of participation.

6.7 Withdrawal or Dissociation. Each Member expressly agrees that by virtue of this Section 6.7, the Member will not have the power or authority to withdraw from the Company unless such Member Transfers the Member's entire Membership Interest pursuant to this Agreement or a dissolution of the Company occurs pursuant to this Agreement. If, notwithstanding any other portion of this Section 6.7, a Member withdraws or dissociates from the Company prior to the Transfer of the Member's entire Membership Interest pursuant to this Agreement or prior to the dissolution of the Company pursuant to this Agreement, then such Member shall not be entitled to any distributions from the Company as a result of such withdrawal or dissociation.

ARTICLE VII

CONTRIBUTIONS TO THE COMPANY AND FINANCING

7.1 Capital Contributions. Initial Capital Contributions have been made in such amounts and in such form as set forth in Exhibit "A" hereto. Except as provided in Section 7.4, no additional Capital Contribution shall be required from any Member. Additional Capital Contributions may be made from time to time by any Member on such terms and conditions as such Member and the Co-Managers may from time to time agree.

7.2 Loans. Any Manager, from time to time, may cause the Company to borrow funds from any Person, including any Member or any Affiliate of such Member, for any Company purpose upon commercially reasonable terms. No Member or any Affiliate of a Member shall be required or permitted to make any loans or otherwise lend any funds to the Company, except as approved by such Member and a Manager. No loans made by any Member or its Affiliate to the Company shall have any effect on such Member's Percentage Interest, such loans representing a debt of the Company payable or collectible solely from the assets of the Company, non-recourse to any Member (including a Manager) in accordance with the terms and conditions upon which such loans were made. All such loans made by any Member, or any Affiliate of a Member, shall be segregated in a separate loans payable account.

7.3 Withdrawal; Reduction of Members' Capital Contributions. No Member shall be entitled to withdraw any part of the Member's Capital Contributions or to receive any distribution, except as expressly provided herein, and no Member shall have the right to receive property other than cash. Except as otherwise provided herein, no Member shall have priority over any other Member as to the return of any Capital Contributions or the right to receive any distributions from the Company other than in the form of cash.

7.4. Negative Capital Accounts.

7.4.1 Except as otherwise provided in Section 7.4.2 or 7.4.3, no Member shall have any obligation to make any additional Capital Contributions to the Company solely as a result of any negative balance that may exist at any time in the Member's Capital Account and any such negative balance shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

7.4.2 If the Company is obligated to make a contribution to Blue Ridge Family I GP, LLC, a Georgia limited liability company (the "General Partner") pursuant to Section 6.8.2 of that certain Operating Agreement of Blue Ridge Family I GP, LLC (a "Company DRO Obligation"), then each Member shall be obligated to contribute to the Company a dollar amount equal to its Percentage Interest multiplied by the dollar amount of the Company DRO Obligation (such contribution amount, the "Member DRO Share"). All Capital Contributions required to be made by a Member pursuant to this Section 7.4.2 shall be made within ten (10) days of the date the Company must make a capital contribution to the General Partner pursuant to a Company DRO Obligation or such other time frame required by the General Partner. For the avoidance of doubt, each Member shall be severally, but not jointly, liable for only its respective Member DRO Share of each corresponding Company DRO Obligation. The Members intend for this Section 7.4.2 to prevent a Company DRO Obligation(s) from being disregarded pursuant to Regulation Section 1.704-1(b)(2)(ii)(c)(4) and this Section 7.4.2 shall be interpreted consistent therewith.

7.4.3 In the event that the Company is liquidated within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g), if a Member's Capital Account has a deficit balance (after giving effect to all contributions, distributions and allocations and Capital Account

adjustments other than this Section 7.4.3), such Member is obligated to restore a deficit in their Capital Account up to a limited dollar amount equal to their respective Member DRO Share. Any further obligation of a Member to restore a deficit in such Member's Capital Account in excess of their respective Member DRO Share shall be zero until such Member executes and delivers to a Manager a written election to have an additional amount apply in the form set forth in Exhibit "B" attached hereto and such election is accepted by such Manager in its sole and absolute discretion. Such an election may be made effective as of the last day of any Fiscal Year (such Fiscal Year when an election becomes so effective, the "Effective Fiscal Year") so long as the election is made by the due date, without regard to extensions, for filing the Company's federal income tax return for the Effective Fiscal Year. Once an election has been timely made and accepted, that election cannot be withdrawn and except as set forth in the immediately succeeding sentence, the amount of a Member's obligation with respect to any negative Capital Account balance arising pursuant to such an election may not be reduced from the amount specified in the election (the "Maximum DRO Amount") for any reason after the election is made. Notwithstanding the foregoing, the Member's respective Member DRO Share or Maximum DRO Amount, as the case may be, may be increased or reduced by written notice from such Member, at its sole discretion, at any subsequent date, but no subsequent reduction to its respective Member DRO Share or Maximum DRO Amount shall reduce the same below such Member's deficit balance in its Capital Account (as such Capital Account is increased by such Member's share of Company minimum gain determined pursuant to Section 1.704-2(g) of the Regulations, Member nonrecourse debt minimum gain (if any) determined pursuant to Section 1.704-2(i) of the Regulations, and such Member's Capital Contributions) at the end of the Company's immediately preceding tax year.

ARTICLE VIII

DISTRIBUTIONS AND ALLOCATIONS

8.1 Distributions. Company distributions shall be made at such times and in such amounts as the Co-Managers determine. All Company distributions shall be made to the Members in the following order and priority:

8.1.1 First, to the Members to the extent of, and in proportion to, the cumulative Capital Contributions made to the Company by each Member in accordance with Article VII hereof (such capital contributions shall exclude any contribution of a Member DRO Share or Maximum DRO Amount); and

8.1.2 Second, the balance, if any, to the Members in accordance with their respective Percentage Interests.

8.2 Allocations. All Company Net Profits, Net Losses, income, gains, losses, deductions and credits shall be allocated among the Members as provided herein, but in such manner as the Co-Managers unanimously determine in their sole and absolute discretion to result in such allocations being in accordance with the "partners' interest in the partnership" within the meaning of Regulation Section 1.704-1(b)(3). The Co-Managers are authorized to adjust such allocations if necessary to comply with Code Section 704(b) and the Regulations thereunder.

8.2.1 Net Losses. After making any allocations required by Section 8.2.3 hereof and subject to the last two sentences of this Section 8.2.1, Net Losses for each Fiscal Year shall be allocated among the Members proportionally in accordance with their Percentage Interests.

Notwithstanding the foregoing, in no event shall the Net Losses allocated to any Member cause the Member to have a negative Adjusted Capital Account balance, or increase a negative Adjusted Capital Account balance for any Member. All Net Losses in excess of the limitation set forth in this sentence shall be allocated to the other Members in accordance with their respective positive Adjusted Capital Account balances.

8.2.2 Net Profits. After making any allocations required by Section 8.2.3 hereof, Net Profits for each Fiscal Year shall be allocated among the Members proportionally in accordance with their Percentage Interests.

8.2.3 Special Allocations. Prior to making any allocations pursuant to Section 8.2.1 or 8.2.2 hereof, the following special allocations shall be made each Fiscal Year, to the extent required, in the following order:

8.2.3.1 Minimum Gain Chargeback; Qualified Income Offset. Items of Company income and gain shall be allocated for any Fiscal Year to the extent, and in an amount sufficient to satisfy the “minimum gain chargeback” requirements of Section 1.704-2(f) and (i)(4) of the Regulations and the “qualified income offset” requirement of Section 1.704-1(b)(2)(ii)(d)(3) of the Regulations.

8.2.3.2 Member Nonrecourse Deductions and Nonrecourse Deductions. Member Nonrecourse Deductions shall be allocated to the Member who bears the economic risk of loss associated with such deductions, in accordance with Section 1.704-2(i) of the Regulations. Nonrecourse Deductions shall be allocated in accordance with the Members' Percentage Interests.

8.2.3.3 Certain Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) or 743(b) of the Code is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with the requirements of Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations.

8.2.3.4 Curative Allocations. The allocations set forth in the last two sentences of Section 8.2.1 hereof and Sections 8.2.3.1 through 8.2.3.3 hereof (the “Regulatory Allocations”) are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company

income, gain, loss, or deduction pursuant to this Section 8.2.3.4. Therefore, notwithstanding any other provision of this Article VIII (other than the Regulatory Allocations), such offsetting special allocations of Company income, gain, loss, or deduction shall be made in whatever manner the Co-Managers determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 8.2.1 (without regard to the last two sentences thereof) and 8.2.2 hereof. In making such allocations, the Co-Managers shall take into account future Regulatory Allocations under Section 8.2.3.1 hereof that, although not yet made, are likely to be made in the future and offset other Regulatory Allocations previously made under Section 8.2.3.2 hereof.

8.3 Other Allocation Rules.

8.3.1 Tax / Book Differences. If the Book Value of any Company property, pursuant to Section 1.704-1(b)(2)(iv)(d) or (f) of the Regulations and the definition of Book Value in Article I hereof, differs from the adjusted tax basis of such property, then allocations with respect to such property for income tax purposes shall be made in a manner which takes into consideration differences between such Book Value and such adjusted tax basis in accordance with Section 704(c) of the Code, the Regulations promulgated thereunder and Section 1.704-1(b)(2)(iv)(f)(4) of the Regulations. Such allocations for income tax purposes shall be made using such method(s) permitted pursuant to such provisions which the Co-Managers, in their sole and absolute discretion, select. Such tax allocations shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, other items, or distributions pursuant to any provision of this Agreement. Any allocations with respect to any such property for purposes of maintaining the Members' Capital Accounts, and the determination of Net Profits and Net Losses, shall be made by reference to the Book Value of such property, and not its adjusted tax basis, all in accordance with Section 1.704-1(b)(2)(iv)(g) of the Regulations.

8.3.2 Allocations of Items. Any allocation to a Member of Net Profits or Net Losses shall be treated as an allocation to such Member of the same share of each item of income, gain, loss or deduction that is taken into account in computing Net Profits or Net Losses. Unless otherwise specified herein to the contrary, any allocation to a Member of items of Company income, gain, loss, deduction or credit (or item thereof) shall be treated as an allocation of a pro rata portion of each item of Company income, gain, loss, deduction or credit (or item thereof).

8.3.3 Consent and Tax Reporting. The Members are aware of the income tax consequences of the allocations made by this Article VIII and hereby agree to be bound by the provisions of this Article VIII in reporting their shares of Company income and loss for income tax purposes.

8.3.4 Treatment of the Company as a Partnership for Income Tax Purposes. The Members intend that the Company shall be treated as a partnership for federal and state

income tax purposes, and neither the Members nor any Manager shall take any action to change such treatment, unless and until all of the Members decide that the tax status of the Company shall be changed.

8.3.5 Section 704(b) Allocations. Each item of income, gain, loss, deduction or credit for federal income tax purposes that corresponds to an item of income, gain, loss or expense that is either taken into account in computing Net Profits or Net Losses or is specially allocated pursuant to this Agreement (a “Book Item”) will be allocated among the Members in the same proportion as the corresponding Book Item is allocated among them.

8.3.6 Allocation of Excess Nonrecourse Liabilities. Solely for the purpose of allocating excess nonrecourse liabilities (as defined in Regulation Section 1.752-3) of the Company among the Members in connection with the determination of the Members’ adjusted tax bases for their interests in the Company, in accordance with Section 752 of the Code and the Regulations from time to time promulgated thereunder, the Members agree that such excess nonrecourse liabilities shall be shared by the Members pro-rata in accordance with their Percentage Interests and that each Member’s interest or share in Company profits equals the Member’s Percentage Interest.

8.3.7 Special Allocation. Notwithstanding anything in the contrary herein, any Net Losses, losses or deductions allocated to the Company from the General Partner as a result of a Company DRO Obligation shall be allocated among the Members proportionally in accordance with their Percentage Interests; except as the Members may otherwise agree in any written instrument. Gains recognized from the sale of the Company’s assets or as allocated from the General Partner shall be allocated (i) first, to the Members with negative or deficit Capital Account balances, that portion of gains (including any gains treated as ordinary income for federal income tax purposes) which is equal in amount to, and in proportion to, such Member’s respective negative or deficit Capital Accounts in the Company; provided, that no gain shall be allocated under this Section 8.3.7 to a Member once such Member’s Capital Account is brought to zero; and (ii) second, gain in excess of the amount allocated under (i) shall be allocated to the Members in the amount and to the extent necessary to increase the Member’s respective Capital Accounts so that the proceeds distributed under Section 8.1 will be distributed in accordance with the Member’s respective Capital Accounts.

8.3.8 Allocation of Section 45L Tax Credits. Any tax credits available to the Company under Section 45L of the Code, including such tax credits allocated to the Company from the General Partner, shall be allocated among the Members proportionally in accordance with their Percentage Interests.

ARTICLE IX

TRANSFER OF MEMBERSHIP INTERESTS; NEW MEMBERS

9.1 General Restrictions on Transfer of Interests. Each of the Members hereby covenants and agrees that it will not Transfer all or any part of its Membership Interest in the Company to any Person other than as permitted by this Article IX. Each Ultimate Owner hereby

covenants and agrees that it will not Transfer all or any part of its interest in a Member to any Person other than as permitted by this Article IX.

9.2 Permitted Transfers.

9.2.1 A Member may Transfer all or any portion of its Membership Interest only in a Transfer approved by all of the Managers, in their sole and absolute discretion.

9.2.2 An Ultimate Owner may Transfer all or any portion of its interest in a Member only in a Transfer approved by all of the Managers, in their sole and absolute discretion.

9.2.3 Any Transfer permitted by Section 9.2.1 is referred to herein as a “Permitted Transfer,” and any transferee (a “Permitted Transferee”) who receives a Membership Interest pursuant to a Permitted Transfer (the “Transferred Membership Interest”) shall be admitted to the Company as a substitute Member without need for any further approval or action and shall receive and hold such Membership Interest subject to the terms of this Agreement and to the obligations hereunder of the transferor. If there is a Permitted Transfer, the Permitted Transferee shall succeed to the capital account of the Transferring Member to the extent it relates to the Transferred Membership Interest, and, for purposes of applying the allocation and distribution provisions of this Agreement, the Permitted Transferee shall be deemed to have received allocations and distributions previously made to the Transferring Member with respect to the Transferred Membership Interest.

9.3 Restraining Order/Specific Performance.

9.3.1 If (A) any Member shall attempt to Transfer all or any portion of its Membership Interest or (B) any Ultimate Owner shall attempt to Transfer all or any portion of its interest in a Member, in violation of the provisions of this Agreement and any rights hereby granted, then any Manager or any other Member of the Company, in addition to all rights and remedies hereunder and at law and/or in equity, shall be entitled to a decree or order restraining and enjoining such Transfer and the offending party shall not plead in defense thereto that there would be an adequate remedy at law; it being hereby expressly acknowledged and agreed that damages at law will be an inadequate remedy for a breach or threatened breach or violation of the provisions concerning transfers set forth in this Agreement.

9.3.2 In addition, it is expressly agreed that the remedy at law for breach of any of the obligations set forth in this Article IX is inadequate in view of (a) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a party to comply fully with each of said obligations, and (b) the uniqueness of each Member’s business and assets and the relationship of the Members. Accordingly, each of the aforesaid obligations shall be, and is hereby expressly made, enforceable by specific performance.

9.4 Additional Members.

No Person other than a Person admitted to the Company as a Member in accordance with this Agreement shall be a Member or own a Membership Interest.

9.5 Prestwick Call Option.

9.5.1 General. The Founding Member Assignees shall have the express right, in their sole and absolute discretion (or any assignee or designee of such right agreed to by the unanimous consent of the Founding Member Assignees), upon a Call Option Event (as set forth in Section 9.5.2 below) and upon at least thirty (30) days advance written notice to any Member other than a Founding Member Assignee (or a Permitted Transferee of any of them), as applicable (for purposes of this Section 9.5, each of them, including a Permitted Transferee of any of them, a “Call Option Member”), to purchase such Call Option Member’s Membership Interest in the Company (the “Prestwick Call Option”). In the event the Founding Member Assignees (or their assignee or designee) exercise the Prestwick Call Option (as evidenced by delivery of the written notice), each Founding Member Assignee (or its assignee or designee) shall have the first right to purchase the Call Option Member’s Membership Interest in the proportion that the Founding Member Assignee’s Percentage Interest bears to the total Percentage Interests of all Founding Member Assignees who elect to purchase the Call Option Member’s Membership Interest. After the Founding Member Assignees (or their assignee or designee) exercise their right to purchase the Call Option Member’s Membership Interest, any portion or percentage of such Membership Interest that is not purchased shall be purchased or redeemed by the Company. The purchase price for the Call Option Member’s Membership Interest (the “Call Option Price”) shall be as set forth in Section 9.5.3 below. Within thirty (30) days of delivering the written notice to such Call Option Member, the Founding Member Assignees (or their assignee or designee) exercising the Prestwick Call Option shall pay the Call Option Member the Call Option Price by delivery of a promissory note with a payment period of 30 days to five years, such term to be chosen within the sole discretion of the Founding Member Assignees (or their assignee or designee), with interest at the applicable federal rate, and such Call Option Member shall execute an assignment of its Membership Interest to the Founding Member Assignees (or their assignee or designee). During the time period after the exercise of the Prestwick Call Option and prior to the purchase of such Call Option Member’s Membership Interest, such Call Option Member shall have no voting rights hereunder or otherwise with respect to the Company.

9.5.2 Call Option Event. For purposes of this Section 9.5, a “Call Option Event” shall mean any of the following events:

(a)

(i) the involuntary withdrawal of a Call Option Member (or an Ultimate Owner of such Member) from Prestwick Development Company, LLC, a Georgia limited liability company (“PDC”) pursuant to Section 11.5.3 of the Fourth Amended and Restated Operating Agreement of Prestwick Development Company, LLC dated June 15, 2023 with an effective date of January 1, 2023, as may be further amended, modified, supplemented or restated from time to time (the “PDC Operating Agreement”) and

(ii) the involuntary withdrawal of a Call Option Member (or an Ultimate Owner of such Member) based on a Foreclosure Action (as defined in Section 6.10 of the PDC Operating Agreement) with respect to the Call Option

Member (or an Ultimate Owner of such Member) pursuant to Section 11.5.3 of the PDC Operating Agreement;

(b) the withdrawal of a Call Option Member (or an Ultimate Owner of such Member) from PDC in order to pursue opportunities competitive to PDC's business pursuant to Section 11.5.5 of the PDC Operating Agreement;

(c) the sale or Transfer, in whole or in part, of a Call Option Member's Membership Interest in the Company (other than a sale or Transfer of a Call Option Member's Membership Interest in the Company to a Permitted Transferee pursuant to Section 9.2.1 hereof); and

(d) the sale or Transfer, in whole or in part, of an Ultimate Owner's interest in a Call Option Member (whether direct or indirect) (other than as permitted pursuant to Section 9.2.2 hereof).

9.5.3 Call Option Price.

9.5.3.1 Withdrawal; Sale; Transfer. In the event of any Call Option Event as set forth in Sections 9.5.2(a)(i), 9.5.2(b), 9.5.2(c) or 9.5.2(d), the Call Option Price shall be \$100.00.

9.5.3.2 PDC Call Option of Call Option Member. In the event of any Call Option Event as set forth in Sections 9.5.2(a)(ii) the Call Option Price shall be equal to the fair market value of the Call Option Member's Membership Interest as of the date of such Call Option Event. The Call Option Price shall be determined by mutual agreement between the Founding Member(s) and the Call Option Member or his representative. The fair market value of the Call Option Member's Membership Interest shall include discounts for (i) lack of control, (ii) lack of marketability and (iii) other minority discounts and shall also be reduced by any amounts that are otherwise owed by the Call Option Member to the Company. If there is no mutual agreement on the Call Option Price, then the Call Option Price shall be determined by an independent, qualified appraiser mutually acceptable to the Founding Member Assignees exercising the Prestwick Call Option and the Call Option Member or his representative. If the exercising Founding Member Assignee and the Call Option Member (or his representative) cannot agree on a new valuation company then the appraiser shall be chosen by the Company's regular accountant. The appraiser selected shall be familiar with companies that engage in real estate development projects that are substantially similar to the Company's projects and specifically, affordable housing transactions financed with low-income housing tax credits. The Call Option Price determined by such appraiser shall be binding on the exercising Founding Member Assignees (or their assignee or designee) and the Call Option Member.

9.5.4 Release of Guarantees. In the event of any Call Option Event as set forth in Sections 9.5.2(a)(ii), if the Founding Member Assignees purchase the Call Option Members' Membership Interest, the Founding Member Assignees agree to use reasonable efforts to obtain, and to reasonably assist and cooperate with such Call Option Member in order to obtain a release for such Call Option Member (or an Ultimate Owner of such Member) from any guarantees

executed by such Call Option Member (or an Ultimate Owner of such Member) in connection with the financing of the multi-family rental housing apartment complex to be acquired, constructed (or renovated, as applicable) and operated by Blue Ridge Family I, LP, a Georgia limited partnership (each such guarantee, a “Project Guarantee”). In the event the parties are unable to obtain a release for such Call Option Member (or an Ultimate Owner of such Member) from a Project Guarantee, the Founding Member Assignees and such Call Option Member agree to negotiate in good faith in order to enter into a separate agreement providing for the indemnification of such Call Option Member (or an Ultimate Owner of such Member) with respect to such unreleased Project Guarantee with such terms and conditions as the parties may mutually agree upon.

ARTICLE X

INDEMNIFICATION AND EXCULPATION

10.1 Indemnification.

10.1.1 General. The Company, to the fullest extent permitted by the Act and any other applicable law, (a) shall indemnify and hold harmless any Manager or Member, and (b) may, in a Managers’ discretion, indemnify and hold harmless any employee or agent of the Company or any other Person (each Person to be indemnified pursuant to (a) or (b), an “Indemnified Person”) from and against any losses, claims, damages, liabilities or expenses (including, without limitation, attorney’s fees) to which such Indemnified Person may become subject in connection with any matter arising out of or in connection with the Company.

10.1.2 Advance for Expenses. The Company shall, before final disposition of a Proceeding, advance funds to pay for or reimburse the reasonable expenses (including attorneys’ fees) incurred by an Indemnified Person who is a Party to a Proceeding if such Person delivers to the Company a written affirmation of his, her or its good faith belief that his, her or its conduct does not constitute behavior that would prohibit the Company from indemnifying the Indemnified Person pursuant to the Act, and such Member or Manager furnishes the Company a written undertaking, executed personally or on his, her or its behalf, to repay any advances if it is ultimately determined that he, she or it is not entitled to indemnification under this Article X or the Act.

10.1.3 No Capital Contributions Required for Indemnification. Indemnification pursuant to this Section 10.1 shall be limited to the Company’s assets and shall in no event require any Member to make any additional Capital Contributions.

10.1.4 Limits on Indemnification. Notwithstanding anything in this Article X to the contrary, the Members intend that the Company shall indemnify the Members and all Managers pursuant to this Section 10.1 to the fullest extent permitted by Section 14-11-306 of the Act. Accordingly, as of the date hereof, indemnification of the Members and the Managers shall be permitted for all matters except (a) intentional misconduct or knowing violation of law; or (b) for any transaction for which the Member or Managers received a personal benefit in violation or breach of any provision of this Agreement.

10.2 Exculpation. No Member or Manager shall be liable to the Company or to any other Members for any losses, claims, damages or liabilities arising from any act or omission performed or omitted by such Member or Manager in connection with this Agreement except for any losses, claims, damages or liabilities for which indemnification of the Member or Manager is not permitted pursuant to Section 10.1.4 hereof.

10.3 Survival and Limits on Amendment. The rights of the Members and all Managers to indemnification and exculpation pursuant to this Article X shall survive (a) with respect to any Manager, the withdrawal, resignation or removal of the Manager; and (b) with respect to any Member, the Transfer of the Member's Membership Interest. No amendment, modification or rescission of this Article X, or any provision hereof, the effect of which would diminish the rights to indemnification, advancement of expenses or exculpation as set forth herein, shall be effective as to any Member or Manager with respect to any action taken or omitted by such person prior to such amendment, modification or rescission.

ARTICLE XI

POWER-OF-ATTORNEY

11.1 Appointment of the Manager(s). Each Member hereby irrevocably constitutes and appoints the Manager with full power of substitution as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, to:

11.1.1 execute, swear to, acknowledge, deliver, file and record in the appropriate public offices at the expense of the Company (a) this Agreement, all certificates and other instruments and all amendments thereof which the Manager reasonably deems appropriate or necessary to form, qualify, or continue the qualification of, the Company as a limited liability company in all jurisdictions in which the Company may conduct business, own property or in which such formation, qualification or continuation is, in the opinion of the Manager, necessary or desirable to protect the limited liability of the Members; (b) all instruments which the Manager deems appropriate or necessary to reflect any amendment, change, modification or restatement of this Agreement properly made in accordance with the terms herein (whether or not such specific Member voted in favor thereof); (c) all conveyances and other instruments or documents which the Manager reasonably deems appropriate or necessary to reflect, in accordance with this Agreement, the acquisition or disposition of all or any portion of any Company assets, the admission or withdrawal of any Member and the dissolution and liquidation of the Company; and (d) all instruments relating to the admission, withdrawal or substitution of any Member pursuant to and in accordance with this Agreement; and

11.1.2 swear to, represent or acknowledge, confirm, or ratify that any vote, consent, approval, agreement or other action, which is made or given properly by the Members hereunder or is consistent with the terms of this Agreement, has been made or given (whether or not such specific Member voted in favor thereof or consented thereto).

The foregoing power of attorney hereby is declared to be irrevocable and a power coupled with an interest, and it shall survive and not be affected by the subsequent death, incompetence, disability,

incapacity, dissolution, bankruptcy or termination of any Member and the Transfer of all or any portion of its Membership Interest and shall extend to such Member's heirs, successors, assigns and personal representatives. Each Member shall execute and deliver to the Manager at the principal office of the Company, within fifteen (15) days after receipt of the Manager's request therefor, such further designations, powers of attorney and other instruments as the Managers deems necessary to effectuate this Agreement and the purposes of the Company.

ARTICLE XII

DISSOLUTION AND TERMINATION

12.1 Dissolution.

12.1.1 The Company shall be dissolved upon the occurrence of any of the following events:

12.1.1.1 by the affirmative vote of all the Managers and a Majority Interest;
or

12.1.1.2 notwithstanding a breach by a Member of Section 12.1.3 hereof, the entry of a decree of judicial dissolution under Section 14-11-603(a) of the Act.

12.1.2 Except as expressly permitted in this Agreement, no Member shall have the power or authority to dissociate or take any other voluntary action which directly causes a Person to cease to be a Member; provided, however, that any Member who transfers its entire Membership Interest in accordance with this Agreement shall cease to be a Member.

12.1.3 Each Member hereby covenants and agrees that it will not seek a judicial dissolution of the Company pursuant to the provisions of Section 14-11-603 of the Act.

12.2 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except as permitted by Section 14-11-605 of the Act. Upon dissolution, the Managers shall file a statement of commencement of winding up pursuant to Section 14-11-606 of the Act and publish the notice permitted by Section 14-11-608 of the Act.

12.3 Winding Up, Liquidation and Distribution of Assets.

12.3.1 Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager shall immediately proceed to wind up the affairs of the Company.

12.3.2 If the Company is dissolved and its affairs are to be wound up, the Managers shall do the following:

12.3.2.1 Convert the Company's assets into cash as promptly as practicable (except to the extent the Managers may determine to distribute any assets to any of the Members in kind), and the Members shall make any Capital Contributions required by Section 7.1 hereof;

12.3.2.2 Discharge all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions, and establish such reserves as may be reasonably necessary to provide for contingent or other liabilities of the Company; and

12.3.2.3 Distribute the remaining assets to the Members in accordance with Section 8.1 hereof.

12.3.3 Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

12.3.4 The Managers shall comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.4 Certificate of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a certificate of termination may be executed and filed with the Secretary of State in accordance with Section 14-11-610 of the Act.

12.5 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If such assets are insufficient to pay debts or return investments to the Members, no Member shall have any recourse against any other Member.

ARTICLE XIII

BOOKS, RECORDS AND TAX MATTERS

13.1 Records and Availability to Members. At all times during the existence of the Company, the Manager(s) shall keep or cause to be kept complete books and records that the Co-Manager(s) reasonably determines appropriate for the Company's business. Such books and records, whether financial or otherwise and including a copy of this Agreement and any amendments thereto, shall at all times be maintained at the principal place of business of the Company. Any Member or such Member's duly authorized representative, subject to such reasonable standards as may be established by the Manager(s) governing what information and documents are to be furnished at what time and location and at whose expense, shall have the right at any time, for any purpose reasonably related to such Member's Membership Interest, to inspect and copy from such books and documents during normal business hours.

13.2 Tax and Accounting Matters.

13.2.1 General. Except as otherwise provided in this Agreement, all decisions as to tax and accounting matters and tax elections shall be made by the Manager(s), including, but not limited to, Code Section 754, the elections and the method of accounting to be used by the Company. All such decisions made by the Manager(s), however, shall be in accordance with generally accepted accounting principles or the requirements of the Code, as applicable; provided however, that the Manager(s) may rely upon the advice of independent certified public accountants and or tax counsel retained from time to time by the Company.

13.2.2 Tax Audits.

(a) Partnership Representative Appointment and Designation. Tucker shall be the Partnership Representative of the Company pursuant to Section 6223(a) of the Code (the "Partnership Representative"). Such Person shall be appointed the Partnership Representative for each taxable year of the Company. The Partnership Representative, if it is an Entity, shall timely designate an individual to serve as the sole individual through whom the Partnership Representative will act for purposes of the Partnership Audit Rules (the "Designated Individual"). If necessary the Co-Managers shall select the Designated Individual. No later than the effective date of the designation of the Designated Individual as the Designated Individual or of the Partnership Representative as the Partnership Representative, such Designated Individual or Partnership Representative, as applicable, must agree in writing (in a separate instrument or by execution of this Agreement) to be bound by the same obligations and restrictions imposed on the Partnership Representative under Sections 13.2.2 through 13.2.7 prior to and as condition of such designation. The Company shall indemnify the Partnership Representative against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the Partnership Representative in its capacity as the Partnership Representative, and not its capacity as a Member or a Reviewed Year Member, in connection with any audit or administrative or judicial proceeding in which the Partnership Representative is involved solely by reason of being the Partnership Representative of the Company.

(b) Resignation; Revocation. The initial Partnership Representative (and any successor Partnership Representative) may resign as the Partnership Representative by written notice to the Company and the Service. The Partnership Representative may be removed with or without cause by a Majority Interest and any successor Partnership Representative may be elected by a Majority Interest. Notice of such resignation or removal shall be given to the Service in the time and manner prescribed in any guidance or Regulations. The resigning Partnership Representative shall recommend a successor Partnership Representative who the Company shall designate as the successor Partnership Representative. The designation of the Designated Individual as the Designated Individual shall automatically terminate on the effective date of the resignation of the Partnership Representative or the revocation of such status. Notice of such revocation shall be given to the Service in the time and manner prescribed by the Service and shall include the designation of another Person selected by the Company as the successor Partnership Representative for the Company's taxable year for which the designation was in effect.

(c) Successor Partnership Representative. Any successor Partnership Representative must have a substantial presence in the United States and otherwise satisfy all statutory and regulatory requirements imposed by the Partnership Audit Rules. The Person so designated must agree in writing to be bound by the terms of Sections 13.2.2 through 13.2.7 and shall not take any action in its capacity as Partnership Representative until the resignation and/or revocation of the prior Partnership Representative becomes effective under the Code or Regulations.

(d) Notice of Communications. The Partnership Representative shall give the Members notice of any inquiry, notice, or other communication received from the Service or other applicable tax authority regarding the tax treatment of the Company or the Members. The Partnership Representative shall advise each Member of the substance and form of any material conversation or communication held with a representative of the Service. The Partnership Representative shall send to all of the Members copies of any notice of a proposed or final Partnership Adjustment received by the Company and/or the Partnership Representative from the Service.

(e) Duties and Limitations on Authority. The Partnership Representative and any Designated Individual shall have all the power and authority of a partnership representative and designated individual, respectively, as set forth in Section 6223 of the Code, and shall represent the Company and its Members in all dealings with the Service and state and local taxing authorities. The Partnership Representative and any Designated Individual shall also have the power and authority to do any or all of the following with the consent of a Majority Interest:

(i) make an election to opt out of the application of the Partnership Audit Rules to the Company;

(ii) make a Push-Out Election;

(iii) file an Administrative Adjustment Request;

(iv) select any judicial forum for the litigation of any Company tax dispute;

(v) extend the statute of limitations for assessing or computing any tax liability against the Company (or the amount or character of any partnership related items);

(vi) settle any audit with the Service concerning the adjustment or readjustment of any "partnership related item(s)" (within the meaning of Section 6241(2) of the Code);

(vii) initiate or settle any judicial review or action concerning the amount or character of any "partnership related item(s)" (within the meaning of Section 6241(2) of the Code); or

(viii) take any other action (or fail to take any action) with respect to the matters in (i) – (vii) above or with respect to any administrative or judicial proceeding involving the Company and the Service.

13.2.3. Modifications and Company Elections.

(a) Modifications to Imputed Underpayment. If the Company and/or Partnership Representative receives notice of a proposed Partnership Adjustment from the Service, the Partnership Representative may request modification of the Imputed Underpayment, as described in Code Section 6225(c), proposed in such notice in accordance with any applicable Regulations, forms, instructions, and other guidance prescribed by the Service.

(b) Amended Returns and Pull-In Procedure. The Partnership Representative may request a modification of an Imputed Underpayment, as described in Code Section 6225(c), based on an amended return (or, to the extent permitted by law, any similar statement) filed by a Member (or Indirect Member) that takes account of all of the Partnership Adjustments properly allocable to such Member (or Indirect Member). Any such modification shall be accompanied by an affidavit from any Member (or Indirect Member) affected by such modification signed under penalties of perjury that the Member (or Indirect Member) has filed each required amended return (or similar statement) and paid all taxes due as a result of taking into account the adjustments in the first affected year and all modification years, as such terms are defined and applied in any applicable Regulations, forms, instructions, and other guidance prescribed by the Service. In lieu of filing an amended return in accordance with this Section, any Reviewed Year Member may elect to comply with the “pull-in” procedure described in Section 6225(c)(2)(B) of the Code (a “Pull-In Election”). In such event, such Reviewed Year Member shall (1) pay all amounts due under Section 6225(c)(2)(A)(iii) of the Code, (2) take into account, in the form and manner set forth in any applicable Service guidance, the adjustments to the tax attributes of such Reviewed Year Member, and (3) provide, in the form and manner specified by the Service (including, if so specified, in the same form as on an amended return), such information as the Service may require to carry out the terms and intent of a Pull-In Election described in Section 6225(c)(2)(B) of the Code. Copies of all notices and filings made pursuant to this Section 13.2.3(b) shall be provided by the Reviewed Year Member to the Partnership Representative.

(c) Reallocation Adjustment. In the case of a Partnership Adjustment that reallocates the distributive share of any partnership related item from one Member to another, the Partnership Representative may submit the modification request to the Service under this Section 13.2.3 but only if all Members (or Indirect Members) affected by such adjustment (“Affected Members”) provide the affidavit(s) described in clause (ii) above or the Partnership Representative is notified by the Service that one or more Affected Members have taken (or will take) into account their allocable share of the adjustment through other modifications approved by the Service (such as, but not limited to, a closing agreement).

(d) Push-Out Election. If the Company receives notice of a final Partnership Adjustment from the Service, the Partnership Representative may make an election (a “Push-Out Election”) under Section 6226 of the Code with respect to one or more Imputed Underpayments set forth in the notices of final Partnership Adjustment. Except as hereinafter provided, if a

Push-Out Election is made, each Reviewed Year Member shall take into account its allocable share of the Partnership Adjustments that relate to the specified Imputed Underpayment and shall be liable for any taxes (including penalties, additions and interest) as described in Section 6226 of the Code and any applicable Regulations or other guidance prescribed by the Service. Notwithstanding the foregoing, to the extent permitted by law, any Reviewed Year Member that is a Pass-Through Entity may, at its option and in accordance with any applicable Regulations or other guidance prescribed by the Service, elect (in lieu of paying its allocable share of such Partnership Adjustment) to make its own Push-Out Election for taxes attributable to such Partnership Adjustment.

(e) Reimbursement of Allocable Share of Imputed Underpayment. If the Company becomes obligated to make an Imputed Underpayment under Code Section 6225, each of the Members, including any Reviewed Year Member, to whom such liability relates shall be obligated, within thirty (30) days after written notice from a Manager, to pay an amount that is equal to its allocable share of such amount to the Company including any penalties, additions to tax and interest imposed on the Company. The allocable share of the Member or Reviewed Year Member is generally equal to that Person's proportionate share of the liability based on the adjustment to partnership related items that would have been allocated to such Person (computed at the tax rate used to compute the Company's liability) had the Company's tax return for the taxable year reflected the Partnership Adjustments. Any amount not paid by a Member or Reviewed Year Member within such 30-day period shall accrue interest at Prime Rate plus 2% until paid. Any such payment made by any Member shall be treated as determined by the Co-Managers.

(f) Withholding. The Manager(s) shall cause the Membership to withhold from any distribution or payment due to any Member (or Reviewed Year Member) under this Agreement any amount due to the Company from such Member (or Reviewed Year Member) under 13.2.3(e) above. Any amount(s) so withheld shall be applied by the Company to discharge the obligation in respect of which such amount was withheld. All amounts withheld pursuant to the provisions of this Section 13.2.3(f) with respect to a Member (or Reviewed Year Member) shall be treated as if such amounts were distributed or paid, as applicable, to such Member (or Reviewed Year Member).

(g) Indemnity. To the extent that a portion of the taxes imposed under Code Section 6225 relates to a former Member, the former Member agrees to indemnify the Company for its allocable portion of such tax (including any penalties, additions to tax and interest) to the extent such amounts have not been withheld pursuant to the provisions of Section 13.2.3(f). Each Member acknowledges that, notwithstanding the transfer or liquidation of all or any portion of its interest in the Company, it shall remain liable for taxes with respect to its allocable share of Partnership Adjustments of the Company for the Company's taxable years (or portions thereof) prior to such transfer or liquidation unless otherwise agreed to in writing.

(h) Member Reporting. Each Member shall provide to the Partnership Representative such information (or, if applicable, certify as to the filing of initial or amended tax returns) as is requested by the Partnership Representative to enable the Partnership Representative to reduce any Company level assessment under Code Section 6225 as set forth in

the Partnership Audit Rules; to determine the allocation of any item of income, gain, loss, deduction, or credit of any such Company level assessment among the Members, in good faith consultation with the Company's tax accountants and tax counsel; to elect out of the Partnership Audit Rules; or to comply with or be eligible to invoke any aspect of the Partnership Audit Rules in any other respect.

13.2.4 Tax Counsel or Accountants. The Partnership Representative may employ tax counsel and/or accountants, at the Company's cost, to represent the Company in connection with any audit or investigation of the Company by the Service or any other state or local taxing authority and in connection with all subsequent administrative and judicial proceedings arising out of such audit. Such counsel and/or accountants shall be responsible for representing the Company. It shall be the responsibility of the Members, at their expense, to employ tax counsel or accountants to represent their respective separate interests.

13.2.5 Survival. The obligations of each Member or former Member under this Section shall survive the transfer, redemption or liquidation by such Member of its Membership Interest and the termination of this Agreement or the dissolution of the Company.

13.2.6 Amendments. Upon the promulgation of revised final or proposed Regulations implementing the Partnership Audit Rules or upon further amendment of the Partnership Audit Rules, the Members agree to work together in good faith to make elections and amend this Agreement (if any party determines that an amendment is required) to maintain the intent of the parties with respect to the obligations and limitations of the Partnership Representative and the Members with respect to the Partnership Audit Rules.

13.2.7 State and Local Income Tax Matters. The provisions of Sections 13.2.2 – 13.2.6 shall also apply to state and local income tax matters affecting the Company to the extent the terms and conditions hereof have any application to audit procedures provided for at the state and local level.

13.3 Tax Returns. The Manager(s) shall prepare, or cause to be prepared, at the expense of the Company, at least annually, the information necessary for each Member to complete its federal, state and local income tax or information returns and shall use commercially reasonable best efforts to deliver such information to each Member as soon as is reasonably possible.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

14.1 Application of Georgia Law. This Agreement, and the application and interpretation hereof, shall be governed exclusively by its terms and by the laws of the state of Georgia (without regard to choice of law rules), and specifically the Act.

14.2 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

14.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

14.4 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.5 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

14.6 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or constitute a waiver of the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law or otherwise.

14.7 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

14.8 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, in the event of the death of Lee, Tucker, Young, Harris or Dampier (each, a "Prestwick Member") during the term of this Agreement, the voting interests of the Member owned (directly or indirectly) by such deceased Prestwick Member shall be automatically transferred immediately upon such death to the Members owned (directly or indirectly) by the surviving Prestwick Members for purposes of all Member Actions that require a vote of Members under Section 6.2 hereof, in an amount equal to each other Member's Percentage Interest in relation to each other Member's Percentage Interest. As an example, solely for purposes of providing clarification of the foregoing provisions, if there is a death of a Prestwick Member who owns an interest in a Member with a 35.00% voting interest, then a Member owned by a surviving Prestwick Member that also holds a 35.00% interest shall receive an additional 18.85% voting interest as a result of such Prestwick Member's death ($.35 \div .65 \times .35$).

14.9 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company.

14.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

14.11 Investment Representations. Each Member hereby represents and warrants to the Company and to each other Member that such Member is acquiring its Membership Interest in the Company for its own account and not with a view to, or for resale in connection with, any distribution thereof in violation of the Securities Act of 1933, as amended (the “Securities Act”), or any applicable state securities laws. Such Member possesses experience and sophistication as an investor adequate for the evaluation of the merits and risks of such Member’s investment in the Company, is acquiring such Membership Interest for its own account (without a view to resale or distribution) and has investigated the Company and its business, and the Company has made available to such Member all information necessary for such Member to make an informed decision to acquire a Membership Interest in the Company. Such Member also understands that its Membership Interest may not be transferred absent compliance with the registration requirements of the Securities Act and applicable state securities laws or pursuant to an exemption therefrom and otherwise in compliance with the terms of this Agreement. Each Member understands the meaning and consequences of the representations, warranties and covenants made by such Member set forth herein and that the Company has relied upon such representations, warranties and covenants. Each Member hereby indemnifies, defends, protects and holds wholly free and harmless the Company from and against any and all losses, damages, expenses or liabilities arising out of the breach and/or inaccuracy of any such representation, warranty and/or covenant. All representations, warranties and covenants contained herein shall survive the execution of this Agreement, the formation of the Company, and the liquidation of the Company.

14.12 Notices. Any and all notices, offers, demands or elections required or permitted to be made under this Agreement (“Notices”) shall be in writing, signed by the party giving such Notice, and shall be deemed given and effective (a) when hand-delivered (either in person by the party giving such notice, or by its designated agent, or by commercial courier); (b) on the third (3rd) day (other than a Saturday or a Sunday) when the United States Postal Service, or its legal successor (“Postal Service”) is making regular deliveries of mail in Atlanta, Georgia following the day (as evidenced by proof of mailing) upon which such notice is deposited, postage pre-paid, certified mail, return receipt requested, with the Postal Service and addressed to the other party at such party’s respective address as set forth in Article IV hereof or at such other address as the other party may hereafter designate by Notice; or (c) on the first day, other than a Saturday or Sunday, when the local or overnight delivery service to which the Notice is delivered is making regular deliveries following the day (as evidenced by proof of deposit) upon which such Notice is deposited, prepaid or payment provided for, with a national overnight delivery service or local courier service, and addressed to the other party at such party’s respective address as set forth in Article IV hereof or at such other address as the other party may hereafter designate by Notice.

14.13 Amendments. Subject to such additional limitations as may be set forth in Section 10.3 hereof concerning amendments affecting indemnification and exculpation of a Member or Manager, any amendment to this Agreement shall be made in writing and signed by the Members.

14.14 Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. If any particular provision

herein is construed to be in conflict with the provisions of the Act, the Act shall control, such invalid or unenforceable provisions shall not affect or invalidate the other provisions hereof and this Agreement shall be construed in all respects as if such conflicting provision were omitted.

14.15 Arbitration. Any dispute, controversy or claim arising out of or in connection with, or relating to, this Agreement or any breach or alleged breach hereof shall, upon the request of any Party involved, be submitted to, and settled by, arbitration in the City of Atlanta, State of Georgia, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any time or at any other place or under any other form of arbitration mutually acceptable to the Parties so involved). Any award rendered shall be final and conclusive upon the Parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the Parties to the arbitration, provided that each Party shall pay for and bear the cost of its own experts, evidence and counsel's fees, except that, in the discretion of the arbitrator, any award may include the cost of a Party's counsel if the arbitrator expressly determines that the Party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic.

14.16 Determination of Matters Not Provided For In This Agreement. The Manager (if there shall only be one Manager of the Company), or either Co-Manager shall decide any questions arising with respect to the Company and this Agreement which are not specifically or expressly provided for in this Agreement.

14.17 Further Assurances. The Members each agree to cooperate, and to execute and deliver in a timely fashion any and all additional documents necessary to effectuate the purposes of the Company and this Agreement.

14.18 Time. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND TO ANY PAYMENTS, ALLOCATIONS AND DISTRIBUTIONS SPECIFIED UNDER THIS AGREEMENT.

14.19 Including. The word "including" shall be deemed followed by the words "without limitation" unless currently followed by such words or words of similar meaning.

14.20 Entire Agreement. This Agreement contains the entire agreement among the parties relating to the subject matter hereof, all prior negotiations among the parties with respect thereto are merged into this Agreement and there are no other promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them with respect to the transaction contemplated herein.

14.21 Relationship of this Agreement to the Default Rules. Regardless of whether this Agreement specifically refers to a particular Default Rule, in no event shall any Default Rule apply to the Company, it being the intent of the Members that, by virtue of this Section 14.21, all of the Default Rules shall be negated and, to the fullest extent possible, all of the rights and obligations of the Members with respect to the Company shall be as set forth in this Agreement and shall not arise from any provisions of the Act that constitute a Default Rule that is permitted to be made

inapplicable, or modified with respect to, a limited liability company pursuant to the articles of organization or operating agreement of a limited liability company.

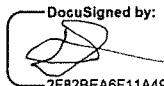
14.22 Certification of Non-Foreign Status. Section 1446 of the Code provides that an entity taxed as a partnership generally must withhold a tax on partnership income that is effectively connected with the Company's U.S. trade or business (including gain from a disposition by the Company of a United States real property interest treated as effectively connected with the Company's U.S. trade or business under Section 897(a) of the Code) that is allocable to a foreign Member as provided for and in the amount determined in the Regulations under Code Section 1446. Each Member shall provide to the Company a properly completed and duly executed IRS Form W-9 certifying that it is a U.S. citizen or other U.S. person (as those terms are defined in the Code and Regulations); and agrees to notify the Company within ten (10) days of the date it becomes a foreign person, understanding that this certification may be disclosed to the Service by the Company. Failure by any Member to provide such form shall authorize the Managers to withhold tax on partnership income that is effectively connected with the Company's U.S. trade or business that is allocable to such Member in accordance with Section 1446 of the Code and the applicable Treasury Regulations thereunder. All amounts withheld pursuant to the provisions of this Section 14.22 with respect to a Member shall be treated as if such amounts were distributed or paid, as applicable, to such Member.

[Signatures on Following Page]

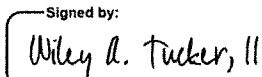
IN WITNESS WHEREOF, the Members and Managers have executed this Agreement on this 16th day of May 2025 effective as of the date first set forth above.

MEMBERS:

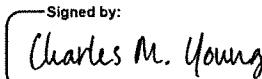
AUGUSTINE MANAGEMENT, LLC, a
Wyoming limited liability company

By:  DocuSigned by:
2F82BEA6E11A497
RICHARD D. LEE, Manager

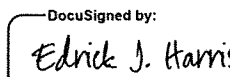
BRILAND HOLDINGS, LLC, a Wyoming
limited liability company

By:  Signed by:
B55ACR2181E24C9
WILEY A. TUCKER, III, Manager

CMY GP HOLDINGS, LLC, a Georgia limited
liability company

By:  Signed by:
63C162CEE6AA47
CHARLES M. YOUNG, JR., Manager

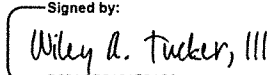
EJH GP HOLDINGS, LLC, a Georgia limited
liability company

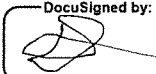
By:  DocuSigned by:
F9FD4E9C24DD498
EDRICK J. HARRIS, Manager

HBD GP HOLDINGS, LLC, a Georgia limited
liability company

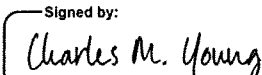
By:  Signed by:
A2D8F8EB21024A0
HAROLD B. DAMPIER, Manager

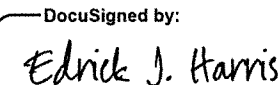
CO-MANAGERS:

Signed by:

B55ACB2181F24C9...
WILEY A. TUCKER, III

DocuSigned by:

2F82BEA6E11A407...
RICHARD D. LEE

Solely for purposes of Section 6.6 and Article IX:

Signed by:

63C1B2CEE5AA4A7...
Charles M. Young, Jr.

DocuSigned by:

F9FD4E9C24DD408...
Edrick J. Harris

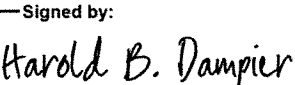
Signed by:

A2D8F8EB21024A0...
Harold B. Dampier

EXHIBIT "A"
TO
OPERATING AGREEMENT
OF
PRESTWICK BLUE RIDGE FAMILY I GP, LLC

NAMES, ADDRESSES, PERCENTAGE INTERESTS, INITIAL CAPITAL CONTRIBUTIONS
AND INITIAL CAPITAL ACCOUNT BALANCE OF THE MEMBERS

<u>Name and Address</u>	<u>Percentage Interest</u>	<u>Initial Capital Contribution</u>	<u>Initial Capital Account Balance</u>
Augustine Management, LLC 3715 Northside Parkway 200 Northcreek, Suite 175 Atlanta, Georgia 30327	35.00%	\$35.00	\$35.00
Briland Holdings, LLC 3715 Northside Parkway 200 Northcreek, Suite 175 Atlanta, Georgia 30327	35.00%	\$35.00	\$35.00
CMY GP Holdings, LLC 3715 Northside Parkway 200 Northcreek, Suite 175 Atlanta, Georgia 30327	10.00%	\$10.00	\$10.00
EJH GP Holdings LLC 3715 Northside Parkway 200 Northcreek, Suite 175 Atlanta, Georgia 30327	10.00%	\$10.00	\$10.00
HBD GP Holdings, LLC 3715 Northside Parkway 200 Northcreek, Suite 175 Atlanta, Georgia 30327	10.00%	\$10.00	\$10.00

EXHIBIT "B"
TO
OPERATING AGREEMENT
OF
PRESTWICK BLUE RIDGE FAMILY I GP, LLC

FORM OF
ELECTION TO RESTORE NEGATIVE CAPITAL ACCOUNT BALANCE
OF PRESTWICK BLUE RIDGE FAMILY I GP, LLC

THIS ELECTION, made and entered into as of the ____ day of _____, _____, by the undersigned (the "Electing Member") is effective for the Fiscal Year ending on _____, 20__ (the "Effective Fiscal Year"). **(Must be executed by March 15 of the year following the Effective Fiscal Year).**

The Electing Member is a Member of Prestwick Blue Ridge Family I GP, LLC, a Georgia limited liability company (the "Company"). In accordance with Section 7.4.3 of that certain Operating Agreement of Prestwick Blue Ridge Family I GP, LLC, as amended and/or restated through the date hereof, by and among the Members of the Company, (the "Operating Agreement") (capitalized terms used but not otherwise defined herein shall have the meaning given them in the Operating Agreement), the Electing Member hereby elects, effective as of the close of the Effective Fiscal Year, to be obligated to contribute to the Company upon the liquidation of the Electing Member's Membership Interest (within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations) an amount equal to the negative balance in such Member's Capital Account; provided however, that in no event shall such obligation exceed _____ dollars (\$_____.00) (the "Maximum DRO Amount"), all as governed by Section 7.4.3 of the Operating Agreement.

ELECTING MEMBER:

Print Name:_____

Read and accepted by the Manager on behalf of the Company as of the ____ day of _____, _____.

MANAGER:

By:_____
Its:_____

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF
AUGUSTINE MANAGEMENT, LLC**

Dated as of January 1, 2023

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "FEDERAL ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED IN RELIANCE UPON EXEMPTIONS FROM SUCH REGISTRATION UNDER THE FEDERAL ACT AND VARIOUS APPLICABLE STATE SECURITIES ACTS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN A TRANSACTION WHICH IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

FIRST AMENDED AND RESTATED
OPERATING AGREEMENT OF
AUGUSTINE MANAGEMENT, LLC

THIS FIRST AMENDED AND RESTATED OPERATING AGREEMENT is made and entered into as of the 1st day of January, 2023, by and between (i) RICHARD DARIEN LEE and (ii) RICHARD DARIEN LEE and BRYAN PILLSBURY, not individually but solely as Co-Trustees of CLINGMANS DOME TRUST (hereinafter sometimes referred to, individually, as a "Member" and, collectively, as the "Members").

WITNESSETH:

WHEREAS, on December 6, 2022, AUGUSTINE MANAGEMENT, LLC, a Wyoming limited liability company (the "Company"), was formed pursuant to the filing of the Articles of Organization for the Company with the Secretary of State of Wyoming and execution of that certain Operating Agreement of the Company dated December 6, 2022 (the "Operating Agreement");

WHEREAS, the ownership of the Company was previously structured as follows:

RICHARD DARIEN LEE	10 voting units
RICHARD DARIEN LEE	990 non-voting units

WHEREAS, pursuant to that certain Assignment and Acceptance of even date herewith, attached hereto as Exhibit A and made a part hereof, RICHARD DARIEN LEE transferred his 990 non-voting membership units in the Company to the CLINGMANS DOME TRUST;

WHEREAS, the ownership of the Company is now structured as follows:

RICHARD DARIEN LEE	10 voting units
CLINGMANS DOME TRUST	990 non-voting units

WHEREAS, the Members and the Manager desire to amend and restate the Operating Agreement in its entirety to set forth the desired management and capital structure of the Company on a going-forward basis;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

ARTICLE I GENERAL PROVISIONS

1.1 Definitions. Each capitalized term used in this Agreement and not defined in the text hereof shall have the meaning set forth on Exhibit B, attached hereto and made a part hereof.

1.2 Formation. The parties hereto hereby affirm the formation of the Company pursuant to the Act and consent to be governed by the provisions thereof. The Members acknowledge and confirm that they or their predecessors have caused to be executed and delivered to the Secretary of State of Wyoming and hereby ratify, the Articles of Organization attached hereto and made a part hereof as Exhibit C, attached hereto and made a part hereof, and such other documents as the Manager shall have deemed or shall deem necessary or desirable to comply with the requirements of the Act.

1.3 Name. The Company shall operate under the name of "AUGUSTINE MANAGEMENT, LLC" or under such other name(s) as the Manager shall, from time to time, determine.

1.4 Purpose. The Company is formed to engage in any lawful act or activity for which limited liability companies may be formed under the Act and may engage in any and all activities necessary and incidental to the foregoing.

1.5 Principal Place of Business. The principal place of business of the Company shall be located at 3460 Preston Ridge Road, Suite 150, Alpharetta, GA 30005 or at such other place as the Manager shall, from time to time, determine.

1.6 Registered Office and Registered Agent. The registered agent for the service of process and the registered office of the Company shall be the person and the location set forth in the Articles of Organization, in accordance with, or as otherwise determined, from time to time in accordance with, the Act.

ARTICLE II RIGHTS AND DUTIES OF MEMBERS

2.1 Members. Each Member of the Company and their respective Company Percentages and Units are set forth on Exhibit D, attached hereto and made a part hereof. The Company shall be authorized to issue ten (10) Class A Units and nine hundred ninety (990) Class B Units.

2.2 Governance Rights of Class A Members. Each Class A Member who shall not be a Dissociated Member shall be entitled to vote on any matter submitted to a vote of the Members. Each Class A Unit held by a Member shall carry one (1) vote. Notwithstanding the delegation of the management of the Company to the Manager as set forth in this Agreement, and in addition to any other decisions to be made by the

Members pursuant to the terms of this Agreement, the following actions shall require A Unanimous Vote:

- (a) engage in any business, transaction or activity other than those set forth in Section 1.4 hereof;
- (b) do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in this Agreement;
- (c) assume or guaranty any indebtedness of any other entity, other than normal trade accounts and lease obligations incurred in the ordinary course of business, or grant consensual liens on the Company's property;
- (d) dissolve or liquidate the Company in whole or in part;
- (e) enter into (i) any agreement for the sale of all or a substantial portion of the Membership Units or assets of the Company, (ii) any merger of the Company with any other entity, or (iii) any transfer of control of the Company;
- (f) institute proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution or bankruptcy or insolvency proceedings against it, or file a petition seeking or consenting to reorganization or relief pursuant to any applicable Federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of the property of the Company, or make any assignment for the benefit of creditors, or admit, in writing or otherwise, the Company's inability to pay its debts generally as they become due, or take action on behalf of the Company in furtherance of any such action;
- (g) acquire the stock or assets of, or any other equity interest in, any other corporation or entity, other than in the ordinary course of business;
- (h) approve a redemption of all or any part of a Membership Unit other than pursuant to the terms and conditions of this Agreement;
- (i) make any distribution other than pursuant to Section 7.1 hereof;
- (j) amend this Agreement or the Articles of Organization.

Subject to the foregoing, the Members hereby delegate management of the Company to the Manager on the terms and conditions of Article III hereof.

2.3 Governance Rights of Class B Members. Unless otherwise provided herein, the Class B Units shall have the same rights and privileges of the Class A Units except that Class B Units shall have no voting rights.

2.4 Liability of Members, Agents, and Employees. No Member, Manager, agent, or employee of the Company shall be liable as such for the liabilities, debts, or obligations of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs pursuant to this Agreement or the Act shall not be grounds for imposing personal liability on any Member or Manager for liabilities, debts, or obligations of the Company.

2.5 Standard of Care. Each Member and Manager shall act in a manner believed by him in good faith to be in the best interests of the Company. Each Member shall act in a manner believed by him in good faith to be in the best interests of each other Member and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. Each Member and Manager shall be entitled to rely on information, opinions, reports or statements, including but not limited to financial statements or other financial data, if prepared or presented by (i) one or more Class A Members, Managers, or employees of the Company whom such Member or Manager reasonably believes to be reliable and competent in the matter presented, (ii) legal counsel, public accountants, or other persons as to matters such Member or Manager reasonably believes are within the person's professional or expert competence, or (iii) a committee of Class A Members or Managers of which such Member or Manager shall not be a member, if such Member or Manager reasonably believes the committee merits confidence. Anything in this Section 2.5 to the contrary notwithstanding, a Member or Manager shall not be entitled to rely on such information, opinions, reports, or statements, if such Member has actual knowledge concerning the matter in question that makes reliance otherwise permitted by this Section 2.5 unwarranted. Consistent herewith, the Manager shall act in a manner believed by him in good faith to be in the best interests of the Members and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

2.6 Indemnification.

- (a) Neither a Member nor any employee, agent, or independent contractor of a Member (collectively, the "Agents") shall, in carrying out duties hereunder, be liable to the Company or to any Member for any action or course of conduct taken in good faith and reasonably believed to be in the best interests of the Company, or for errors of judgment, but shall only be liable for willful misconduct, gross negligence, willful breaches of obligations under this Agreement, or other willful or grossly negligent breaches of fiduciary duty.
- (b) Subject to the provisions of Section 2.3 hereof, the Manager, the Members, and the Agents shall be indemnified or reimbursed, as the case may be, by the Company, to the fullest extent permitted under the Act,

against any losses, judgments, liabilities, expenses (including attorneys' fees and amounts paid in settlement of any claims sustained by them) arising out of any action or course of conduct of any Member or Agent in his capacity as a Member or an Agent, if such action or course of conduct was not the result of gross negligence or willful misconduct and if such Member or Agent, in good faith, reasonably believed that such action or course of conduct was in the best interests of the Company; provided, however, that such indemnification and agreement to hold harmless or reimbursement shall be recoverable only from Company assets.

- (c) The benefits of this Section 2.6 shall run solely in favor of the parties to this Agreement and shall not be deemed to create rights in any third party, nor shall any such third party be deemed a third party beneficiary of this Agreement.

2.7 Advances to Managers, Employees, and Other Agents. Subject to the provisions of Section 2.3 hereof, the Company may, in the Manager's sole and absolute discretion, make advances to its employees, the Manager, and other agents for expenses that shall be incurred in the ordinary course of business.

2.8 Conflict of Interest Transactions. Anything in this Agreement to the contrary notwithstanding, no Class A Member or its Affiliate shall be prohibited from dealing, on commercially reasonable terms, with the Company or any Affiliate of the Company; provided that any such dealings shall be subject to termination by the Company upon a vote of the holders of a majority of the Class A Units (exclusive of the Class A Units held by any Member engaged, directly or indirectly, in such transaction). The Members hereby expressly waive the applicability.

2.9 Waiver of Dissenters' Rights. Each Member hereby expressly waives the applicability of the provisions for dissenters' rights set forth in the Act and expressly agrees that he shall not be entitled, under any circumstances, to exercise any such dissenters' rights.

2.10 Annual Report for Secretary of State. The Manager shall deliver to the Secretary of State, for filing, an annual report in accordance with the Act.

ARTICLE III MANAGERS

3.1 Appointment of Manager. The Manager shall be RICHARD DARIEN LEE. There shall, at all times, be at least one (1) Manager unless some other number shall be agreed upon from time to time by a Unanimous Vote.

3.2 Successor Managers. If RICHARD DARIEN LEE shall be unable or unwilling to act as Manager, such Manager shall have the power to designate such Manager's successor in writing. Subject to the preceding sentence:

- (a) In the event of the death, resignation, removal, or retirement of the Manager, such Manager's successor shall be elected by a majority vote of the Class A Units at a meeting called for such purpose or pursuant to a written consent as provided in Section 4.3 hereof.
- (b) The Manager, at any time acting hereunder, shall only be removed by a Unanimous Vote.

3.3 Authority of Manager. Subject to the limitations imposed by this Agreement, and by the laws of the State of Wyoming, the entire management and control of the property, business, and affairs of the Company shall be vested in the Manager. The Manager shall have full and complete power, authority, and discretion, on such terms and conditions as he shall deem appropriate, to do all things necessary or convenient to carry out the business and affairs of the Company.

3.4 Limitations on Authority of Manager. The Manager shall have no authority to:

- (a) do any act in contravention of this Agreement, including without limitation Section 2.2 hereof which reserves certain governance rights to the Members;
- (b) do any act which would make it impossible to carry on the ordinary business of the Company;
- (c) confess a judgment against the Company; or
- (d) possess Company property, or assign the rights in specific Company property, other than for a Company purpose.

3.5 Duties of Manager. The Manager shall manage, or cause to be managed, the affairs of the Company in a prudent businesslike manner. The Manager shall devote such part of his time to the Company's affairs as shall, in such individual's sole and absolute discretion, be reasonably necessary for the proper conduct of such affairs; provided, however, that no Manager shall be required to devote his entire time or attention to the business of the Company unless such Manager is otherwise required to devote such amount of time under the terms of an employment agreement with the Company.

3.6 Agents. The Manager may appoint such agents, and delegate such authority, to any Member or to any non-Member as the Manager shall deem appropriate for the operation and management of the Company.

3.7 Limitations on Agents. Anything in this Agreement to the contrary notwithstanding, no agent shall have any authority to, nor shall any agent permit the

Company, to take any action that requires a vote of the Class A Members or the Manager as required by the terms of this Agreement, unless the required vote of the Class A Members or the Manager shall have been obtained.

3.8 Execution of Documents. Any agreement or other document purporting to bind the Company to any action or course of action shall be signed and delivered by the Manager for, on behalf of, and in the name of, the Company, unless otherwise previously agreed by a Unanimous Vote.

3.9 Compensation of Manager. The Manager and any appointed agent shall be reimbursed for all reasonable out of pocket expenses incurred by him for administrative services necessary for the prudent operation of the Company. The Manager shall not receive a fee for managing the Company unless such fee is approved by a Unanimous Vote.

3.10 Determinations of Managers. Except as otherwise provided herein, if there shall be more than one (1) Manager acting hereunder, all matters pertaining to the Company's business and activities shall be determined by unanimous consent of the Managers. Failure to obtain the unanimous consent of the Managers shall be deemed to be a unanimous decision of the Managers not to act.

3.11 Non-Liability. The Manager shall act in a manner he believes in good faith to be in the best interests of the Company and with such care as an ordinary prudent person in a like position would use under similar circumstances. A Manager is not liable to the Company, its Members, or any other Manager for any action taken in managing the business or affairs of the Company if he performs the duty of his office in compliance with the standard contained in this Section. The Manager has not guaranteed, nor shall have any obligation with respect to, the return of a Member's Capital Contribution or profits from the operation of the Company. The Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member except loss or damage resulting from intentional misconduct or knowing violation of law or a transaction for which the Manager received a personal benefit in violation or breach of the provisions of this Operating Agreement. Each Manager shall be entitled to rely on information, opinions, reports, or statements, including but not limited to financial statements or other financial data prepared or presented in accordance with generally accepted accounting principles.

ARTICLE IV MEETINGS

4.1 Meetings of Class A Members. Meetings of the Class A Members shall be held at such times and upon such terms and conditions, as the Manager shall from time to time determine.

4.2 Notice/Action by Written Consent. Any actions required or permitted by this Agreement to be taken by the Class A Members may be taken without a meeting

and without notice if the action is approved, in a written consent of the Class A Members entitled to vote on such action, by not less than the minimum number of Class A Units that would be necessary to authorize such action in accordance with the provisions of this Agreement.

ARTICLE V CONTRIBUTIONS/CAPITAL ACCOUNTS/LOANS/TAX BASIS

5.1 Initial Capital Contribution of Members. Each Member has established, through contribution or acquisition, an Initial Capital Contribution, as set forth next to his name on Exhibit D, attached hereto and made a part hereof.

5.2 Additional Capital Contributions. The Members shall make Additional Capital Contributions, in cash, by wire transfer, money order, check, or some other means representing available funds and cash equivalents or in other property on the basis of their respective Company Percentages, when, as, and if, the Class A Members shall, by a Unanimous Vote, determine that the reasonable needs of the Company's business require additional capital not reasonably available from other sources.

5.3 Capital Accounts. A Capital Account shall be maintained for each Member in accordance with the Code and the Regulations. Except as specifically permitted pursuant to this Agreement, no Member shall have the right to withdraw from the Company or make demand for withdrawal of any part of his Capital Account.

5.4 Loans. If the Company shall borrow funds from, or loan funds to, any Member, a loan account shall be established and maintained for such lending Member or, as the case may be, for the Company. Subject to applicable provisions of the Code, interest at a rate acceptable to the lender shall be paid by the borrower. Any such loan may be secured by the assets of the borrower if requested by the lender.

5.5 Interest. No interest shall be paid by the Company with respect to any Capital Contribution or Capital Account balance.

5.6 Allocation of Liabilities. For purposes of determining the income tax basis of each Member's interest in the Company, the liabilities of the Company shall be allocated among the Members pursuant to Section 1.752 of the Regulations; provided, however, that excess nonrecourse liabilities (as defined in Section 1.752-3 of the Regulations) shall be allocated in the manner in which it shall be reasonably expected deductions attributable to such nonrecourse liabilities shall be allocated pursuant to Section 6.3 hereof.

ARTICLE VI ALLOCATIONS

Net Profits, Net Losses, and other items of Company income, gain, credit, loss, and deduction shall be allocated each Company Year among the Members as follows:

6.1 Net Profits. After giving effect to the special allocations set forth in Sections 6.3 and 6.4 hereof, Net Profits for any Company Year shall be allocated among the Members, pro rata, based on their Company Percentages.

6.2 Net Losses. After giving effect to the special allocations set forth in Sections 6.3 and 6.4 hereof, Net Losses for any Company Year shall be allocated among the Members, pro rata, based on their respective Company Percentages.

6.3 Paramount Provisions. Anything in this Article VI to the contrary notwithstanding, the following provisions shall apply to the allocations of Net Profits, Net Losses, and any other item of Company income, gain, loss, credit, or deduction specially allocated below, to wit:

- (a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations and notwithstanding any other provision of this Section 6.3 to the contrary, if there shall be a net decrease in Company Minimum Gain for a Company Year, each Member shall be specially allocated items of Company income and gain for such Company Year (and, if necessary, subsequent Company Years) equal to each such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Section 1.704-2(g) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. If a minimum gain chargeback shall exceed the Company's income and gain for the Company Year, such excess shall be treated as a minimum gain chargeback requirement in each succeeding Company Year until fully charged back. This Section is intended to comply with the minimum gain chargeback requirement of Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.
- (b) Member Nonrecourse Debt Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations and notwithstanding any other provision of this Section 6.3 to the contrary, if there shall be a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company Year, each Member who has a share of Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Company Year (and, if necessary, subsequent Company Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(4) of

the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

- (c) Qualified Income Offset. In the event any Member shall unexpectedly receive any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, there shall subsequently be specially allocated to such Member items of income and gain so as to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible; provided, however, that an allocation pursuant to this Section 6.3(c) shall be made only if, and to the extent, such Member would have an Adjusted Capital Account Deficit after all allocations provided for in this Article VI, other than those required by this Section 6.3(c), shall have been made.
- (d) Gross Income Allocation. In the event any Member shall have a negative Capital Account balance at the end of any Company Year in excess of the sum of (i) the amount such Member shall be obligated to restore to the Company upon liquidation, and (ii) the amount such Member shall be deemed to be obligated to restore pursuant to Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations, there shall be specially allocated to such Member subsequent items of Gross Income in the amount of such excess as quickly as possible; provided, however, that an allocation pursuant to this Section 6.3(d) shall be made only if, and to the extent, such Member would have a negative Capital Account balance after all other allocations provided for in this Article VI, other than those required by Section 6.3(c) hereof and this Section 6.3(d), have been made.
- (e) Nonrecourse Deductions. Nonrecourse Deductions for any Company Year or other period shall be allocated among the Members, pro rata, based on their respective Company Percentages.
- (f) Member Loan Nonrecourse Deductions. Any Nonrecourse Deductions for any Company Year or other period pertaining to any nonrecourse loan made by a Member to the Company shall be allocated to the Member who bears the Economic Risk of Loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Section 1.704-2(i)(1) of the Regulations.
- (g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) or 743(b) of the

Code shall be required pursuant to Sections 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4) of the Regulations to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's Membership Interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to such Member in accordance with his Membership Interest in the Company (in the event Section 1.704-1(b)(2)(iv)(m)(2) of the Regulations applies), or to the Member to whom such distribution was made (in the event Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations applies).

- (h) Ordering of Allocations. Member Nonrecourse Deductions, Nonrecourse Deductions and minimum gain chargebacks shall be allocated, seriatim and in that order, before any other allocation under this Agreement.

6.4 Curative Allocations. The allocations set forth in Sections 6.3 and 6.7 hereof (the "Regulatory Allocations") are intended to comply with certain requirements of Section 1.704 of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 6.4. Therefore, notwithstanding any other provision of this Article VI (other than the Regulatory Allocations), the Members shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner the Members determine to be appropriate so that, after such offsetting allocations shall be made, each Member's Capital Account balance shall be, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items had been allocated pursuant to Sections 6.1 and 6.2 hereof. Any allocations made pursuant to this Section 6.4 are intended to comply with Section 1.704-3 of the Regulations and shall be interpreted accordingly.

6.5 Tax Allocations: Code Section 704(c). In accordance with Section 704(c) of the Code and the Regulations thereunder, Net Profits, Net Losses, and any other item of Company income, gain, loss, and deduction with respect to any Contributed Property shall, solely for tax purposes, be allocated among the Members to take account of any disparity between (i) the adjusted basis of such Contributed Property to the Company for Federal income tax purposes, and (ii) such Contributed Property's Book Basis, both measured as of the date of such Contributed Property's contribution to the Company using any method of making Section 704(c) allocations permitted by Sections 1.704-3(b) and 1.704-3(c), of the Regulations, as shall be selected by a majority vote of the Class A Units.

In the event the Book Basis of any Company asset shall be adjusted pursuant to subparagraph (i) of the definition of Book Basis, subsequent allocations of income, gain,

loss, and deduction with respect to such asset shall take into account the variation, if any, between the adjusted basis of such asset for Federal income tax purposes and its Book Basis in the same manner as provided by Section 704(c) of the Code and the Regulations promulgated thereunder.

Pursuant to Section 704(c)(1)(B) of the Code, if any property contributed by a Member (the "Contributing Member") shall be distributed by the Company to a Member other than the Contributing Member within seven (7) years (or so many years as shall then be provided in Section 704(c)(1)(B) of the Code) of being contributed, then, except as provided in Section 704(c)(2) of the Code, the Contributing Member shall be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss which would have been allocated to such Member pursuant to Section 704(c)(1)(A) of the Code if the property had been sold at its fair market value at the time of such distribution.

Any elections or other decisions relating to such allocations shall be made by the Manager, in any manner which, in the Manager's sole and absolute discretion, reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 6.5 are solely for purposes of Federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, other items, or distributions pursuant to any provision of this Agreement.

6.6 Allocations Upon Transfer. Any implication in this Agreement to the contrary notwithstanding, if any Membership Interest shall be transferred during any Company Year, the Net Profits, and Net Losses allocable with respect to such Membership Interest for such Company Year shall be allocated between the transferor and the transferee on the basis of the number of days in such Company Year each party was, according to the books and records of the Company, the owner of record of the Membership Interest transferred. Until notice of a change in ownership shall be actually received by the Members (even if the Members shall, prior thereto, have actual knowledge or notice of such transfer), neither the Company nor any Member shall incur any liability for making any distributions of Company income, loss, or assets to those who, on the basis of the books and records of the Company, shall be designated as Members. Anything in this Section 6.6 notwithstanding, however, items described in Section 706(d)(2)(B) of the Code must be allocated pursuant to Section 706(d)(2) of the Code.

6.7 Loss Limitation. Net Losses allocated pursuant to Section 6.2 hereof shall not exceed the maximum amount of Net Losses which can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Company Year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Net Losses pursuant to Section 6.2 hereof, the limitation set forth in this Section 6.7 shall be applied on a Member-by-Member basis, and Net Losses not allocable to any Member as a result of such limitation shall be allocated to the other Members in accordance with the positive

balances in such Members' Capital Accounts so as to allocate the maximum permissible Net Losses to each Member pursuant to Section 1.704-1(b)(2)(ii)(d) of the Regulations.

6.8 Tax Consequences. The Members are aware of the income tax consequences of the allocations made by this Article VI and shall be bound by said provisions in reporting their shares of Company income and loss for Federal income tax purposes.

6.9 Section 737 Gain. In the case of any distribution by the Company to a Member, such Member shall be treated as recognizing gain in an amount equal to the lesser of:

- (a) the excess (if any) of (i) the fair market value of the property (other than money) received in the distribution, over (ii) the adjusted basis of such Member's interest in the Company immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution; or
- (b) the Net Precontribution Gain of the Member.

Allocations pursuant to this Section 6.9 are solely for the purposes of Federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, other items, or distributions pursuant to any provision of this Agreement.

ARTICLE VII DISTRIBUTIONS

7.1 Order of Distributions. The Manager may, any time and from time to time, balance accounts and distribute the Distributable Cash to the Members, with any such distribution being made in the following order:

- (a) Member Loans. First, an amount equal to the outstanding balance of any loan(s) made by any Member to the Company shall be distributed to such Members in repayment of such loan(s) on the terms of such loan(s), pro rata, based on the respective outstanding balances of such Member loans; then next
- (b) Initial Capital Contribution Repayment. Distributable Cash, to the extent of the Initial Capital Contribution of each Member, shall be distributed to the Members, pro rata, based on the respective Initial Capital Contribution Balance of each Member. Such distributions shall continue in each successive year until such time as each Member's Initial Capital Contribution shall have been fully repaid to each such Member; then finally

- (c) Balance. The balance of the Distributable Cash shall be distributed among the Members in accordance with their respective Company Percentages;

provided, however, that, when possible, the Manager shall make annual distributions of Distributable Cash to the Members entitled to such distributions in at least an amount sufficient to satisfy the maximum Federal, state, and local income taxes payable by such Members as a result of the allocations pursuant to Article VI hereof.

7.2 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution, or allocation to the Company or the Members shall, for all purposes under this Agreement, be treated as amounts distributed to the Members pursuant to this Article VII. The Manager shall be authorized to withhold from payments and distributions, or with respect to allocations, to the Members and to pay over to any Federal, state, or local government, any amounts required to be so withheld and paid over pursuant to the Code or any other applicable law or regulation, and such amounts shall be allocated to the Member with respect to whom such amount was withheld.

ARTICLE VIII TRANSFER OF MEMBERSHIP UNITS

8.1 Restriction of Transfer. Without the prior written consent of the Manager, no Membership Interest shall be sold, transferred, assigned, hypothecated, encumbered, conveyed or otherwise disposed of, except as hereinafter provided in this Article VIII.

8.2 Death, Disability, or Dissolution. In the event of the death, Disability, or dissolution of a Member, such Member's rights and obligations under this Agreement shall devolve upon such Member's personal representative or successor in interest (the "Successor") as an Assignee. The Successor shall, promptly after any such event, deliver to the existing Member(s) such documentation as the existing Member(s) may reasonably require to evidence such succession in interest.

8.3 Conditions Precedent to Transfer. Any implication in this Article VIII to the contrary notwithstanding, no transfer shall be effective to make an assignee a Substitute Member unless there shall be furnished to each Member evidence in form and substance satisfactory to each Member (which shall, if requested by the Members, include an opinion of counsel satisfactory to each Member and obtained at the sole expense of the intended transferee or the intended transferor) that:

- (a) the proposed transfer (i) is exempt from the registration requirements of the Securities Act of 1933, as from time to time amended, (ii) will not result in a violation of any applicable state blue sky or other securities laws, and

(iii) will not cause a termination of the Company for Federal income tax purposes pursuant to Section 708(b)(1)(B) of the Code;

- (b) the proposed transferee (i) accepts in writing all the terms and provisions of this Agreement, and (ii) has paid all reasonable expenses in connection with its admission as a Member; and
- (c) all debts and obligations (if any) of the transferor Member to the Company with respect to the transferred Membership Units have been paid.

8.4 Rights of Assignees. The Assignee of a Membership Unit shall have no right to participate in the management of the business and affairs of the Company or to become a Member. Such Assignee shall only be entitled to receive allocations of Net Profits and Net Losses, and distributions of Distributable Cash and capital, attributable to the Membership Unit.

8.5 Admission of Substitute Members. An Assignee of a Membership Unit may, in the Manager's sole and absolute discretion, be admitted as a Substitute Member and thereby be admitted to all the rights of the Member assigning the Membership Unit. If so admitted, the Substitute Member shall have all of the rights and powers, and shall be subject to all the restrictions and liabilities, of the Member assigning the Membership Unit. Except as otherwise agreed to by the Manager, in the Manager's sole and absolute discretion, the admission of a Substitute Member shall not release the Member assigning the Membership Unit from any liability to the Company which such assigning Member shall have had prior to such assignment.

8.6 Admission of Additional Members. Additional Members shall be admitted to the Company by the Manager in the Manager's sole and absolute discretion, and the execution and acknowledgment by each Member, including such additional Member, of an amendment to this Agreement admitting such additional Member.

8.7 Reasonableness and Necessity. The parties to this Agreement expressly acknowledge and agree that the restrictions on transfer contained herein (i) are reasonable and necessary for the efficient operation of the Company, and (ii) are not, and shall not be construed as being, an unlawful restraint on alienation of a Membership Unit.

ARTICLE IX DISSOCIATION OF A MEMBER

9.1 Events of Dissociation. A Member shall cease to be a Member upon the occurrence of any of the following events (each, an "Event of Dissociation"):

- (a) such Member shall fail to make a required Additional Capital Contribution when due;

- (b) such Member shall (i) make an assignment for the benefit of creditors, (ii) file a voluntary petition in bankruptcy, (iii) be adjudicated a bankrupt or insolvent, (iv) file a petition or answer seeking for such member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief pursuant to any statute, law, or regulation, (v) file an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Member in any proceeding of this nature, (vi) be convicted of a felony, (vii) seek, consent to or acquiesce in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of such Member's properties;
- (c) if, within one hundred twenty (120) days after the commencement of any proceeding against such Member seeking the reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief pursuant to any statute, law, or regulation, the proceeding shall not have been dismissed, or if within ninety (90) days after the appointment without his consent or acquiescence of a trustee, receiver, or liquidator of such Member or of all or any substantial part of his properties, the appointment shall not be vacated or stayed, or within ninety (90) days after the expiration of any stay, the appointment shall not be vacated;
- (d) such Member shall attempt to encumber his Membership Units without the prior written consent of the Manager;
- (e) such Member shall die, suffer a Disability, or there shall be entered an order by a court of competent jurisdiction adjudicating such Member incompetent to manage his person or his property;
- (f) such Member, if an entity, shall dissolve, liquidate, or wind up;
- (g) such Member shall breach any other term or condition of this Agreement which shall not be cured, with respect to monetary breaches, within ten (10) days, and, with respect to non-monetary breaches, within thirty (30) days, after notice to such Member of such breach;
- (h) such Member shall have received the prior written consent to withdraw from the Company, which consent may be granted by the Manager, in the Manager's sole and absolute discretion; or
- (i) such Member shall commit any other act in violation of such Member's duties of good faith and care to the Company and the other Members.

9.2 Loss of Management Rights. Upon the occurrence of any Event of Dissociation set forth in Section 9.1 hereof, the Dissociated Member shall become an Assignee and, unless and until such Assignee shall become a Substitute Member in accordance with Article VIII hereof, shall lose all rights with respect to the management

of the Company set forth in this Agreement, including, without limitation, the right to vote on any of the events described in Section 2.2 of this Agreement.

ARTICLE X DISSOLUTION

10.1 Events of Dissolution. The Company shall be dissolved upon the first to occur of the following events (each, an "Event of Dissolution"):

- (a) a Unanimous Vote;
- (b) the disposition by sale, foreclosure, or condemnation of substantially all of the Company's assets other than cash; or
- (c) the occurrence of a Dissociation with respect to any Member, unless within ninety (90) days after the occurrence of such Dissociation the Company shall be continued by a Unanimous Vote of the remaining Member(s) owning Class A Units.

10.2 Statement of Assets. Upon an Event of Dissolution, each of the Members shall be furnished with a statement, certified by the Company, setting forth the assets and liabilities of the Company as of the date of such Event of Dissolution.

10.3 Execution of Documents. Any Member shall make, execute, deliver, and record any and all documents required or deemed necessary or desirable by the Members to effect and reflect the termination and dissolution of the Company.

10.4 Winding-up of Affairs and Distribution of Assets. Upon the occurrence of an Event of Dissolution, the Company shall cease to carry on its business and the Manager shall wind up the Company's affairs and dissolve the Company as hereinafter set forth:

- (a) Prior to any distribution to the Members, the Manager shall set aside from the assets of the Company sufficient assets to be applied in the following order:
 - (i) to the payment of creditors, other than Members, in the order of priority provided by law; then
 - (ii) to the setting up of such reserves as the Members deem reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Company (such reserves being paid over to such bank or person as shall be appointed by the Members, to be disbursed by such bank or person to pay any such contingencies and, at the expiration of such period as the

Members deem advisable, to be distributed pursuant to Sections 10.4(a)(iii) and 10.4(b) hereof; and then

- (iii) to the repayment of any loans to the Company by the Members and their Affiliates.

(b) After the payments required by Section 10.4(a) hereof:

- (i) Any remaining assets of the Company, other than cash, either
 - (A) shall be sold, and the Net Profits or Net Losses therefrom, as the case may be, allocated pursuant to Article VI hereof; or
 - (B) if not sold, shall be deemed to be sold at their then fair market values and the deemed Net Profits or Net Losses therefrom, as the case may be, allocated pursuant to Article VI hereof.
- (ii) After the allocations required by the previous provisions of subsection (b) of this Section 10.4, the Distributable Cash (or, if a deemed sale, the property of the Company valued at fair market value) shall be distributed to the Members, pro rata, based on their positive Capital Account balances.
- (iii) All assets of the Company, including cash, remaining after compliance with subsections (a) and (b) above shall be distributed to those Members with positive Capital Account balances, pro rata, based on their respective Capital Account balances.

10.5 Compliance with Certain Requirements of Regulations; Deficit Capital Accounts. In the event the Company shall be liquidated within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations, distributions shall be made pursuant to this Article X to the Members who shall have positive Capital Account balances in compliance with Section 1.704-1(b)(2)(ii)(b)(2) of the Regulations. If any Member shall have a deficit balance in his Capital Account (after giving effect to all contributions, distributions and allocations for all Company Years, including the Company Year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other third-party for any purpose whatsoever. As determined by the Manager, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to this Article X may be:

- (a) distributed to a trust established for the benefit of the Members for the purposes of liquidating the Company's assets, collecting amounts owed to

the Company, and paying any contingent or unforeseen liabilities or obligations of the Company, the assets of any such trust being distributed to the Members from time to time, in the reasonable discretion of the Manager, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to Section 10.4 hereof; or

- (b) withheld to provide a reasonable reserve for the Company's liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

10.6 Deemed Distribution and Recontribution. Notwithstanding any other provision of this Article X, in the event the Company is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) but no event of dissolution described in Section 10.1 hereof has occurred, the property shall not be liquidated, the Company's debts and other liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, solely for Federal income tax purposes, the Company shall be deemed to have distributed its property in-kind to the Members, who shall be deemed to have taken such property subject to all debts of the Company and other liabilities, all in accordance with their respective Capital Accounts. Immediately, thereafter, the Members shall be deemed to have recontributed the property in-kind to the Company, which shall be deemed to have taken the property subject to all such liabilities.

10.7 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the property of the Company for the return of his Capital Contribution or any loan he has made, and shall have no right or power to demand or receive property other than cash from the Company. If the assets of the Company remaining after the payment or discharge of the debts or liabilities of the Company shall be insufficient to return any such loan or a Member's Capital Contribution, the Members shall have no recourse against the Company, any agent of the Company, or any other Member.

10.8 Allocations During Period of Liquidation. During the period commencing on the first day of the Company Year during which an Event of Dissolution shall occur and ending on the date on which all of the assets of the Company shall have been distributed to the Members pursuant to Section 10.4 hereof, the Members shall continue to share Net Profits, Net Losses, gain, loss, and other items of Company income, gain, loss, or deduction on the terms of Article VI hereof.

10.9 Character of Liquidating Distribution. All payments made in liquidation of the Membership Units of a Member shall be made in exchange for the Membership Units of such Member in property of the Company pursuant to Section 736(b)(1) of the Code, including the interest of such Member in the goodwill of the Company.

10.10 Form of Liquidating Distributions. For purposes of making distributions required by Section 10.4 hereof, the Manager, in his sole and absolute discretion, may determine whether to distribute all or any portion of the Company's property in-kind or whether to sell all or any portion of the Company's property and distribute the proceeds therefrom.

10.11 No Personal Liability. Any implication in this Agreement to the contrary notwithstanding, no Member shall be personally liable for the return to any other Member of any portion of such other Member's Capital Account or for the repayment to any such other Member of any loan made by such other Member to the Company; any such return shall be made solely from Company assets in the order of distribution set forth in this Article X.

ARTICLE XI PERSONAL GUARANTIES

In the event any Member shall, in connection with a personal guaranty of any debt, liability, or other obligation of the Company to an independent third party (a "Liability"), be required to pay an amount of such Liability that exceeds such Member's Company Percentage of such Liability, then such Member shall have a claim for contribution against all other Members so that each Member shall only bear an amount of such Liability equal to such Member's Company Percentage at the time such claim shall have arisen.

ARTICLE XII MISCELLANEOUS

12.1 Waiver of Partition. Each Member hereby waives and renounces his right to seek or maintain a petition for the partition of any property which the Company may, at any time, own or to compel any sale thereof under the laws of any jurisdiction which has jurisdiction with respect to such petition.

12.2 Special Tax Elections. In the event of a transfer of a Member's Membership Units pursuant to this Agreement, the death or dissolution of a Member, or the distribution of any Company property to a Member, the remaining Member(s) may, upon a distribution of any property described in Section 734 of the Code or upon a transfer described in Section 743 of the Code (as the case may be), make an election pursuant to Section 754 of the Code upon a Unanimous Vote of the remaining Member(s) owning Class A Units. Each Member shall, upon the request of the other Members, supply the other Members with all information necessary to make such election.

12.3 General Elections and Limitations. Subject to Section 12.2 hereof, the Manager shall be authorized, in the Manager's sole discretion, to make all elections required or permitted with respect to Federal or state taxes on Company tax returns; provided, however, no election shall be made by either the Company or the Members to

be excluded from the application of the provisions of Subchapter K of Subtitle A of the Code or from any similar provisions of any state tax law.

12.4 Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, the Members specifically named herein and, as provided in this Agreement, their respective heirs, administrators, executors, transferees, successors, and permitted assigns.

12.5 Amendment. Except as otherwise provided herein, this Agreement may be amended only by a writing signed by all of the Class A Members.

12.6 Notices. All notices required by this Agreement shall be deemed to have been given if sent by certified or registered mail, postage prepaid, (i) in the case of the Company, addressed to the office of the Company, and (ii) in the case of the Members, to the addresses indicated below their respective names on Exhibit D, attached hereto and made a part hereof. Refusal to accept a notice, or inability to deliver a notice because of changed addresses, shall be deemed a receipt of such notice. The Company and any Member may change his address by giving notice to the Members and the Company in accordance with the terms of this Section.

12.7 Books, Records, Accounting, Reports, and Access.

- (a) The Manager shall keep, or shall cause to be kept, true books of account of the Company's operations consistent with those generally accepted accounting principles commonly referred to as US GAAP. Such books of account shall, at all times, be maintained at the principal office of the Company and shall be open to the reasonable inspection and examination by the Members or their duly authorized representatives during the regular business hours of the Company.
- (b) Within ninety (90) days after the end of each Company Year, the Company shall deliver to each Member an annual accounting showing the financial condition of the Company at the end of such Company Year and the results of its operations for the Company Year then ended.
- (c) The Manager shall cause income tax returns for the Company to be prepared, at the expense of the Company, timely filed with the appropriate authorities and timely delivered to the Members.

12.8 Bank Accounts. All funds of the Company shall be deposited in the Company's name in one or more accounts at such commercial institutions as the Manager shall, in the Manager's sole and absolute discretion, from time to time, determine. Withdrawals from any such accounts shall be made upon such signature(s) as the Manager shall, in the Manager's sole and absolute discretion, from time to time, authorize.

12.9 Investment Representation and Indemnity. Each Member, by executing this Agreement, represents to the other Members and to the Company that (i) such Member is acquiring Membership Units with the intent of holding such interest for investment and without the intent of participating, directly or indirectly, in any "sale or distribution" (as defined for securities laws purposes) unless he shall first comply with all applicable securities laws, (ii) such Member is a bona fide resident of the state of his mailing address as shown in this Agreement, and (iii) such Member shall indemnify the other Members and the Company from and against any and all losses, damages, liabilities, claims, and expenses incurred, suffered, or sustained by any of them in any manner because of the falsity of any representation made in this Section 12.9 including, without limitation, liability which would not have occurred (had such representation been true) for violation of the securities laws of the United States or of any state.

12.10 Governing Law. This Agreement and all matters arising hereunder shall be construed and interpreted according to, and governed by, the laws of the State of Wyoming.

12.11 Construction. In the event any provision of this Agreement shall be found to be void by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void provision had not been included herein.

12.12 Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which together shall constitute but a single document.

12.13 Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and no representation, warranty, covenant, or agreement not embodied herein, oral or otherwise, shall be of any force or effect whatsoever.

12.14 Headings. All headings in this Agreement are for convenience only, are not a part of this Agreement and shall not be used as an aid in the construction of any provision hereof.

12.15 Number and Gender. As used herein, the singular and plural each includes the other, the masculine, feminine, and neuter each includes the others, and this Agreement shall be read accordingly when required by the facts.

12.16 Waiver. A waiver of any default or breach hereunder by any party hereto shall not constitute a waiver by such party of any other default or breach, or a subsequent waiver by such party of the same default or breach. Further, to be effective, any waiver shall be in writing and shall be signed by the party granting such waiver.

12.17 Capacity. In the event this Agreement shall be executed by the trustee of a trust in his or her capacity as trustee, such trustee shall execute this Agreement in such capacity not individually, but solely as trustee of such trust. Nothing contained in

this Agreement shall create, or shall be construed as creating, any individual liability on, or require individual performance of any covenant by, such trustee, any such liability being limited to the assets of such trust and such performance being limited to such trustee in his or her fiduciary capacity.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed as of the date first set forth above.

CLASS A MEMBERS

Nesle Day
WITNESS

[Signature]
RICHARD DARIEN LEE

CLASS B MEMBER

CLINGMANS DOME TRUST

Nesle Day
WITNESS

By: [Signature]
RICHARD DARIEN LEE, Co-Trustee

Nesle Day
WITNESS

By: [Signature]
BRYAN PILLSBURY, Co-Trustee

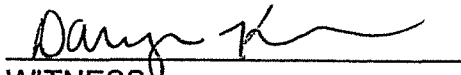
EXHIBIT A

[ASSIGNMENT AND ACCEPTANCE]

SALE ASSIGNMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned, RICHARD DARIEN LEE (the "Assignor"), hereby assigns, conveys, quit-claims, transfers, sets over, and delivers unto RICHARD DARIEN LEE and BRYAN PILLSBURY, not individually but solely as Co-Trustees of CLINGMANS DOME TRUST, all of Assignor's right, title, and interest in and to the assets listed on Schedule A, attached hereto and incorporated herein by reference.

Dated effective as of the 31 day of December, 2022.


WITNESS

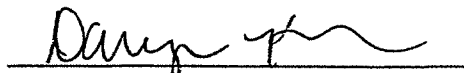

RICHARD DARIEN LEE

ACCEPTANCE

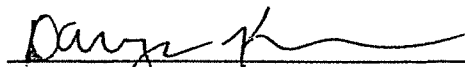
The undersigned hereby accepts the foregoing assignment on the terms and conditions set forth above.

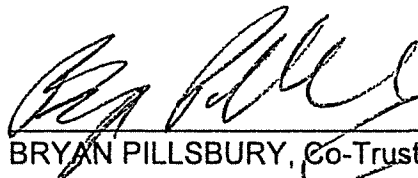
Dated effective as of the 31 day of December, 2022.

CLINGMANS DOME TRUST


WITNESS

By: 
RICHARD DARIEN LEE, Co-Trustee


WITNESS

By: 
BRYAN PILLSBURY, Co-Trustee

Schedule A

All of Assignor's right, title, and interest in and to a ninety-nine percent (99.0%) non-voting membership interest in AUGUSTINE MANAGEMENT, LLC, a Wyoming limited liability company.

EXHIBIT B
DEFINITIONS

As used in this Agreement, each of the following terms shall have the specific definition indicated:

- (a) "Act" means Wyoming Limited Liability Company Act, as from time to time amended, or any provisions from time to time in effect and corresponding thereto.
- (b) "Additional Capital Contribution" means the amount of cash contributed or required to be contributed by a Member to the capital of the Company subsequent to such Member's Initial Capital Contribution.
- (c) "Adjusted Capital Account Deficit" means the deficit balance, if any, in a Member's Capital Account at the end of a Company Year after giving effect to the following adjustments:
 - (i) crediting thereto any amount which such Member shall be obligated to restore pursuant to any provision of this Agreement or shall be deemed to be obligated to restore pursuant to the penultimate sentence of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and
 - (ii) debiting thereto the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

This subparagraph (c) is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations, and shall be interpreted accordingly.

- (d) "Affiliate" means, with respect to any individual, corporation, partnership, limited liability company, trust, or other entity (collectively referred to in this subsection (d) as a "person") (i) any person who directly or indirectly controls, is controlled by, or is under common control with, such person, (ii) any person owning or controlling ten percent (10%) or more of the outstanding voting securities or beneficial interest of such person, (iii) any person who is an officer, director, general partner, or trustee of another person, or anyone acting in a substantially similar capacity to such person, (iv) any family member of a Member, and (v) any person who is an officer, director, general partner, trustee, or holder of ten percent (10%) or more of the voting securities or beneficial interest of any of the foregoing; provided, however, that "Affiliate" shall not be deemed to include any person providing legal, accounting, or other professional services to the

Company, its Members or their Affiliates merely by reason of the provision of such services.

- (e) "Assignee" means a transferee of a Membership Unit who shall not have been admitted to the Company as a Substituted Member.
- (f) "Book Basis" means on a pertinent date an asset's fair market value on the date of its contribution to the Company; provided, however, such value shall be subject to the following adjustments, all of which shall take into account Section 7701(g) of the Code:
 - (i) An adjustment to the respective fair market values of all the Company's assets shall be made on the occurrence of the following events:
 - (A) The acquisition of an additional Membership Units by any new or existing Member in exchange for more than a de minimis Capital Contribution; and
 - (B) The distribution by the Company to a Member of more than a de minimis amount of property of the Company as consideration for Membership Units;

provided, however, that an adjustment described in clauses (A) and (B) of this subsection shall be made only by the Manager, in the Manager's sole and absolute discretion, upon the reasonable determination of the Manager, in the Manager's sole and absolute discretion, that such adjustment shall be necessary to reflect the relative economic interests of the Members in the Company.

- (ii) The Book Basis of any Company asset distributed to any Member shall be adjusted to equal the fair market value of such asset on the date of distribution as determined by the Manager (taking Section 7701(g) of the Code into account).
- (iii) An adjustment shall be made to reflect any increase or decrease to the adjusted basis of the Company's assets pursuant to Sections 734(b) or 743(b) of the Code, but only to the extent that such increase or decrease is taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations, subparagraph (vii) thereof (the definition of "Net Profits" and "Net Losses"), or Section 6.3(c) hereof; provided, however, that Book Basis shall not be adjusted pursuant to this subparagraph (iii) to the extent that an adjustment pursuant to subparagraph (i) is required in connection with a transaction that

would otherwise result in an adjustment pursuant to this subparagraph (iii).

If the Book Basis of an asset has been determined or adjusted pursuant to subparagraph (i) or (iii) hereof, such Book Basis shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

- (g) "Capital Account" means, on a pertinent date,
- (i) The cash and aggregate Book Basis of a Member's Initial Capital Contribution and each Additional Capital Contribution (if any) determined as of their respective dates of contribution;
 - (ii) Increased by such Member's share of any Net Profits allocated to such Member to such date; and
 - (iii) Decreased by such Member's share of any Net Losses and distributions to such Member, whether of Distributable Cash or other property (any distribution of such other property to be treated pursuant to Section 10.4(b)(i) hereof) to such date;

subject, however, to the following:

- (A) If there shall be an adjustment pursuant to subsection (f) above, all Capital Accounts shall be adjusted, simultaneously, and pro tanto, as if the Company recognized Net Profit or Net Loss equal to the amount of such adjustment; and
- (B) The foregoing provisions and all other provisions of this Agreement concerning the maintenance of Capital Accounts are intended to comply, and shall be interpreted and applied in a manner consistent, with Section 1.704-1(b) of the Regulations. To that end, the Members may modify the manner in which Capital Accounts, or any debits or credits thereto, are computed if such modification shall not likely have a material effect on the amounts distributable to any Member pursuant to Article X hereof upon the dissolution of the Company. If the Members shall determine such modification is necessary or appropriate to comply with Section 1.704-1(b)(2)(iv) of the Regulations, the Members shall adjust the amounts debited or credited to Capital Accounts with respect to:

- (x) Any property contributed to the Company or distributed to the Members; and
 - (y) Any liabilities secured by such contributed or distributed property or assumed by the Company or the Members.
- (h) "Capital Contribution" means either an Initial Capital Contribution or an Additional Capital Contribution.
- (i) "Class A Member" means RICHARD DARIEN LEE and any party added hereto pursuant to an admission amendment executed by such party and the Company and any party or parties substituted for such Class A Member pursuant to the terms of this Agreement.
- (j) "Class A Unit" means a Membership Unit held by a Class A Member and includes the equity units in the Company possessing the rights and privileges as outlined herein for such Class A Units.
- (k) "Class B Member" means CLINGMANS DOME TRUST and shall also include any party or parties substituted for such Class B Member pursuant to the terms of this Agreement.
- (l) "Class B Unit" means a Membership Unit held by a Class B Member and includes the equity units in the Company possessing the rights and privileges as outlined herein for such Class B Units.
- (m) "Code" means the Internal Revenue Code of 1986, as from time to time amended, or any statute from time to time in effect and corresponding thereto.
- (n) "Company Minimum Gain" means the minimum gain which would be generated if the Company disposed of property encumbered by a Nonrecourse Liability, the outstanding balance of which exceeds the adjusted income tax basis of such property at the time of such determination; provided, however, that the definition, amount, and allocation, of "Company Minimum Gain" shall be definitively determined in accordance with Section 1.704-2(b) of the Regulations.
- (o) "Company Percentage" means a Member's percentage ownership of the Company on a pertinent date. The initial Company Percentages of each Member shall be as set forth on Exhibit D, attached hereto and made a part hereof, and shall be adjusted pro rata in accordance with each Member's respective aggregate Capital Contributions as shown in the books and records of the Company.

- (p) "Company Year" means the accounting period of the Company. Unless otherwise determined by the Manager, the Company Year shall be the calendar year; provided, however, that for purposes of Section 6.6 hereof, the Company Year shall be deemed to consist of three hundred sixty (360) days.
- (q) "Contributed Property" means property contributed by a Member to the Company, the income tax basis of which to the Company is determined, in whole or in part, by reference to the income tax basis of such property (or of any property exchanged for such property) in the hands of such Member.
- (r) "Depreciation" means, for each Company Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Company Year, except that if the Book Basis of an asset differs from its adjusted basis for Federal income tax purposes at the beginning of such Company Year, Depreciation shall be an amount which bears the same ratio to such beginning Book Basis as the Federal income tax depreciation, amortization, or other cost recovery deduction for such Company Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for Federal income tax purposes of an asset at the beginning of such Company Year shall be zero (0), Depreciation shall be determined with reference to such beginning Book Basis using any reasonable method selected by the Members.
- (s) "Disability" means the event deemed to have occurred which results in an individual Member receiving payments pursuant to a policy of long-term disability income insurance or, if such Member shall have no long-term disability income coverage then in force, if any insurance company insuring such Member's life shall have agreed to waive the premiums due on such policy pursuant to a disability waiver of premium provision in the contract of life insurance or, if such Member shall have no life insurance coverage containing a disability waiver of premium then in force, (i) if such Member shall be entitled to receive disability payments from the Social Security Administration or (ii) the permanent and continuous inability of such Member to perform the duties being performed in such Member's primary occupation or business. If a dispute shall arise with regard to the determination of Disability as defined herein, the affected Member shall forthwith appoint a medical doctor and the other Members, collectively, shall also forthwith appoint a medical doctor, and the two doctors so appointed shall, in turn, appoint a third medical doctor. Said third medical doctor shall examine such Member to determine the Member's Disability. The determination of such third party medical doctor as to the question of Disability shall be binding upon all parties at any time having an interest in this Agreement.

- (t) "Dissociated Member" means a Member described in Section 9.1 hereof.
- (u) "Dissociation" means an action or event described in Section 9.1 hereof which causes a Member to cease, or results in a Member ceasing, to be a Member for purposes of this Agreement.
- (v) "Distributable Cash" means the excess, if any, of
 - (i) The Company's aggregate cash receipts (other than Capital Contributions, but including without limitation (i) the condemnation of Company property, (ii) Company borrowings, or (iii) Company refinancings not used to pay creditors or set aside by the Members for Company purposes) over
 - (ii) The aggregate of the Company's expenditures from such cash receipts (including, but not limited to, debt service, royalty fees, and debt reduction) and such amounts as the Manager may, in the Manager's sole and absolute discretion, withhold to satisfy valid business or investment objectives of the Company;

provided, however, that retained amounts shall become "Distributable Cash" when the Manager shall determine that their retention shall be no longer necessary; provided, further, however, that "Distributable Cash" shall not be reduced by depreciation, cost recovery deductions, or other similar non-cash expenses.
- (w) "Economic Risk of Loss" means the economic risk of loss that a Member or an Affiliate bears for a Company liability as determined pursuant to Section 1.752-2 of the Regulations.
- (x) "Initial Capital Contribution" means the aggregate of the amount of cash and value of the assets initially contributed by a Member to the Company as detailed on Exhibit D, attached hereto and made a part hereof.
- (y) "Initial Capital Contribution Balance" means, for each Member, in any given Company Year, the Initial Capital Contribution of such Member less the aggregate of the amounts distributed to each Member, pursuant to Section 7.1(b) hereof, in each previous Company Year.
- (z) "Manager" means such person(s) or entity(ies) identified in, or described by, Article III hereof.
- (aa) "Member(s)" means, individually, each of the signatories to this Agreement and, collectively, all of the Class A and Class B Members, and includes Substituted Members.

- (bb) "Member Nonrecourse Debt" means any Company liability (i) to the extent the liability shall be nonrecourse pursuant to Section 1.1001-2 of the Regulations, and (ii) for which a Member or Related Person bears the Economic Risk of Loss.
- (cc) "Member Nonrecourse Debt Minimum Gain" means the Company Minimum Gain attributable to Member Nonrecourse Debt. Member Nonrecourse Debt Minimum Gain shall be determined in a manner consistent with Sections 1.704-2(d) and 1.704-2(g)(3) of the Regulations.
- (dd) "Member Nonrecourse Deductions" means the Company losses, deductions, and Section 705(a)(2)(B) expenditures attributable to Member Nonrecourse Debt.
- (ee) "Membership Interest" means a Member's entire interest in the Company including such Member's economic interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement or the Act.
- (ff) "Membership Unit" or "Unit" means an interest in the Company owned by a Member which represents, as of the date of determination, an interest in the capital and profits of the Company. A Member's total Membership Units are divided by all of the outstanding Membership Units to determine the Member's Company Percentage as of any date of determination.
- (gg) "Net Precontribution Gain" means the net gain (if any) which shall be recognized [pursuant to Sections 737(b) or 704(c)(1) of the Code, whichever shall be applicable] by the Member who has contributed property to the Company (the "Contributing Member") if, within seven (7) years of said contribution (or so many years as shall then be provided in Sections 737(b) or 704(c)(1) of the Code, whichever shall be applicable), the company shall either:
 - (i) Distribute other property to the Contributing Member which the Company shall have held immediately prior to such distribution (Section 737(b) of the Code); or
 - (ii) Distribute such Contributed Property to a Member other than the Contributing Member (Section 704(c)(1)(B) of the Code).
- (hh) "Net Profits and Net Losses" means, for a pertinent period, an amount equal to the Company's taxable income or loss for such period determined in accordance with Section 703(a) of the Code, adjusted as follows:

- (i) There shall be included all items of income, gain, loss, or deduction required to be separately stated pursuant to Section 703(a)(1) of the Code;
- (ii) Any income of the Company exempt from Federal income tax shall be added;
- (iii) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) of the Code expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations, shall be subtracted;
- (iv) If the Book Basis of any Company asset shall be adjusted pursuant to subparagraphs (i) or (ii) of the definition of Book Basis, the amount of such adjustment shall be treated as an item of gain (if the adjustment shall increase the Book Basis of the asset) or an item of loss (if the adjustment shall decrease the Book Basis of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Net Profits and Net Losses;
- (v) Gain or loss resulting from any disposition of an asset with respect to which gain or loss shall be recognized for Federal income tax purposes shall be computed by reference to the Book Basis of such asset disposed of, notwithstanding that the adjusted tax basis of such asset shall differ from its Book Basis;
- (vi) In lieu of the depreciation, amortization, and other cost recovery deductions calculated pursuant to Section 703(a) of the Code, there shall be taken into account Depreciation for such Company Year;
- (vii) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code shall be required pursuant to Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment shall increase the basis of the asset) or loss (if the adjustment shall decrease such basis) from the disposition of such asset and shall be taken into account for purposes of computing Net Profits and Net Losses; and
- (viii) Any item of Company income, gain, loss, or deduction which shall be specially allocated pursuant to Sections 6.3 or Section 6.4 hereof shall not be included in Net Profits and Net Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Sections 6.3 or 6.4 hereof shall be determined by applying rules analogous to those set forth in the above subparagraphs (ii) through (vii) of this subsection (dd) of this Exhibit B.

- (ii) "Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations and shall, for any Company Year, equal the net increase, if any, in the amount of Company Minimum Gain during such Company Year, determined pursuant to Section 1.704-2(d) of the Regulations, over the amount of any distribution of proceeds of a Nonrecourse Liability allocable to an increase in Company Minimum Gain.
- (jj) "Nonrecourse Liability" means a liability for which no Member, or Affiliate of any Member, bears any Economic Risk of Loss.
- (kk) "Regulations" means the Federal income tax regulations from time to time promulgated under the Code by the Internal Revenue Service and the Treasury Department.
- (ll) "Related Person" means any person having a relationship to a Member described in Regulations Section 1.752-4(b).
- (mm) "Substitute Member" means an Assignee who shall have been admitted to all of the rights of a Member pursuant to this Agreement.
- (nn) "Unanimous Vote" means the written affirmative vote of one hundred percent (100%) of the then-outstanding Class A Units entitled, by this Agreement or otherwise, to vote at the time such vote occurs.

EXHIBIT C

[ARTICLES OF ORGANIZATION]



Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101
Cheyenne, WY 82002-0020
Ph. 307-777-7311

For Office Use Only
WY Secretary of State
FILED: Dec 6 2022 12:55PM
Original ID: 2022-001192581

Limited Liability Company Articles of Organization

- I. The name of the limited liability company is:
Augustine Management, LLC
- II. The name and physical address of the registered agent of the limited liability company is:
Corporate Creations Network Inc.
5830 E 2nd St
Casper, WY 82609
- III. The mailing address of the limited liability company is:
3460 Preston Ridge Road
Suite 150
Alpharetta, GA 30005
- IV. The principal office address of the limited liability company is:
3460 Preston Ridge Road
Suite 150
Alpharetta, GA 30005
- V. The organizer of the limited liability company is:
Summer Rydson
3460 Preston Ridge Road, Suite 150, Alpharetta, GA 30005

Signature: Summer Rydson
Print Name: Summer Rydson
Title: Organizer
Email: summer@dearthlaw.com
Daytime Phone #: (404) 341-5852

Date: 12/06/2022

- ☒ I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.
- ☒ I am filing in accordance with the provisions of the Wyoming Limited Liability Company Act, (W.S. 17-29-101 through 17-29-1105) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).
- ☒ I understand that the information submitted electronically by me will be used to generate Articles of Organization that will be filed with the Wyoming Secretary of State.
- ☒ I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.
- ☒ I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.
- ☒ I consent on behalf of the business entity to accept electronic service of process at the email address provided with Article IV, Principal Office Address, under the circumstances specified in W.S. 17-28-104(e).

Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.

W.S. 6-5-308. Penalty for filing false document.

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

(i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;

(ii) Makes any materially false, fictitious or fraudulent statement or representation; or

(iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

- ☒ I acknowledge having read W.S. 6-5-308.

Filer is: ☒ An Individual ☐ An Organization

Filer Information:

By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Organization.

Signature: Summer Rydson
Print Name: Summer Rydson
Title: Organizer
Email: summer@dearthlaw.com
Daytime Phone #: (404) 341-5852

Date: 12/06/2022



Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101

Cheyenne, WY 82002-0020
Ph. 307-777-7311

Consent to Appointment by Registered Agent

Corporate Creations Network Inc., whose registered office is located at **5830 E 2nd St, Casper, WY 82609**, voluntarily consented to serve as the registered agent for **Augustine Management, LLC** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature: **Summer Rydson** Date: **12/06/2022**
Print Name: **Summer Rydson**
Title: **Organizer**
Email: **summer@dearthlaw.com**
Daytime Phone #: **(404) 341-5852**

STATE OF WYOMING
Office of the Secretary of State

I, KARL ALLRED, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF ORGANIZATION

Augustine Management, LLC

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **6th** day of **December, 2022** at **12:55 PM**.

Remainder intentionally left blank.



Filed Date: 12/06/2022

A handwritten signature in black ink, reading "Karl T. Allred", is written over a horizontal line.

Secretary of State

Filed Online By:

Summer Rydson

on 12/06/2022

EXHIBIT D
CAPITAL CONTRIBUTIONS, MEMBERSHIP UNITS,
AND COMPANY PERCENTAGES

<u>MEMBER</u>	<u>MEMBERSHIP UNITS</u>	<u>VOTING PERCENTAGE</u>	<u>COMPANY PERCENTAGE</u>
CLASS A MEMBERS			
RICHARD DARIEN LEE 3460 Preston Ridge Road Suite 150 Alpharetta, GA 30005	10 Class A	1.0%	1.0%
CLASS B MEMBERS			
CLINGMANS DOME TRUST 3460 Preston Ridge Road Suite 150 Alpharetta, GA 30005	990 Class B	0%	99.0%

FIRST AMENDED AND RESTATED
OPERATING AGREEMENT OF
BRILAND HOLDINGS, LLC

THIS FIRST AMENDED AND RESTATED OPERATING AGREEMENT is made and entered into as of the 31st day of December, 2022, by and between (i) WILEY ALBERT TUCKER, III and (ii) WILEY ALBERT TUCKER, III, RICHARD DARIEN LEE, and MARC J. DEARTH, not individually but solely as Co-Trustees of PINK SANDS TRUST (hereinafter sometimes referred to, individually, as a "Member" and, collectively, as the "Members").

WITNESSETH:

WHEREAS, on August 17, 2022, BRILAND HOLDINGS, LLC, a Wyoming limited liability company (the "Company"), was formed pursuant to the filing of the Articles of Organization for the Company with the Secretary of State of Wyoming and execution of that certain Operating Agreement of the Company dated August 17, 2022 (the "Operating Agreement");

WHEREAS, the ownership of the Company was previously structured as follows:

WILEY ALBERT TUCKER, III	10 voting units
WILEY ALBERT TUCKER, III	990 non-voting units

WHEREAS, pursuant to that certain Assignment and Acceptance of even date herewith, attached hereto as Exhibit A and made a part hereof, WILEY ALBERT TUCKER, III transferred his 990 non-voting membership units in the Company to the PINK SANDS TRUST;

WHEREAS, the ownership of the Company is now structured as follows:

WILEY ALBERT TUCKER, III	10 voting units
PINK SANDS TRUST	990 non-voting units

WHEREAS, the Members and the Manager desire to amend and restate the Operating Agreement in its entirety to set forth the desired management and capital structure of the Company on a going-forward basis;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

ARTICLE I
GENERAL PROVISIONS

1.1 Definitions. Each capitalized term used in this Agreement and not defined in the text hereof shall have the meaning set forth on Exhibit B, attached hereto and made a part hereof.

1.2 Formation. The parties hereto hereby affirm the formation of the Company pursuant to the Act and consent to be governed by the provisions thereof. The Members acknowledge and confirm that they or their predecessors have caused to be executed and delivered to the Secretary of State of Wyoming and hereby ratify, the Articles of Organization attached hereto and made a part hereof as Exhibit C, attached hereto and made a part hereof, and such other documents as the Manager shall have deemed or shall deem necessary or desirable to comply with the requirements of the Act.

1.3 Name. The Company shall operate under the name of "BRILAND HOLDINGS, LLC" or under such other name(s) as the Manager shall, from time to time, determine.

1.4 Purpose. The Company is formed to engage in any lawful act or activity for which limited liability companies may be formed under the Act and may engage in any and all activities necessary and incidental to the foregoing.

1.5 Principal Place of Business. The principal place of business of the Company shall be located at 3460 Preston Ridge Road, Suite 150, Alpharetta, GA 30005 or at such other place as the Manager shall, from time to time, determine.

1.6 Registered Office and Registered Agent. The registered agent for the service of process and the registered office of the Company shall be the person and the location set forth in the Articles of Organization, in accordance with, or as otherwise determined, from time to time in accordance with, the Act.

ARTICLE II
RIGHTS AND DUTIES OF MEMBERS

2.1 Members. Each Member of the Company and their respective Company Percentages and Units are set forth on Exhibit D, attached hereto and made a part hereof. The Company shall be authorized to issue ten (10) Class A Units and nine hundred ninety (990) Class B Units.

2.2 Governance Rights of Class A Members. Each Class A Member who shall not be a Dissociated Member shall be entitled to vote on any matter submitted to a vote of the Members. Each Class A Unit held by a Member shall carry one (1) vote. Notwithstanding the delegation of the management of the Company to the Manager as set forth in this Agreement, and in addition to any other decisions to be made by the

Members pursuant to the terms of this Agreement, the following actions shall require A Unanimous Vote:

- (a) engage in any business, transaction or activity other than those set forth in Section 1.4 hereof;
- (b) do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in this Agreement;
- (c) assume or guaranty any indebtedness of any other entity, other than normal trade accounts and lease obligations incurred in the ordinary course of business, or grant consensual liens on the Company's property;
- (d) dissolve or liquidate the Company in whole or in part;
- (e) enter into (i) any agreement for the sale of all or a substantial portion of the Membership Units or assets of the Company, (ii) any merger of the Company with any other entity, or (iii) any transfer of control of the Company;
- (f) institute proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution or bankruptcy or insolvency proceedings against it, or file a petition seeking or consenting to reorganization or relief pursuant to any applicable Federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of the property of the Company, or make any assignment for the benefit of creditors, or admit, in writing or otherwise, the Company's inability to pay its debts generally as they become due, or take action on behalf of the Company in furtherance of any such action;
- (g) acquire the stock or assets of, or any other equity interest in, any other corporation or entity, other than in the ordinary course of business;
- (h) approve a redemption of all or any part of a Membership Unit other than pursuant to the terms and conditions of this Agreement;
- (i) make any distribution other than pursuant to Section 7.1 hereof;
- (j) amend this Agreement or the Articles of Organization.

Subject to the foregoing, the Members hereby delegate management of the Company to the Manager on the terms and conditions of Article III hereof.

2.3 Governance Rights of Class B Members. Unless otherwise provided herein, the Class B Units shall have the same rights and privileges of the Class A Units except that Class B Units shall have no voting rights.

2.4 Liability of Members, Agents, and Employees. No Member, Manager, agent, or employee of the Company shall be liable as such for the liabilities, debts, or obligations of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs pursuant to this Agreement or the Act shall not be grounds for imposing personal liability on any Member or Manager for liabilities, debts, or obligations of the Company.

2.5 Standard of Care. Each Member and Manager shall act in a manner believed by him in good faith to be in the best interests of the Company. Each Member shall act in a manner believed by him in good faith to be in the best interests of each other Member and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. Each Member and Manager shall be entitled to rely on information, opinions, reports or statements, including but not limited to financial statements or other financial data, if prepared or presented by (i) one or more Class A Members, Managers, or employees of the Company whom such Member or Manager reasonably believes to be reliable and competent in the matter presented, (ii) legal counsel, public accountants, or other persons as to matters such Member or Manager reasonably believes are within the person's professional or expert competence, or (iii) a committee of Class A Members or Managers of which such Member or Manager shall not be a member, if such Member or Manager reasonably believes the committee merits confidence. Anything in this Section 2.5 to the contrary notwithstanding, a Member or Manager shall not be entitled to rely on such information, opinions, reports, or statements, if such Member has actual knowledge concerning the matter in question that makes reliance otherwise permitted by this Section 2.5 unwarranted. Consistent herewith, the Manager shall act in a manner believed by him in good faith to be in the best interests of the Members and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

2.6 Indemnification.

- (a) Neither a Member nor any employee, agent, or independent contractor of a Member (collectively, the "Agents") shall, in carrying out duties hereunder, be liable to the Company or to any Member for any action or course of conduct taken in good faith and reasonably believed to be in the best interests of the Company, or for errors of judgment, but shall only be liable for willful misconduct, gross negligence, willful breaches of obligations under this Agreement, or other willful or grossly negligent breaches of fiduciary duty.
- (b) Subject to the provisions of Section 2.3 hereof, the Manager, the Members, and the Agents shall be indemnified or reimbursed, as the case may be, by the Company, to the fullest extent permitted under the Act,

against any losses, judgments, liabilities, expenses (including attorneys' fees and amounts paid in settlement of any claims sustained by them) arising out of any action or course of conduct of any Member or Agent in his capacity as a Member or an Agent, if such action or course of conduct was not the result of gross negligence or willful misconduct and if such Member or Agent, in good faith, reasonably believed that such action or course of conduct was in the best interests of the Company; provided, however, that such indemnification and agreement to hold harmless or reimbursement shall be recoverable only from Company assets.

- (c) The benefits of this Section 2.6 shall run solely in favor of the parties to this Agreement and shall not be deemed to create rights in any third party, nor shall any such third party be deemed a third party beneficiary of this Agreement.

2.7 Advances to Managers, Employees, and Other Agents. Subject to the provisions of Section 2.3 hereof, the Company may, in the Manager's sole and absolute discretion, make advances to its employees, the Manager, and other agents for expenses that shall be incurred in the ordinary course of business.

2.8 Conflict of Interest Transactions. Anything in this Agreement to the contrary notwithstanding, no Class A Member or its Affiliate shall be prohibited from dealing, on commercially reasonable terms, with the Company or any Affiliate of the Company; provided that any such dealings shall be subject to termination by the Company upon a vote of the holders of a majority of the Class A Units (exclusive of the Class A Units held by any Member engaged, directly or indirectly, in such transaction). The Members hereby expressly waive the applicability.

2.9 Waiver of Dissenters' Rights. Each Member hereby expressly waives the applicability of the provisions for dissenters' rights set forth in the Act and expressly agrees that he shall not be entitled, under any circumstances, to exercise any such dissenters' rights.

2.10 Annual Report for Secretary of State. The Manager shall deliver to the Secretary of State, for filing, an annual report in accordance with the Act.

ARTICLE III MANAGERS

3.1 Appointment of Manager. The Manager shall be WILEY ALBERT TUCKER, III. There shall, at all times, be at least one (1) Manager unless some other number shall be agreed upon from time to time by a Unanimous Vote.

3.2 Successor Managers. If WILEY ALBERT TUCKER, III shall be unable or unwilling to act as Manager, such Manager shall have the power to designate such Manager's successor in writing. Subject to the preceding sentence:

- (a) In the event of the death, resignation, removal, or retirement of the Manager, such Manager's successor shall be elected by a majority vote of the Class A Units at a meeting called for such purpose or pursuant to a written consent as provided in Section 4.3 hereof.
- (b) The Manager, at any time acting hereunder, shall only be removed by a Unanimous Vote.

3.3 Authority of Manager. Subject to the limitations imposed by this Agreement, and by the laws of the State of Wyoming, the entire management and control of the property, business, and affairs of the Company shall be vested in the Manager. The Manager shall have full and complete power, authority, and discretion, on such terms and conditions as he shall deem appropriate, to do all things necessary or convenient to carry out the business and affairs of the Company.

3.4 Limitations on Authority of Manager. The Manager shall have no authority to:

- (a) do any act in contravention of this Agreement, including without limitation Section 2.2 hereof which reserves certain governance rights to the Members;
- (b) do any act which would make it impossible to carry on the ordinary business of the Company;
- (c) confess a judgment against the Company; or
- (d) possess Company property, or assign the rights in specific Company property, other than for a Company purpose.

3.5 Duties of Manager. The Manager shall manage, or cause to be managed, the affairs of the Company in a prudent businesslike manner. The Manager shall devote such part of his time to the Company's affairs as shall, in such individual's sole and absolute discretion, be reasonably necessary for the proper conduct of such affairs; provided, however, that no Manager shall be required to devote his entire time or attention to the business of the Company unless such Manager is otherwise required to devote such amount of time under the terms of an employment agreement with the Company.

3.6 Agents. The Manager may appoint such agents, and delegate such authority, to any Member or to any non-Member as the Manager shall deem appropriate for the operation and management of the Company.

3.7 Limitations on Agents. Anything in this Agreement to the contrary notwithstanding, no agent shall have any authority to, nor shall any agent permit the

Company, to take any action that requires a vote of the Class A Members or the Manager as required by the terms of this Agreement, unless the required vote of the Class A Members or the Manager shall have been obtained.

3.8 Execution of Documents. Any agreement or other document purporting to bind the Company to any action or course of action shall be signed and delivered by the Manager for, on behalf of, and in the name of, the Company, unless otherwise previously agreed by a Unanimous Vote.

3.9 Compensation of Manager. The Manager and any appointed agent shall be reimbursed for all reasonable out of pocket expenses incurred by him for administrative services necessary for the prudent operation of the Company. The Manager shall not receive a fee for managing the Company unless such fee is approved by a Unanimous Vote.

3.10 Determinations of Managers. Except as otherwise provided herein, if there shall be more than one (1) Manager acting hereunder, all matters pertaining to the Company's business and activities shall be determined by unanimous consent of the Managers. Failure to obtain the unanimous consent of the Managers shall be deemed to be a unanimous decision of the Managers not to act.

3.11 Non-Liability. The Manager shall act in a manner he believes in good faith to be in the best interests of the Company and with such care as an ordinary prudent person in a like position would use under similar circumstances. A Manager is not liable to the Company, its Members, or any other Manager for any action taken in managing the business or affairs of the Company if he performs the duty of his office in compliance with the standard contained in this Section. The Manager has not guaranteed, nor shall have any obligation with respect to, the return of a Member's Capital Contribution or profits from the operation of the Company. The Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member except loss or damage resulting from intentional misconduct or knowing violation of law or a transaction for which the Manager received a personal benefit in violation or breach of the provisions of this Operating Agreement. Each Manager shall be entitled to rely on information, opinions, reports, or statements, including but not limited to financial statements or other financial data prepared or presented in accordance with generally accepted accounting principles.

ARTICLE IV MEETINGS

4.1 Meetings of Class A Members. Meetings of the Class A Members shall be held at such times and upon such terms and conditions, as the Manager shall from time to time determine.

4.2 Notice/Action by Written Consent. Any actions required or permitted by this Agreement to be taken by the Class A Members may be taken without a meeting

and without notice if the action is approved, in a written consent of the Class A Members entitled to vote on such action, by not less than the minimum number of Class A Units that would be necessary to authorize such action in accordance with the provisions of this Agreement.

ARTICLE V CONTRIBUTIONS/CAPITAL ACCOUNTS/LOANS/TAX BASIS

5.1 Initial Capital Contribution of Members. Each Member has established, through contribution or acquisition, an Initial Capital Contribution, as set forth next to his name on Exhibit D, attached hereto and made a part hereof.

5.2 Additional Capital Contributions. The Members shall make Additional Capital Contributions, in cash, by wire transfer, money order, check, or some other means representing available funds and cash equivalents or in other property on the basis of their respective Company Percentages, when, as, and if, the Class A Members shall, by a Unanimous Vote, determine that the reasonable needs of the Company's business require additional capital not reasonably available from other sources.

5.3 Capital Accounts. A Capital Account shall be maintained for each Member in accordance with the Code and the Regulations. Except as specifically permitted pursuant to this Agreement, no Member shall have the right to withdraw from the Company or make demand for withdrawal of any part of his Capital Account.

5.4 Loans. If the Company shall borrow funds from, or loan funds to, any Member, a loan account shall be established and maintained for such lending Member or, as the case may be, for the Company. Subject to applicable provisions of the Code, interest at a rate acceptable to the lender shall be paid by the borrower. Any such loan may be secured by the assets of the borrower if requested by the lender.

5.5 Interest. No interest shall be paid by the Company with respect to any Capital Contribution or Capital Account balance.

5.6 Allocation of Liabilities. For purposes of determining the income tax basis of each Member's interest in the Company, the liabilities of the Company shall be allocated among the Members pursuant to Section 1.752 of the Regulations; provided, however, that excess nonrecourse liabilities (as defined in Section 1.752-3 of the Regulations) shall be allocated in the manner in which it shall be reasonably expected deductions attributable to such nonrecourse liabilities shall be allocated pursuant to Section 6.3 hereof.

ARTICLE VI ALLOCATIONS

Net Profits, Net Losses, and other items of Company income, gain, credit, loss, and deduction shall be allocated each Company Year among the Members as follows:

6.1 Net Profits. After giving effect to the special allocations set forth in Sections 6.3 and 6.4 hereof, Net Profits for any Company Year shall be allocated among the Members, pro rata, based on their Company Percentages.

6.2 Net Losses. After giving effect to the special allocations set forth in Sections 6.3 and 6.4 hereof, Net Losses for any Company Year shall be allocated among the Members, pro rata, based on their respective Company Percentages.

6.3 Paramount Provisions. Anything in this Article VI to the contrary notwithstanding, the following provisions shall apply to the allocations of Net Profits, Net Losses, and any other item of Company income, gain, loss, credit, or deduction specially allocated below, to wit:

- (a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations and notwithstanding any other provision of this Section 6.3 to the contrary, if there shall be a net decrease in Company Minimum Gain for a Company Year, each Member shall be specially allocated items of Company income and gain for such Company Year (and, if necessary, subsequent Company Years) equal to each such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Section 1.704-2(g) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. If a minimum gain chargeback shall exceed the Company's income and gain for the Company Year, such excess shall be treated as a minimum gain chargeback requirement in each succeeding Company Year until fully charged back. This Section is intended to comply with the minimum gain chargeback requirement of Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.
- (b) Member Nonrecourse Debt Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations and notwithstanding any other provision of this Section 6.3 to the contrary, if there shall be a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company Year, each Member who has a share of Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Company Year (and, if necessary, subsequent Company Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(4) of

the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

- (c) Qualified Income Offset. In the event any Member shall unexpectedly receive any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, there shall subsequently be specially allocated to such Member items of income and gain so as to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible; provided, however, that an allocation pursuant to this Section 6.3(c) shall be made only if, and to the extent, such Member would have an Adjusted Capital Account Deficit after all allocations provided for in this Article VI, other than those required by this Section 6.3(c), shall have been made.
- (d) Gross Income Allocation. In the event any Member shall have a negative Capital Account balance at the end of any Company Year in excess of the sum of (i) the amount such Member shall be obligated to restore to the Company upon liquidation, and (ii) the amount such Member shall be deemed to be obligated to restore pursuant to Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations, there shall be specially allocated to such Member subsequent items of Gross Income in the amount of such excess as quickly as possible; provided, however, that an allocation pursuant to this Section 6.3(d) shall be made only if, and to the extent, such Member would have a negative Capital Account balance after all other allocations provided for in this Article VI, other than those required by Section 6.3(c) hereof and this Section 6.3(d), have been made.
- (e) Nonrecourse Deductions. Nonrecourse Deductions for any Company Year or other period shall be allocated among the Members, pro rata, based on their respective Company Percentages.
- (f) Member Loan Nonrecourse Deductions. Any Nonrecourse Deductions for any Company Year or other period pertaining to any nonrecourse loan made by a Member to the Company shall be allocated to the Member who bears the Economic Risk of Loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Section 1.704-2(i)(1) of the Regulations.
- (g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Sections 734(b) or 743(b) of the

Code shall be required pursuant to Sections 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4) of the Regulations to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's Membership Interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to such Member in accordance with his Membership Interest in the Company (in the event Section 1.704-1(b)(2)(iv)(m)(2) of the Regulations applies), or to the Member to whom such distribution was made (in the event Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations applies).

- (h) Ordering of Allocations. Member Nonrecourse Deductions, Nonrecourse Deductions and minimum gain chargebacks shall be allocated, seriatim and in that order, before any other allocation under this Agreement.

6.4 Curative Allocations. The allocations set forth in Sections 6.3 and 6.7 hereof (the "Regulatory Allocations") are intended to comply with certain requirements of Section 1.704 of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 6.4. Therefore, notwithstanding any other provision of this Article VI (other than the Regulatory Allocations), the Members shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner the Members determine to be appropriate so that, after such offsetting allocations shall be made, each Member's Capital Account balance shall be, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items had been allocated pursuant to Sections 6.1 and 6.2 hereof. Any allocations made pursuant to this Section 6.4 are intended to comply with Section 1.704-3 of the Regulations and shall be interpreted accordingly.

6.5 Tax Allocations: Code Section 704(c). In accordance with Section 704(c) of the Code and the Regulations thereunder, Net Profits, Net Losses, and any other item of Company income, gain, loss, and deduction with respect to any Contributed Property shall, solely for tax purposes, be allocated among the Members to take account of any disparity between (i) the adjusted basis of such Contributed Property to the Company for Federal income tax purposes, and (ii) such Contributed Property's Book Basis, both measured as of the date of such Contributed Property's contribution to the Company using any method of making Section 704(c) allocations permitted by Sections 1.704-3(b) and 1.704-3(c), of the Regulations, as shall be selected by a majority vote of the Class A Units.

In the event the Book Basis of any Company asset shall be adjusted pursuant to subparagraph (i) of the definition of Book Basis, subsequent allocations of income, gain,

loss, and deduction with respect to such asset shall take into account the variation, if any, between the adjusted basis of such asset for Federal income tax purposes and its Book Basis in the same manner as provided by Section 704(c) of the Code and the Regulations promulgated thereunder.

Pursuant to Section 704(c)(1)(B) of the Code, if any property contributed by a Member (the "Contributing Member") shall be distributed by the Company to a Member other than the Contributing Member within seven (7) years (or so many years as shall then be provided in Section 704(c)(1)(B) of the Code) of being contributed, then, except as provided in Section 704(c)(2) of the Code, the Contributing Member shall be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss which would have been allocated to such Member pursuant to Section 704(c)(1)(A) of the Code if the property had been sold at its fair market value at the time of such distribution.

Any elections or other decisions relating to such allocations shall be made by the Manager, in any manner which, in the Manager's sole and absolute discretion, reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 6.5 are solely for purposes of Federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, other items, or distributions pursuant to any provision of this Agreement.

6.6 Allocations Upon Transfer. Any implication in this Agreement to the contrary notwithstanding, if any Membership Interest shall be transferred during any Company Year, the Net Profits, and Net Losses allocable with respect to such Membership Interest for such Company Year shall be allocated between the transferor and the transferee on the basis of the number of days in such Company Year each party was, according to the books and records of the Company, the owner of record of the Membership Interest transferred. Until notice of a change in ownership shall be actually received by the Members (even if the Members shall, prior thereto, have actual knowledge or notice of such transfer), neither the Company nor any Member shall incur any liability for making any distributions of Company income, loss, or assets to those who, on the basis of the books and records of the Company, shall be designated as Members. Anything in this Section 6.6 notwithstanding, however, items described in Section 706(d)(2)(B) of the Code must be allocated pursuant to Section 706(d)(2) of the Code.

6.7 Loss Limitation. Net Losses allocated pursuant to Section 6.2 hereof shall not exceed the maximum amount of Net Losses which can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Company Year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Net Losses pursuant to Section 6.2 hereof, the limitation set forth in this Section 6.7 shall be applied on a Member-by-Member basis, and Net Losses not allocable to any Member as a result of such limitation shall be allocated to the other Members in accordance with the positive

balances in such Members' Capital Accounts so as to allocate the maximum permissible Net Losses to each Member pursuant to Section 1.704-1(b)(2)(ii)(d) of the Regulations.

6.8 Tax Consequences. The Members are aware of the income tax consequences of the allocations made by this Article VI and shall be bound by said provisions in reporting their shares of Company income and loss for Federal income tax purposes.

6.9 Section 737 Gain. In the case of any distribution by the Company to a Member, such Member shall be treated as recognizing gain in an amount equal to the lesser of:

- (a) the excess (if any) of (i) the fair market value of the property (other than money) received in the distribution, over (ii) the adjusted basis of such Member's interest in the Company immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution; or
- (b) the Net Precontribution Gain of the Member.

Allocations pursuant to this Section 6.9 are solely for the purposes of Federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, other items, or distributions pursuant to any provision of this Agreement.

ARTICLE VII DISTRIBUTIONS

7.1 Order of Distributions. The Manager may, any time and from time to time, balance accounts and distribute the Distributable Cash to the Members, with any such distribution being made in the following order:

- (a) Member Loans. First, an amount equal to the outstanding balance of any loan(s) made by any Member to the Company shall be distributed to such Members in repayment of such loan(s) on the terms of such loan(s), pro rata, based on the respective outstanding balances of such Member loans; then next
- (b) Initial Capital Contribution Repayment. Distributable Cash, to the extent of the Initial Capital Contribution of each Member, shall be distributed to the Members, pro rata, based on the respective Initial Capital Contribution Balance of each Member. Such distributions shall continue in each successive year until such time as each Member's Initial Capital Contribution shall have been fully repaid to each such Member; then finally

- (c) Balance. The balance of the Distributable Cash shall be distributed among the Members in accordance with their respective Company Percentages;

provided, however, that, when possible, the Manager shall make annual distributions of Distributable Cash to the Members entitled to such distributions in at least an amount sufficient to satisfy the maximum Federal, state, and local income taxes payable by such Members as a result of the allocations pursuant to Article VI hereof.

7.2 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution, or allocation to the Company or the Members shall, for all purposes under this Agreement, be treated as amounts distributed to the Members pursuant to this Article VII. The Manager shall be authorized to withhold from payments and distributions, or with respect to allocations, to the Members and to pay over to any Federal, state, or local government, any amounts required to be so withheld and paid over pursuant to the Code or any other applicable law or regulation, and such amounts shall be allocated to the Member with respect to whom such amount was withheld.

ARTICLE VIII TRANSFER OF MEMBERSHIP UNITS

8.1 Restriction of Transfer. Without the prior written consent of the Manager, no Membership Interest shall be sold, transferred, assigned, hypothecated, encumbered, conveyed or otherwise disposed of, except as hereinafter provided in this Article VIII.

8.2 Death, Disability, or Dissolution. In the event of the death, Disability, or dissolution of a Member, such Member's rights and obligations under this Agreement shall devolve upon such Member's personal representative or successor in interest (the "Successor") as an Assignee. The Successor shall, promptly after any such event, deliver to the existing Member(s) such documentation as the existing Member(s) may reasonably require to evidence such succession in interest.

8.3 Conditions Precedent to Transfer. Any implication in this Article VIII to the contrary notwithstanding, no transfer shall be effective to make an assignee a Substitute Member unless there shall be furnished to each Member evidence in form and substance satisfactory to each Member (which shall, if requested by the Members, include an opinion of counsel satisfactory to each Member and obtained at the sole expense of the intended transferee or the intended transferor) that:

- (a) the proposed transfer (i) is exempt from the registration requirements of the Securities Act of 1933, as from time to time amended, (ii) will not result in a violation of any applicable state blue sky or other securities laws, and

- (iii) will not cause a termination of the Company for Federal income tax purposes pursuant to Section 708(b)(1)(B) of the Code;
- (b) the proposed transferee (i) accepts in writing all the terms and provisions of this Agreement, and (ii) has paid all reasonable expenses in connection with its admission as a Member; and
- (c) all debts and obligations (if any) of the transferor Member to the Company with respect to the transferred Membership Units have been paid.

8.4 Rights of Assignees. The Assignee of a Membership Unit shall have no right to participate in the management of the business and affairs of the Company or to become a Member. Such Assignee shall only be entitled to receive allocations of Net Profits and Net Losses, and distributions of Distributable Cash and capital, attributable to the Membership Unit.

8.5 Admission of Substitute Members. An Assignee of a Membership Unit may, in the Manager's sole and absolute discretion, be admitted as a Substitute Member and thereby be admitted to all the rights of the Member assigning the Membership Unit. If so admitted, the Substitute Member shall have all of the rights and powers, and shall be subject to all the restrictions and liabilities, of the Member assigning the Membership Unit. Except as otherwise agreed to by the Manager, in the Manager's sole and absolute discretion, the admission of a Substitute Member shall not release the Member assigning the Membership Unit from any liability to the Company which such assigning Member shall have had prior to such assignment.

8.6 Admission of Additional Members. Additional Members shall be admitted to the Company by the Manager in the Manager's sole and absolute discretion, and the execution and acknowledgment by each Member, including such additional Member, of an amendment to this Agreement admitting such additional Member.

8.7 Reasonableness and Necessity. The parties to this Agreement expressly acknowledge and agree that the restrictions on transfer contained herein (i) are reasonable and necessary for the efficient operation of the Company, and (ii) are not, and shall not be construed as being, an unlawful restraint on alienation of a Membership Unit.

ARTICLE IX DISSOCIATION OF A MEMBER

9.1 Events of Dissociation. A Member shall cease to be a Member upon the occurrence of any of the following events (each, an "Event of Dissociation"):

- (a) such Member shall fail to make a required Additional Capital Contribution when due;

- (b) such Member shall (i) make an assignment for the benefit of creditors, (ii) file a voluntary petition in bankruptcy, (iii) be adjudicated a bankrupt or insolvent, (iv) file a petition or answer seeking for such member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief pursuant to any statute, law, or regulation, (v) file an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Member in any proceeding of this nature, (vi) be convicted of a felony, (vii) seek, consent to or acquiesce in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of such Member's properties;
- (c) if, within one hundred twenty (120) days after the commencement of any proceeding against such Member seeking the reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief pursuant to any statute, law, or regulation, the proceeding shall not have been dismissed, or if within ninety (90) days after the appointment without his consent or acquiescence of a trustee, receiver, or liquidator of such Member or of all or any substantial part of his properties, the appointment shall not be vacated or stayed, or within ninety (90) days after the expiration of any stay, the appointment shall not be vacated;
- (d) such Member shall attempt to encumber his Membership Units without the prior written consent of the Manager;
- (e) such Member shall die, suffer a Disability, or there shall be entered an order by a court of competent jurisdiction adjudicating such Member incompetent to manage his person or his property;
- (f) such Member, if an entity, shall dissolve, liquidate, or wind up;
- (g) such Member shall breach any other term or condition of this Agreement which shall not be cured, with respect to monetary breaches, within ten (10) days, and, with respect to non-monetary breaches, within thirty (30) days, after notice to such Member of such breach;
- (h) such Member shall have received the prior written consent to withdraw from the Company, which consent may be granted by the Manager, in the Manager's sole and absolute discretion; or
- (i) such Member shall commit any other act in violation of such Member's duties of good faith and care to the Company and the other Members.

9.2 Loss of Management Rights. Upon the occurrence of any Event of Dissociation set forth in Section 9.1 hereof, the Dissociated Member shall become an Assignee and, unless and until such Assignee shall become a Substitute Member in accordance with Article VIII hereof, shall lose all rights with respect to the management

of the Company set forth in this Agreement, including, without limitation, the right to vote on any of the events described in Section 2.2 of this Agreement.

ARTICLE X DISSOLUTION

10.1 Events of Dissolution. The Company shall be dissolved upon the first to occur of the following events (each, an "Event of Dissolution"):

- (a) a Unanimous Vote;
- (b) the disposition by sale, foreclosure, or condemnation of substantially all of the Company's assets other than cash; or
- (c) the occurrence of a Dissociation with respect to any Member, unless within ninety (90) days after the occurrence of such Dissociation the Company shall be continued by a Unanimous Vote of the remaining Member(s) owning Class A Units.

10.2 Statement of Assets. Upon an Event of Dissolution, each of the Members shall be furnished with a statement, certified by the Company, setting forth the assets and liabilities of the Company as of the date of such Event of Dissolution.

10.3 Execution of Documents. Any Member shall make, execute, deliver, and record any and all documents required or deemed necessary or desirable by the Members to effect and reflect the termination and dissolution of the Company.

10.4 Winding-up of Affairs and Distribution of Assets. Upon the occurrence of an Event of Dissolution, the Company shall cease to carry on its business and the Manager shall wind up the Company's affairs and dissolve the Company as hereinafter set forth:

- (a) Prior to any distribution to the Members, the Manager shall set aside from the assets of the Company sufficient assets to be applied in the following order:
 - (i) to the payment of creditors, other than Members, in the order of priority provided by law; then
 - (ii) to the setting up of such reserves as the Members deem reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Company (such reserves being paid over to such bank or person as shall be appointed by the Members, to be disbursed by such bank or person to pay any such contingencies and, at the expiration of such period as the

Members deem advisable, to be distributed pursuant to Sections 10.4(a)(iii) and 10.4(b) hereof; and then

- (iii) to the repayment of any loans to the Company by the Members and their Affiliates.
- (b) After the payments required by Section 10.4(a) hereof:
 - (i) Any remaining assets of the Company, other than cash, either
 - (A) shall be sold, and the Net Profits or Net Losses therefrom, as the case may be, allocated pursuant to Article VI hereof; or
 - (B) if not sold, shall be deemed to be sold at their then fair market values and the deemed Net Profits or Net Losses therefrom, as the case may be, allocated pursuant to Article VI hereof.
 - (ii) After the allocations required by the previous provisions of subsection (b) of this Section 10.4, the Distributable Cash (or, if a deemed sale, the property of the Company valued at fair market value) shall be distributed to the Members, pro rata, based on their positive Capital Account balances.
 - (iii) All assets of the Company, including cash, remaining after compliance with subsections (a) and (b) above shall be distributed to those Members with positive Capital Account balances, pro rata, based on their respective Capital Account balances.

10.5 Compliance with Certain Requirements of Regulations; Deficit Capital Accounts. In the event the Company shall be liquidated within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations, distributions shall be made pursuant to this Article X to the Members who shall have positive Capital Account balances in compliance with Section 1.704-1(b)(2)(ii)(b)(2) of the Regulations. If any Member shall have a deficit balance in his Capital Account (after giving effect to all contributions, distributions and allocations for all Company Years, including the Company Year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other third-party for any purpose whatsoever. As determined by the Manager, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to this Article X may be:

- (a) distributed to a trust established for the benefit of the Members for the purposes of liquidating the Company's assets, collecting amounts owed to

the Company, and paying any contingent or unforeseen liabilities or obligations of the Company, the assets of any such trust being distributed to the Members from time to time, in the reasonable discretion of the Manager, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to Section 10.4 hereof; or

- (b) withheld to provide a reasonable reserve for the Company's liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

10.6 Deemed Distribution and Recontribution. Notwithstanding any other provision of this Article X, in the event the Company is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) but no event of dissolution described in Section 10.1 hereof has occurred, the property shall not be liquidated, the Company's debts and other liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, solely for Federal income tax purposes, the Company shall be deemed to have distributed its property in-kind to the Members, who shall be deemed to have taken such property subject to all debts of the Company and other liabilities, all in accordance with their respective Capital Accounts. Immediately, thereafter, the Members shall be deemed to have recontributed the property in-kind to the Company, which shall be deemed to have taken the property subject to all such liabilities.

10.7 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the property of the Company for the return of his Capital Contribution or any loan he has made, and shall have no right or power to demand or receive property other than cash from the Company. If the assets of the Company remaining after the payment or discharge of the debts or liabilities of the Company shall be insufficient to return any such loan or a Member's Capital Contribution, the Members shall have no recourse against the Company, any agent of the Company, or any other Member.

10.8 Allocations During Period of Liquidation. During the period commencing on the first day of the Company Year during which an Event of Dissolution shall occur and ending on the date on which all of the assets of the Company shall have been distributed to the Members pursuant to Section 10.4 hereof, the Members shall continue to share Net Profits, Net Losses, gain, loss, and other items of Company income, gain, loss, or deduction on the terms of Article VI hereof.

10.9 Character of Liquidating Distribution. All payments made in liquidation of the Membership Units of a Member shall be made in exchange for the Membership Units of such Member in property of the Company pursuant to Section 736(b)(1) of the Code, including the interest of such Member in the goodwill of the Company.

10.10 Form of Liquidating Distributions. For purposes of making distributions required by Section 10.4 hereof, the Manager, in his sole and absolute discretion, may determine whether to distribute all or any portion of the Company's property in-kind or whether to sell all or any portion of the Company's property and distribute the proceeds therefrom.

10.11 No Personal Liability. Any implication in this Agreement to the contrary notwithstanding, no Member shall be personally liable for the return to any other Member of any portion of such other Member's Capital Account or for the repayment to any such other Member of any loan made by such other Member to the Company; any such return shall be made solely from Company assets in the order of distribution set forth in this Article X.

ARTICLE XI PERSONAL GUARANTIES

In the event any Member shall, in connection with a personal guaranty of any debt, liability, or other obligation of the Company to an independent third party (a "Liability"), be required to pay an amount of such Liability that exceeds such Member's Company Percentage of such Liability, then such Member shall have a claim for contribution against all other Members so that each Member shall only bear an amount of such Liability equal to such Member's Company Percentage at the time such claim shall have arisen.

ARTICLE XII MISCELLANEOUS

12.1 Waiver of Partition. Each Member hereby waives and renounces his right to seek or maintain a petition for the partition of any property which the Company may, at any time, own or to compel any sale thereof under the laws of any jurisdiction which has jurisdiction with respect to such petition.

12.2 Special Tax Elections. In the event of a transfer of a Member's Membership Units pursuant to this Agreement, the death or dissolution of a Member, or the distribution of any Company property to a Member, the remaining Member(s) may, upon a distribution of any property described in Section 734 of the Code or upon a transfer described in Section 743 of the Code (as the case may be), make an election pursuant to Section 754 of the Code upon a Unanimous Vote of the remaining Member(s) owning Class A Units. Each Member shall, upon the request of the other Members, supply the other Members with all information necessary to make such election.

12.3 General Elections and Limitations. Subject to Section 12.2 hereof, the Manager shall be authorized, in the Manager's sole discretion, to make all elections required or permitted with respect to Federal or state taxes on Company tax returns; provided, however, no election shall be made by either the Company or the Members to

be excluded from the application of the provisions of Subchapter K of Subtitle A of the Code or from any similar provisions of any state tax law.

12.4 Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, the Members specifically named herein and, as provided in this Agreement, their respective heirs, administrators, executors, transferees, successors, and permitted assigns.

12.5 Amendment. Except as otherwise provided herein, this Agreement may be amended only by a writing signed by all of the Class A Members.

12.6 Notices. All notices required by this Agreement shall be deemed to have been given if sent by certified or registered mail, postage prepaid, (i) in the case of the Company, addressed to the office of the Company, and (ii) in the case of the Members, to the addresses indicated below their respective names on Exhibit D, attached hereto and made a part hereof. Refusal to accept a notice, or inability to deliver a notice because of changed addresses, shall be deemed a receipt of such notice. The Company and any Member may change his address by giving notice to the Members and the Company in accordance with the terms of this Section.

12.7 Books, Records, Accounting, Reports, and Access.

- (a) The Manager shall keep, or shall cause to be kept, true books of account of the Company's operations consistent with those generally accepted accounting principles commonly referred to as US GAAP. Such books of account shall, at all times, be maintained at the principal office of the Company and shall be open to the reasonable inspection and examination by the Members or their duly authorized representatives during the regular business hours of the Company.
- (b) Within ninety (90) days after the end of each Company Year, the Company shall deliver to each Member an annual accounting showing the financial condition of the Company at the end of such Company Year and the results of its operations for the Company Year then ended.
- (c) The Manager shall cause income tax returns for the Company to be prepared, at the expense of the Company, timely filed with the appropriate authorities and timely delivered to the Members.

12.8 Bank Accounts. All funds of the Company shall be deposited in the Company's name in one or more accounts at such commercial institutions as the Manager shall, in the Manager's sole and absolute discretion, from time to time, determine. Withdrawals from any such accounts shall be made upon such signature(s) as the Manager shall, in the Manager's sole and absolute discretion, from time to time, authorize.

12.9 Investment Representation and Indemnity. Each Member, by executing this Agreement, represents to the other Members and to the Company that (i) such Member is acquiring Membership Units with the intent of holding such interest for investment and without the intent of participating, directly or indirectly, in any "sale or distribution" (as defined for securities laws purposes) unless he shall first comply with all applicable securities laws, (ii) such Member is a bona fide resident of the state of his mailing address as shown in this Agreement, and (iii) such Member shall indemnify the other Members and the Company from and against any and all losses, damages, liabilities, claims, and expenses incurred, suffered, or sustained by any of them in any manner because of the falsity of any representation made in this Section 12.9 including, without limitation, liability which would not have occurred (had such representation been true) for violation of the securities laws of the United States or of any state.

12.10 Governing Law. This Agreement and all matters arising hereunder shall be construed and interpreted according to, and governed by, the laws of the State of Wyoming.

12.11 Construction. In the event any provision of this Agreement shall be found to be void by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void provision had not been included herein.

12.12 Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall constitute an original but all of which together shall constitute but a single document.

12.13 Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and no representation, warranty, covenant, or agreement not embodied herein, oral or otherwise, shall be of any force or effect whatsoever.

12.14 Headings. All headings in this Agreement are for convenience only, are not a part of this Agreement and shall not be used as an aid in the construction of any provision hereof.

12.15 Number and Gender. As used herein, the singular and plural each includes the other, the masculine, feminine, and neuter each includes the others, and this Agreement shall be read accordingly when required by the facts.

12.16 Waiver. A waiver of any default or breach hereunder by any party hereto shall not constitute a waiver by such party of any other default or breach, or a subsequent waiver by such party of the same default or breach. Further, to be effective, any waiver shall be in writing and shall be signed by the party granting such waiver.

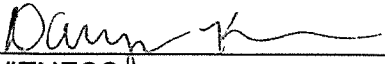
12.17 Capacity. In the event this Agreement shall be executed by the trustee of a trust in his or her capacity as trustee, such trustee shall execute this Agreement in such capacity not individually, but solely as trustee of such trust. Nothing contained in

this Agreement shall create, or shall be construed as creating, any individual liability on, or require individual performance of any covenant by, such trustee, any such liability being limited to the assets of such trust and such performance being limited to such trustee in his or her fiduciary capacity.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed as of the date first set forth above.

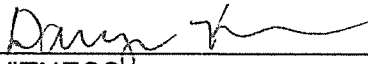
CLASS A MEMBERS

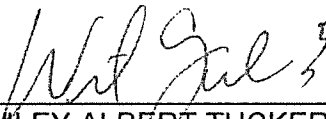

WITNESS


WILEY ALBERT TUCKER, III

CLASS B MEMBER

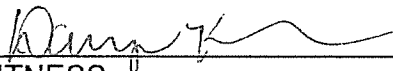
PINK SANDS TRUST


WITNESS

By: 
WILEY ALBERT TUCKER, III,
Co-Trustee

WITNESS

By: _____
RICHARD DARIEN LEE, Co-Trustee


WITNESS

By: 
MARC J. DEARTH, Co-Trustee

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed as of the date first set forth above.

CLASS A MEMBERS

WITNESS

WILEY ALBERT TUCKER, III

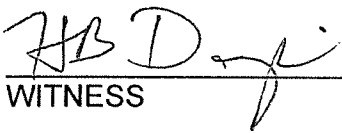
CLASS B MEMBER

PINK SANDS TRUST

WITNESS

By:

WILEY ALBERT TUCKER, III,
Co-Trustee



WITNESS

By:



RICHARD DARIEN LEE, Co-Trustee

WITNESS

By:

MARC J. DEARTH, Co-Trustee

EXHIBIT A

[ASSIGNMENT AND ACCEPTANCE]

EXHIBIT B **DEFINITIONS**

As used in this Agreement, each of the following terms shall have the specific definition indicated:

- (a) “Act” means Wyoming Limited Liability Company Act, as from time to time amended, or any provisions from time to time in effect and corresponding thereto.
- (b) “Additional Capital Contribution” means the amount of cash contributed or required to be contributed by a Member to the capital of the Company subsequent to such Member’s Initial Capital Contribution.
- (c) “Adjusted Capital Account Deficit” means the deficit balance, if any, in a Member’s Capital Account at the end of a Company Year after giving effect to the following adjustments:
 - (i) crediting thereto any amount which such Member shall be obligated to restore pursuant to any provision of this Agreement or shall be deemed to be obligated to restore pursuant to the penultimate sentence of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and
 - (ii) debiting thereto the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

This subparagraph (c) is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations, and shall be interpreted accordingly.

- (d) “Affiliate” means, with respect to any individual, corporation, partnership, limited liability company, trust, or other entity (collectively referred to in this subsection (d) as a “person”) (i) any person who directly or indirectly controls, is controlled by, or is under common control with, such person, (ii) any person owning or controlling ten percent (10%) or more of the outstanding voting securities or beneficial interest of such person, (iii) any person who is an officer, director, general partner, or trustee of another person, or anyone acting in a substantially similar capacity to such person, (iv) any family member of a Member, and (v) any person who is an officer, director, general partner, trustee, or holder of ten percent (10%) or more of the voting securities or beneficial interest of any of the foregoing; provided, however, that “Affiliate” shall not be deemed to include any person providing legal, accounting, or other professional services to the

Company, its Members or their Affiliates merely by reason of the provision of such services.

- (e) “Assignee” means a transferee of a Membership Unit who shall not have been admitted to the Company as a Substituted Member.
- (f) “Book Basis” means on a pertinent date an asset’s fair market value on the date of its contribution to the Company; provided, however, such value shall be subject to the following adjustments, all of which shall take into account Section 7701(g) of the Code:
 - (i) An adjustment to the respective fair market values of all the Company’s assets shall be made on the occurrence of the following events:
 - (A) The acquisition of an additional Membership Units by any new or existing Member in exchange for more than a de minimis Capital Contribution; and
 - (B) The distribution by the Company to a Member of more than a de minimis amount of property of the Company as consideration for Membership Units;

provided, however, that an adjustment described in clauses (A) and (B) of this subsection shall be made only by the Manager, in the Manager’s sole and absolute discretion, upon the reasonable determination of the Manager, in the Manager’s sole and absolute discretion, that such adjustment shall be necessary to reflect the relative economic interests of the Members in the Company.

- (ii) The Book Basis of any Company asset distributed to any Member shall be adjusted to equal the fair market value of such asset on the date of distribution as determined by the Manager (taking Section 7701(g) of the Code into account).
- (iii) An adjustment shall be made to reflect any increase or decrease to the adjusted basis of the Company’s assets pursuant to Sections 734(b) or 743(b) of the Code, but only to the extent that such increase or decrease is taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations, subparagraph (vii) thereof (the definition of “Net Profits” and “Net Losses”), or Section 6.3(c) hereof; provided, however, that Book Basis shall not be adjusted pursuant to this subparagraph (iii) to the extent that an adjustment pursuant to subparagraph (i) is required in connection with a transaction that

would otherwise result in an adjustment pursuant to this subparagraph (iii).

If the Book Basis of an asset has been determined or adjusted pursuant to subparagraph (i) or (iii) hereof, such Book Basis shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

- (g) "Capital Account" means, on a pertinent date,
- (i) The cash and aggregate Book Basis of a Member's Initial Capital Contribution and each Additional Capital Contribution (if any) determined as of their respective dates of contribution;
 - (ii) Increased by such Member's share of any Net Profits allocated to such Member to such date; and
 - (iii) Decreased by such Member's share of any Net Losses and distributions to such Member, whether of Distributable Cash or other property (any distribution of such other property to be treated pursuant to Section 10.4(b)(i) hereof) to such date;

subject, however, to the following:

- (A) If there shall be an adjustment pursuant to subsection (f) above, all Capital Accounts shall be adjusted, simultaneously, and pro tanto, as if the Company recognized Net Profit or Net Loss equal to the amount of such adjustment; and
- (B) The foregoing provisions and all other provisions of this Agreement concerning the maintenance of Capital Accounts are intended to comply, and shall be interpreted and applied in a manner consistent, with Section 1.704-1(b) of the Regulations. To that end, the Members may modify the manner in which Capital Accounts, or any debits or credits thereto, are computed if such modification shall not likely have a material effect on the amounts distributable to any Member pursuant to Article X hereof upon the dissolution of the Company. If the Members shall determine such modification is necessary or appropriate to comply with Section 1.704-1(b)(2)(iv) of the Regulations, the Members shall adjust the amounts debited or credited to Capital Accounts with respect to:

- (x) Any property contributed to the Company or distributed to the Members; and
 - (y) Any liabilities secured by such contributed or distributed property or assumed by the Company or the Members.
- (h) "Capital Contribution" means either an Initial Capital Contribution or an Additional Capital Contribution.
- (i) "Class A Member" means WILEY ALBERT TUCKER, III and any party added hereto pursuant to an admission amendment executed by such party and the Company and any party or parties substituted for such Class A Member pursuant to the terms of this Agreement.
- (j) "Class A Unit" means a Membership Unit held by a Class A Member and includes the equity units in the Company possessing the rights and privileges as outlined herein for such Class A Units.
- (k) "Class B Member" means PINK SANDS TRUST and shall also include any party or parties substituted for such Class B Member pursuant to the terms of this Agreement.
- (l) "Class B Unit" means a Membership Unit held by a Class B Member and includes the equity units in the Company possessing the rights and privileges as outlined herein for such Class B Units.
- (m) "Code" means the Internal Revenue Code of 1986, as from time to time amended, or any statute from time to time in effect and corresponding thereto.
- (n) "Company Minimum Gain" means the minimum gain which would be generated if the Company disposed of property encumbered by a Nonrecourse Liability, the outstanding balance of which exceeds the adjusted income tax basis of such property at the time of such determination; provided, however, that the definition, amount, and allocation, of "Company Minimum Gain" shall be definitively determined in accordance with Section 1.704-2(b) of the Regulations.
- (o) "Company Percentage" means a Member's percentage ownership of the Company on a pertinent date. The initial Company Percentages of each Member shall be as set forth on Exhibit D, attached hereto and made a part hereof, and shall be adjusted pro rata in accordance with each Member's respective aggregate Capital Contributions as shown in the books and records of the Company.

- (p) "Company Year" means the accounting period of the Company. Unless otherwise determined by the Manager, the Company Year shall be the calendar year; provided, however, that for purposes of Section 6.6 hereof, the Company Year shall be deemed to consist of three hundred sixty (360) days.
- (q) "Contributed Property" means property contributed by a Member to the Company, the income tax basis of which to the Company is determined, in whole or in part, by reference to the income tax basis of such property (or of any property exchanged for such property) in the hands of such Member.
- (r) "Depreciation" means, for each Company Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Company Year, except that if the Book Basis of an asset differs from its adjusted basis for Federal income tax purposes at the beginning of such Company Year, Depreciation shall be an amount which bears the same ratio to such beginning Book Basis as the Federal income tax depreciation, amortization, or other cost recovery deduction for such Company Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for Federal income tax purposes of an asset at the beginning of such Company Year shall be zero (0), Depreciation shall be determined with reference to such beginning Book Basis using any reasonable method selected by the Members.
- (s) "Disability" means the event deemed to have occurred which results in an individual Member receiving payments pursuant to a policy of long-term disability income insurance or, if such Member shall have no long-term disability income coverage then in force, if any insurance company insuring such Member's life shall have agreed to waive the premiums due on such policy pursuant to a disability waiver of premium provision in the contract of life insurance or, if such Member shall have no life insurance coverage containing a disability waiver of premium then in force, (i) if such Member shall be entitled to receive disability payments from the Social Security Administration or (ii) the permanent and continuous inability of such Member to perform the duties being performed in such Member's primary occupation or business. If a dispute shall arise with regard to the determination of Disability as defined herein, the affected Member shall forthwith appoint a medical doctor and the other Members, collectively, shall also forthwith appoint a medical doctor, and the two doctors so appointed shall, in turn, appoint a third medical doctor. Said third medical doctor shall examine such Member to determine the Member's Disability. The determination of such third party medical doctor as to the question of Disability shall be binding upon all parties at any time having an interest in this Agreement.

- (t) "Dissociated Member" means a Member described in Section 9.1 hereof.
- (u) "Dissociation" means an action or event described in Section 9.1 hereof which causes a Member to cease, or results in a Member ceasing, to be a Member for purposes of this Agreement.
- (v) "Distributable Cash" means the excess, if any, of
 - (i) The Company's aggregate cash receipts (other than Capital Contributions, but including without limitation (i) the condemnation of Company property, (ii) Company borrowings, or (iii) Company refinancings not used to pay creditors or set aside by the Members for Company purposes) over
 - (ii) The aggregate of the Company's expenditures from such cash receipts (including, but not limited to, debt service, royalty fees, and debt reduction) and such amounts as the Manager may, in the Manager's sole and absolute discretion, withhold to satisfy valid business or investment objectives of the Company;

provided, however, that retained amounts shall become "Distributable Cash" when the Manager shall determine that their retention shall be no longer necessary; provided, further, however, that "Distributable Cash" shall not be reduced by depreciation, cost recovery deductions, or other similar non-cash expenses.
- (w) "Economic Risk of Loss" means the economic risk of loss that a Member or an Affiliate bears for a Company liability as determined pursuant to Section 1.752-2 of the Regulations.
- (x) "Initial Capital Contribution" means the aggregate of the amount of cash and value of the assets initially contributed by a Member to the Company as detailed on Exhibit D, attached hereto and made a part hereof.
- (y) "Initial Capital Contribution Balance" means, for each Member, in any given Company Year, the Initial Capital Contribution of such Member less the aggregate of the amounts distributed to each Member, pursuant to Section 7.1(b) hereof, in each previous Company Year.
- (z) "Manager" means such person(s) or entity(ies) identified in, or described by, Article III hereof.
- (aa) "Member(s)" means, individually, each of the signatories to this Agreement and, collectively, all of the Class A and Class B Members, and includes Substituted Members.

- (bb) "Member Nonrecourse Debt" means any Company liability (i) to the extent the liability shall be nonrecourse pursuant to Section 1.1001-2 of the Regulations, and (ii) for which a Member or Related Person bears the Economic Risk of Loss.
- (cc) "Member Nonrecourse Debt Minimum Gain" means the Company Minimum Gain attributable to Member Nonrecourse Debt. Member Nonrecourse Debt Minimum Gain shall be determined in a manner consistent with Sections 1.704-2(d) and 1.704-2(g)(3) of the Regulations.
- (dd) "Member Nonrecourse Deductions" means the Company losses, deductions, and Section 705(a)(2)(B) expenditures attributable to Member Nonrecourse Debt.
- (ee) "Membership Interest" means a Member's entire interest in the Company including such Member's economic interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement or the Act.
- (ff) "Membership Unit" or "Unit" means an interest in the Company owned by a Member which represents, as of the date of determination, an interest in the capital and profits of the Company. A Member's total Membership Units are divided by all of the outstanding Membership Units to determine the Member's Company Percentage as of any date of determination.
- (gg) "Net Precontribution Gain" means the net gain (if any) which shall be recognized [pursuant to Sections 737(b) or 704(c)(1) of the Code, whichever shall be applicable] by the Member who has contributed property to the Company (the "Contributing Member") if, within seven (7) years of said contribution (or so many years as shall then be provided in Sections 737(b) or 704(c)(1) of the Code, whichever shall be applicable), the company shall either:
 - (i) Distribute other property to the Contributing Member which the Company shall have held immediately prior to such distribution (Section 737(b) of the Code); or
 - (ii) Distribute such Contributed Property to a Member other than the Contributing Member (Section 704(c)(1)(B) of the Code).
- (hh) "Net Profits and Net Losses" means, for a pertinent period, an amount equal to the Company's taxable income or loss for such period determined in accordance with Section 703(a) of the Code, adjusted as follows:

- (i) There shall be included all items of income, gain, loss, or deduction required to be separately stated pursuant to Section 703(a)(1) of the Code;
- (ii) Any income of the Company exempt from Federal income tax shall be added;
- (iii) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) of the Code expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations, shall be subtracted;
- (iv) If the Book Basis of any Company asset shall be adjusted pursuant to subparagraphs (i) or (ii) of the definition of Book Basis, the amount of such adjustment shall be treated as an item of gain (if the adjustment shall increase the Book Basis of the asset) or an item of loss (if the adjustment shall decrease the Book Basis of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Net Profits and Net Losses;
- (v) Gain or loss resulting from any disposition of an asset with respect to which gain or loss shall be recognized for Federal income tax purposes shall be computed by reference to the Book Basis of such asset disposed of, notwithstanding that the adjusted tax basis of such asset shall differ from its Book Basis;
- (vi) In lieu of the depreciation, amortization, and other cost recovery deductions calculated pursuant to Section 703(a) of the Code, there shall be taken into account Depreciation for such Company Year;
- (vii) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code shall be required pursuant to Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment shall increase the basis of the asset) or loss (if the adjustment shall decrease such basis) from the disposition of such asset and shall be taken into account for purposes of computing Net Profits and Net Losses; and
- (viii) Any item of Company income, gain, loss, or deduction which shall be specially allocated pursuant to Sections 6.3 or Section 6.4 hereof shall not be included in Net Profits and Net Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Sections 6.3 or 6.4 hereof shall be determined by applying rules analogous to those set forth in the above subparagraphs (ii) through (vii) of this subsection (dd) of this Exhibit B.

- (ii) “Nonrecourse Deductions” has the meaning set forth in Section 1.704-2(b)(1) of the Regulations and shall, for any Company Year, equal the net increase, if any, in the amount of Company Minimum Gain during such Company Year, determined pursuant to Section 1.704-2(d) of the Regulations, over the amount of any distribution of proceeds of a Nonrecourse Liability allocable to an increase in Company Minimum Gain.
- (jj) “Nonrecourse Liability” means a liability for which no Member, or Affiliate of any Member, bears any Economic Risk of Loss.
- (kk) “Regulations” means the Federal income tax regulations from time to time promulgated under the Code by the Internal Revenue Service and the Treasury Department.
- (ll) “Related Person” means any person having a relationship to a Member described in Regulations Section 1.752-4(b).
- (mm) “Substitute Member” means an Assignee who shall have been admitted to all of the rights of a Member pursuant to this Agreement.
- (nn) “Unanimous Vote” means the written affirmative vote of one hundred percent (100%) of the then-outstanding Class A Units entitled, by this Agreement or otherwise, to vote at the time such vote occurs.

EXHIBIT C

[ARTICLES OF ORGANIZATION]



Secretary of State

Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101
Cheyenne, WY 82002-0020
Ph. 307-777-7311

For Office Use Only

WY Secretary of State
FILED: Aug 17 2022 10:57AM
Original ID: 2022-001149430

Limited Liability Company Articles of Organization

- I. The name of the limited liability company is:
Briland Holdings, LLC
- II. The name and physical address of the registered agent of the limited liability company is:
Corporate Creations Network Inc.
5830 E 2nd St
Casper, WY 82609
- III. The mailing address of the limited liability company is:
3460 Preston Ridge Road
Suite 150
Alpharetta, GA 30005
- IV. The principal office address of the limited liability company is:
3460 Preston Ridge Road
Suite 150
Alpharetta, GA 30005
- V. The organizer of the limited liability company is:
Summer Rydson
3460 Preston Ridge Road, Suite 150, Alpharetta, GA 30005

Signature: Summer Rydson
Print Name: Summer Rydson
Title: Organizer
Email: summer@dearthlaw.com
Daytime Phone #: (404) 341-5852

Date: 08/17/2022

- ☒ I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.
- ☒ I am filing in accordance with the provisions of the Wyoming Limited Liability Company Act, (W.S. 17-29-101 through 17-29-1105) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).
- ☒ I understand that the information submitted electronically by me will be used to generate Articles of Organization that will be filed with the Wyoming Secretary of State.
- ☒ I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.
- ☒ I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.
- ☒ I consent on behalf of the business entity to accept electronic service of process at the email address provided with Article IV, Principal Office Address, under the circumstances specified in W.S. 17-28-104(e).

Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.

W.S. 6-5-308. Penalty for filing false document.

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

(i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;

(ii) Makes any materially false, fictitious or fraudulent statement or representation; or

(iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

- ☒ I acknowledge having read W.S. 6-5-308.

Filer is: ☒ An Individual ☐ An Organization

Filer Information:

By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Organization.

Signature: Summer Rydson
Print Name: Summer Rydson
Title: Organizer
Email: summer@dearthlaw.com
Daytime Phone #: (404) 341-5852

Date: 08/17/2022



Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101
Cheyenne, WY 82002-0020
Ph. 307-777-7311

Consent to Appointment by Registered Agent

Corporate Creations Network Inc., whose registered office is located at **5830 E 2nd St, Casper, WY 82609**, voluntarily consented to serve as the registered agent for **Briland Holdings, LLC** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature: **Summer Rydson** Date: **08/17/2022**
Print Name: **Summer Rydson**
Title: **Organizer**
Email: **summer@dearthlaw.com**
Daytime Phone #: **(404) 341-5852**

STATE OF WYOMING
Office of the Secretary of State

I, EDWARD A. BUCHANAN, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF ORGANIZATION

Briland Holdings, LLC

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this 17th day of August, 2022 at 10:57 AM.

Remainder intentionally left blank.



Filed Date: 08/17/2022

Edward A. Buchanan

Secretary of State

Filed Online By:

Summer Rydson

on 08/17/2022

EXHIBIT D
CAPITAL CONTRIBUTIONS, MEMBERSHIP UNITS,
AND COMPANY PERCENTAGES

<u>MEMBER</u>	<u>MEMBERSHIP UNITS</u>	<u>VOTING PERCENTAGE</u>	<u>COMPANY PERCENTAGE</u>
CLASS A MEMBERS			
WILEY ALBERT TUCKER, III 3460 Preston Ridge Road Suite 150 Alpharetta, GA 30005	10 Class A	1.0%	1.0%
CLASS B MEMBERS			
PINK SANDS TRUST 3460 Preston Ridge Road Suite 150 Alpharetta, GA 30005	990 Class B	0%	99.0%

**OPERATING AGREEMENT
OF
HBD GP HOLDINGS, LLC**

THIS OPERATING AGREEMENT OF HBD GP HOLDINGS, LLC is made and entered into as of the 5th day of July, 2023 by the undersigned.

WITNESSETH:

WHEREAS, HBD GP Holdings, LLC (the “Company”) was formed effective as of the 5th day of July, 2023 by the filing of Articles of Organization with the Secretary of State of the State of Georgia (the “Secretary of State”); and

WHEREAS, Brandon Dampier (“Dampier”), constituting the sole Member and Manager of the Company, desires to enter into this Agreement to provide for the administration of the business and affairs of the Company and the rights and obligations of the Member and the Manager with respect thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees as follows:

**ARTICLE I
DEFINITIONS**

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” shall mean the Georgia Limited Liability Company Act at O.C.G.A. Section 14-11-100, et seq., as amended from time to time (or any corresponding provision of succeeding law).

“Affiliate” shall have the following meaning:

- (i) in the case of any individual, any relative of such Person (defined below);
- (ii) any officer, director, trustee, partner, manager, employee, or holder of ten percent (10%) or more of any class of the voting shares of or equity interest in such Person;
- (iii) any corporation, partnership, limited liability company, trust, estate, or other entity controlling, controlled by, or under common control with such Person; or
- (iv) any officer, director, trustee, partner, manager, employee, executor, or holder of ten percent (10%) or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust, estate, or other entity controlling, controlled by, or under common control with such Person.

“Company” shall have the meaning set forth in the Preamble hereto.

“Default Rule” shall mean a rule or provision in the Act which (i) structures, defines, or regulates the finances, governance, operations or other aspects of a limited liability company organized under the Act; and (ii) applies except to the extent it is negated or modified through the provisions of a limited liability company’s articles of organization or operating agreement. By way of example and not limitation, Default Rules include the provisions of Section 14-11-307 of the Act, concerning conflicting interest transactions; the provisions of Section 14-11-308 of the Act, concerning approval rights of members of a limited liability company; and the provisions of Section 14-11-1002 of the Act, concerning dissenters’ rights.

“Entity” shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association, or any foreign trust or foreign business organization.

“Indemnified Person” as defined in Section 12.1.1.

“Manager” shall mean a Person designated as a Manager pursuant to this Agreement. Effective as of the date hereof, Dampier is hereby designated as the initial Manager of the Company.

“Member” shall mean Dampier and each Person who may hereafter become a Member in accordance with this Agreement.

“Party” shall mean a Person who was, is, or is threatened to be made a named defendant or respondent in a Proceeding.

“Person” shall mean an individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

“Proceeding” shall mean any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative and whether formal or informal.

ARTICLE II

FORMATION OF THE COMPANY

2.1 **Formation.** The Company was formed by the execution and delivery of the Articles of Organization to the Secretary of State in accordance with the provisions of the Act.

2.2 **Name.** The name of the Company is “HBD GP Holdings, LLC”.

2.3 Term. The term of the Company commenced on the date the Articles of Organization were filed with the Secretary of State and the Company shall continue in existence perpetually unless the Company is dissolved and its affairs wound up in accordance with the Act or this Agreement.

ARTICLE III

BUSINESS OF COMPANY

3.1 Purpose and Business of the Company. The business and purpose of the Company shall be to exercise all powers that may be exercised legally by limited liability companies under the Act, engage in any lawful business, purpose or activity in which a limited liability company may be engaged under the Act, and engage in all activities necessary, customary, convenient, or incident to such business and purpose in which a limited liability company may be engaged under the Act.

ARTICLE IV

MEMBER INFORMATION

4.1 Name of Member. Dampier is the sole Member of the Company.

ARTICLE V

MANAGEMENT

5.1 Management by the Manager.

5.1.1 General. Subject to the other terms of this Agreement, (a) the business and affairs of the Company shall be managed exclusively by the Manager, and (b) the Manager shall have full, absolute and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company, to take all actions, and to consent or withhold consent with respect to any matter it deems necessary or appropriate to accomplish the purposes and direct the affairs of the Company.

5.1.2 Authority to Bind the Company. Subject to the other terms of this Agreement, the Manager shall have the sole power and authority to bind the Company and the Member shall have no authority to bind the Company. In furtherance thereof, all contracts, agreements and other documents or instruments affecting or relating to the business and affairs of the Company may be executed on the Company's behalf only by the Manager or a duly authorized officer appointed by the Manager pursuant to Section 5.2 hereof. If there is more than one (1) Manager then serving, unless otherwise specified by the Member, each Manager acting alone shall have the power and authority granted to a Manager hereunder.

5.2 Officers. The Manager may appoint in writing, from time to time, such officers of the Company as the Manager deems necessary or advisable, each of whom shall have such title, powers, authority and responsibilities (including without limitation, the power and authority to sign

documents on behalf of the Company) as are delegated by the Manager from time to time; provided however, that the Manager may only delegate such power, authority and responsibility as is granted by this Agreement to the Manager. Each such officer shall be subject to removal by the Manager in the Manager's sole and absolute discretion, with or without cause. The officers of the Company may include, but shall not be limited to, the following: President, Vice Presidents, Treasurer and Secretary.

5.3 Banking. All funds of the Company shall be deposited in its name in an account or accounts as shall be designated from time to time by the Manager. All funds of the Company shall be used solely for the business of the Company. All withdrawals from the Company's bank accounts shall be made only upon check signed by the Manager or by such other Persons as the Manager may designate from time to time.

5.4 Compensation; Reimbursements. The Manager may receive fees or other compensation for his, her or its services hereunder, subject however, to the prior written approval of the Member. Further, the Manager and any Affiliates thereof may request reimbursement, and shall be reimbursed by the Company, for all actual out-of-pocket expenses incurred in furtherance of the Company's business (including, without limitation, any salary or other compensation paid to Persons retained or employed by the Company).

5.5 Manager.

5.5.1 Duties of the Manager.

5.5.1.1 Duties. The Manager shall devote whatever time, effort and skill as it reasonably believes is required to fulfill the Manager's obligations under this Agreement and shall act in a manner the Manager determines, in good faith, to be in the best interests of the Company and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

5.5.1.2 Manager's Time and Effort; No Conflicts or Restrictions on Other Activities. The Manager may engage or invest in, and devote its time to, any other business venture or activity of any nature and description (independently or with others). Each Manager acting on his, her or its own behalf may engage in whatever activities the Manager chooses without having or incurring any obligation to offer any interest in such activities to the Company or the Member or require the Member to permit the Company or the Member to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by the Member, the Member hereby waives, relinquishes, and renounces any such right or claim of participation.

5.5.2 Number of Managers. The Company shall initially have one (1) Manager. The number of Managers of the Company shall be fixed from time to time by the Member, but in no instance shall there be less than one (1) Manager.

5.5.3 Term. A Manager shall hold office until the first to occur of the following:

5.5.3.1 Removal by the Member, which removal may be for any reason, with or without cause. Any such removal shall be effective upon notice to the removed Manager by the Member (or at such later date as may be specified by the Member).

5.5.3.2 Resignation by the Manager upon no less than ten (10) business days' written notice to the Member.

5.5.3.3 With respect to a Manager who is an individual, the death of the Manager or entry of an order by a court of competent jurisdiction adjudicating the Manager incompetent to manage his or her person or his or her property.

The resignation, removal or other termination of a Person as a Manager who is also a Member shall not affect the Person's rights as a Member and shall not constitute a withdrawal of a Member.

5.5.4 Qualifications. Managers need not be Members of the Company or residents of the State of Georgia.

5.5.5 Manager Action. If there is more than one Manager then serving the Company, in any instance where any approval, election, consent, designation, vote, action or determination of all Managers is expressly required or provided for in this Agreement or any agreement entered into by the Company (a "Manager Action"), such Manager Action may be taken either (a) at a meeting of the Managers where a majority of the Managers vote to approve such Manager Action, or (b) may be taken without a meeting if the Manager Action is evidenced by one or more written consents describing the Manager Action taken, signed by a majority of the Managers and included in the Company's records. Such Manager Action without a meeting will be effective when the Managers have signed the consent(s), unless the consent(s) specify(ies) a different effective date. Any Manager may, by a writing signed by such Manager and included in the Company records, delegate to the other Manager the exclusive authority to take any Manager Action, which delegation shall remain in effect until revoked by the other Manager. Any Manager Action taken by a Manager pursuant to such delegation shall be valid and binding upon the Managers and the Company.

5.5.5.1 Meetings of the Managers. Regular meetings of the Managers shall be held on an annual basis. Special meetings of the Managers may be called by or at the request of any Manager or the Member and shall be held at the principal office of the Company or at such other place(s) as may be designated by the Managers. The Person(s) authorized to call any special meeting of the Managers may designate any reasonable time for holding of the special meeting. Except as specifically provided in this Section 5.5.5.1, no meetings of the Managers shall be required.

5.5.5.2 Telephonic Participation. Any Manager may participate in any meeting of the Managers telephonically or through other similar communications equipment, as long as the Managers participating in the meeting can hear one another. Participation in a meeting pursuant to the preceding sentence shall constitute presence in person at such meeting for all purposes of this Agreement.

ARTICLE VI

CAPITAL CONTRIBUTIONS

Capital contributions shall be made in such amounts and in such form as the Member shall determine, in its sole and absolute discretion.

ARTICLE VII

TRANSFERS; ADDITIONAL MEMBERS

The Member may transfer its interest in the Company to any Person at any time for any reason. The Manager, at the sole direction of the Member, may admit additional Members to the Company at any time for any reason with a percentage interest as determined by the Member.

ARTICLE VIII

DISTRIBUTIONS

Subject to the requirements of applicable law, distributions shall be made to the Member at such time and in such amount as the Member may determine in its sole and absolute discretion.

ARTICLE IX

LIMITED LIABILITY OF MEMBER

The Member in its capacity as a Member shall not be liable for any debts, obligations or liabilities of the Company.

ARTICLE X

AMENDMENTS

Subject to Section 12.3 hereof, the Manager, at the direction of the Member, may cause this Agreement to be amended at any time by written instrument signed by the Member and filed with the books and records of the Company.

ARTICLE XI

TAXATION

The Member intends that, solely for federal and state income tax purposes, it will not be treated as a separate entity but, instead, will be treated as a disregarded entity for all income tax matters and any tax reporting will be directly by the Member.

ARTICLE XII

INDEMNIFICATION AND EXCULPATION

12.1 Indemnification.

12.1.1 General. The Company, to the fullest extent permitted by the Act and any other applicable law, (a) shall indemnify and hold harmless any Manager or the Member, and (b) may, in the Manager's discretion, indemnify and hold harmless any employee or agent of the Company or any other Person (each Person to be indemnified pursuant to (a) or (b), an "Indemnified Person") from and against any losses, claims, damages, liabilities or expenses (including, without limitation, attorneys' fees) to which such Indemnified Person may become subject in connection with any matter arising out of or in connection with the Company.

12.1.2 Advance for Expenses. The Company shall, before final disposition of a Proceeding, advance funds to pay for or reimburse the reasonable expenses (including attorneys' fees) incurred by an Indemnified Person who is a Party to a Proceeding if such Person delivers to the Company a written affirmation of his, her or its good faith belief that his, her or its conduct does not constitute behavior that would prohibit the Company from indemnifying the Indemnified Person pursuant to the Act, and such Member or Manager furnishes the Company with a written undertaking, executed personally or on his, her or its behalf, to repay any advances if it is ultimately determined that he, she or it is not entitled to indemnification under this Article XII or the Act.

12.1.3 No Capital Contributions Required for Indemnification. Indemnification pursuant to this Section 12.1 shall be limited to the Company's assets and shall in no event require the Member to make any additional Capital Contributions.

12.1.4 Limits on Indemnification. Notwithstanding anything in this Article XII to the contrary, the Member intends that the Company shall indemnify the Member and the Manager pursuant to this Section 12.1 to the fullest extent permitted under Section 14-11-306 of the Act. Accordingly, as of the date hereof indemnification of the Member and the Manager shall be permitted for all matters except (a) intentional misconduct or knowing violation of law; or (b) for any transaction for which the Member or Manager received a personal benefit in violation or breach of any provision of this Agreement.

12.2 Exculpation. No Member or Manager shall be liable to the Company or to the Member for any losses, claims, damages or liabilities arising from any act or omission performed or

omitted by it in connection with this Agreement except for any losses, claims, damages or liabilities for which indemnification of the Member or Manager is not permitted pursuant to Section 12.1.4 hereof.

12.3 Survival and Limits on Amendment. The rights of the Member and the Manager to indemnification and exculpation pursuant to this Article XII shall survive (a) with respect to any Manager, the withdrawal, resignation or removal of the Manager, and (b) with respect to the Member, the transfer of the Member's interest in the Company. No amendment, modification or rescission of this Article XII, or any provision hereof, the effect of which would diminish the rights to indemnification, advancement of expenses or exculpation as set forth herein shall be effective as to the Member or the Manager with respect to any action taken or omitted by such Person prior to such amendment, modification or rescission.

ARTICLE XIII **DISSOLUTION AND TERMINATION**

13.1 Dissolution.

13.1.1 The Company shall be dissolved upon the occurrence of any of the following events:

13.1.1.1 By the written consent of the Member; or

13.1.1.2 The entry of a decree of judicial dissolution under Section 14-11-603(a) of the Act.

13.1.2 Except as expressly permitted in this Agreement, the Member shall not have the power or authority to dissociate or take any other voluntary action which directly causes a Person to cease to be a Member; provided however, that a Member who transfers its entire interest in the Company in accordance with this Agreement shall cease to be a Member.

13.2 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except as permitted by Sections 14-11-604 and 14-11-605 of the Act. Upon dissolution, the Manager shall file a statement of commencement of winding up pursuant to Section 14-11-606 of the Act and publish the notice permitted by Section 14-11-608 of the Act.

13.3 Winding Up, Liquidation and Distribution of Assets.

13.3.1 Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager shall immediately proceed to wind up the affairs of the Company.

13.3.2 If the Company is dissolved and its affairs are to be wound up, the Manager shall do or cause the following to be done:

13.3.2.1 Convert the Company's assets into cash as promptly as practicable (except to the extent the Manager may determine to distribute any assets to the Member in kind);

13.3.2.2 Discharge all liabilities of the Company, including liabilities to a Member who is a creditor, to the extent otherwise permitted by law, other than liabilities to a Member for distributions, and establish such Reserves as may be reasonably necessary to provide for contingent or other liabilities of the Company; and

13.3.2.3 Distribute the remaining assets to the Member.

13.3.3 Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

13.3.4 The Manager shall comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

13.4 Certificate of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Member, a Certificate of Termination may be executed and filed with the Secretary of State in accordance with Section 14-11-610 of the Act.

13.5 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Agreement, upon dissolution, the Member shall look solely to the assets of the Company for the return of its Capital Contribution.

ARTICLE XIV **MISCELLANEOUS**

14.1 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.2 Captions. All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

14.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

14.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Member and its successors and assigns.

14.5 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

14.6 No Third Party Beneficiary. This Agreement is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns (subject to the express provisions hereof relating to successors and assigns) and no other Person or party whatsoever shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary.

14.7 Entire Agreement. This instrument contains all of the understandings and agreements of whatever kind and nature existing by the Member with respect to the Company and the rights, interests, understandings, agreements and obligations of the respective parties pertaining to the continuing operations of the Company.

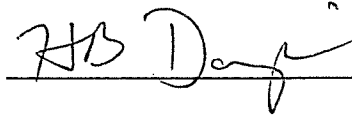
14.8 Relationship of this Agreement to the Default Rules. Regardless of whether this Agreement specifically refers to a particular Default Rule, in no event shall any Default Rule apply to the Company, it being the interest of the Member that, by virtue of this Section 14.8 all of the Default Rules shall be negated and, to the fullest extent possible, all of the rights and obligations of the Member with respect to the Company shall be as set forth in this Agreement and shall not arise from any provisions of the Act that constitute a Default Rule that is permitted to be made inapplicable, or modified with respect to, a limited liability company pursuant to the articles of organization or operating agreement of a limited liability company.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

MEMBER AND MANAGER:

BRANDON DAMPIER



**OPERATING AGREEMENT
OF
CMY GP HOLDINGS, LLC**

THIS OPERATING AGREEMENT OF CMY GP HOLDINGS, LLC is made and entered into effective as of the 5th day of July, 2023 by the undersigned.

W I T N E S S E T H:

WHEREAS, CMY GP Holdings, LLC (the “Company”) was formed effective as of the 5th day of July, 2023 by the filing of Articles of Organization with the Secretary of State of the State of Georgia (the “Secretary of State”); and

WHEREAS, Charles M. Young, Jr. (“Young”), constituting the sole Member and Manager of the Company, desires to enter into this Agreement to provide for the administration of the business and affairs of the Company and the rights and obligations of the Member and the Manager with respect thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees as follows:

**ARTICLE I
DEFINITIONS**

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” shall mean the Georgia Limited Liability Company Act at O.C.G.A. Section 14-11-100, et seq., as amended from time to time (or any corresponding provision of succeeding law).

“Affiliate” shall have the following meaning:

- (i) in the case of any individual, any relative of such Person (defined below);
- (ii) any officer, director, trustee, partner, manager, employee, or holder of ten percent (10%) or more of any class of the voting shares of or equity interest in such Person;
- (iii) any corporation, partnership, limited liability company, trust, estate, or other entity controlling, controlled by, or under common control with such Person; or
- (iv) any officer, director, trustee, partner, manager, employee, executor, or holder of ten percent (10%) or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust, estate, or other entity controlling, controlled by, or under common control with such Person.

“Company” shall have the meaning set forth in the Preamble hereto.

“Default Rule” shall mean a rule or provision in the Act which (i) structures, defines, or regulates the finances, governance, operations or other aspects of a limited liability company organized under the Act; and (ii) applies except to the extent it is negated or modified through the provisions of a limited liability company’s articles of organization or operating agreement. By way of example and not limitation, Default Rules include the provisions of Section 14-11-307 of the Act, concerning conflicting interest transactions; the provisions of Section 14-11-308 of the Act, concerning approval rights of members of a limited liability company; and the provisions of Section 14-11-1002 of the Act, concerning dissenters’ rights.

“Entity” shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association, or any foreign trust or foreign business organization.

“Indemnified Person” as defined in Section 12.1.1.

“Manager” shall mean a Person designated as a Manager pursuant to this Agreement. Effective as of the date hereof, Young is hereby designated as the initial Manager of the Company.

“Member” shall mean Young and each Person who may hereafter become a Member in accordance with this Agreement.

“Party” shall mean a Person who was, is, or is threatened to be made a named defendant or respondent in a Proceeding.

“Person” shall mean an individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

“Proceeding” shall mean any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative and whether formal or informal.

ARTICLE II

FORMATION OF THE COMPANY

2.1 Formation. The Company was formed by the execution and delivery of the Articles of Organization to the Secretary of State in accordance with the provisions of the Act.

2.2 Name. The name of the Company is “CMY GP Holdings, LLC”.

2.3 Term. The term of the Company commenced on the date the Articles of Organization were filed with the Secretary of State and the Company shall continue in existence

perpetually unless the Company is dissolved and its affairs wound up in accordance with the Act or this Agreement.

ARTICLE III BUSINESS OF COMPANY

3.1 Purpose and Business of the Company. The business and purpose of the Company shall be to exercise all powers that may be exercised legally by limited liability companies under the Act, engage in any lawful business, purpose or activity in which a limited liability company may be engaged under the Act, and engage in all activities necessary, customary, convenient, or incident to such business and purpose in which a limited liability company may be engaged under the Act.

ARTICLE IV MEMBER INFORMATION

4.1 Name of Member. Young is the sole Member of the Company.

ARTICLE V MANAGEMENT

5.1 Management by the Manager.

5.1.1 General. Subject to the other terms of this Agreement, (a) the business and affairs of the Company shall be managed exclusively by the Manager, and (b) the Manager shall have full, absolute and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company, to take all actions, and to consent or withhold consent with respect to any matter it deems necessary or appropriate to accomplish the purposes and direct the affairs of the Company.

5.1.2 Authority to Bind the Company. Subject to the other terms of this Agreement, the Manager shall have the sole power and authority to bind the Company and the Member shall have no authority to bind the Company. In furtherance thereof, all contracts, agreements and other documents or instruments affecting or relating to the business and affairs of the Company may be executed on the Company's behalf only by the Manager or a duly authorized officer appointed by the Manager pursuant to Section 5.2 hereof. If there is more than one (1) Manager then serving, unless otherwise specified by the Member, each Manager acting alone shall have the power and authority granted to a Manager hereunder.

5.2 Officers. The Manager may appoint in writing, from time to time, such officers of the Company as the Manager deems necessary or advisable, each of whom shall have such title, powers, authority and responsibilities (including without limitation, the power and authority to sign documents on behalf of the Company) as are delegated by the Manager from time to time; provided however, that the Manager may only delegate such power, authority and responsibility as is granted

by this Agreement to the Manager. Each such officer shall be subject to removal by the Manager in the Manager's sole and absolute discretion, with or without cause. The officers of the Company may include, but shall not be limited to, the following: President, Vice Presidents, Treasurer and Secretary.

5.3 Banking. All funds of the Company shall be deposited in its name in an account or accounts as shall be designated from time to time by the Manager. All funds of the Company shall be used solely for the business of the Company. All withdrawals from the Company's bank accounts shall be made only upon check signed by the Manager or by such other Persons as the Manager may designate from time to time.

5.4 Compensation; Reimbursements. The Manager may receive fees or other compensation for his, her or its services hereunder, subject however, to the prior written approval of the Member. Further, the Manager and any Affiliates thereof may request reimbursement, and shall be reimbursed by the Company, for all actual out-of-pocket expenses incurred in furtherance of the Company's business (including, without limitation, any salary or other compensation paid to Persons retained or employed by the Company).

5.5 Manager.

5.5.1 Duties of the Manager.

5.5.1.1 Duties. The Manager shall devote whatever time, effort and skill as it reasonably believes is required to fulfill the Manager's obligations under this Agreement and shall act in a manner the Manager determines, in good faith, to be in the best interests of the Company and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

5.5.1.2 Manager's Time and Effort; No Conflicts on Restrictions or Other Activities. The Manager may engage or invest in, and devote its time to, any other business venture or activity of any nature and description (independently or with others). Each Manager acting on his, her or its own behalf may engage in whatever activities the Manager chooses without having or incurring any obligation to offer any interest in such activities to the Company or the Member or require the Member to permit the Company or the Member to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by the Member, the Member hereby waives, relinquishes, and renounces any such right or claim of participation.

5.5.2 Number of Managers. The Company shall initially have one (1) Manager. The number of Managers of the Company shall be fixed from time to time by the Member, but in no instance shall there be less than one (1) Manager.

5.5.3 Term. A Manager shall hold office until the first to occur of the following:

5.5.3.1 Removal by the Member, which removal may be for any reason, with or without cause. Any such removal shall be effective upon notice to the removed Manager by the Member (or at such later date as may be specified by the Member).

5.5.3.2 Resignation by the Manager upon no less than ten (10) business days' written notice to the Member.

5.5.3.3 With respect to a Manager who is an individual, the death of the Manager or entry of an order by a court of competent jurisdiction adjudicating the Manager incompetent to manage his or her person or his or her property.

The resignation, removal or other termination of a Person as a Manager who is also a Member shall not affect the Person's rights as a Member and shall not constitute a withdrawal of a Member.

5.5.4 Qualifications. Managers need not be Members of the Company or residents of the State of Georgia.

5.5.5 Manager Action. If there is more than one Manager then serving the Company, in any instance where any approval, election, consent, designation, vote, action or determination of all Managers is expressly required or provided for in this Agreement or any agreement entered into by the Company (a "Manager Action"), such Manager Action may be taken either (a) at a meeting of the Managers where a majority of the Managers vote to approve such Manager Action, or (b) may be taken without a meeting if the Manager Action is evidenced by one or more written consents describing the Manager Action taken, signed by a majority of the Managers and included in the Company's records. Such Manager Action without a meeting will be effective when the Managers have signed the consent(s), unless the consent(s) specify(ies) a different effective date. Any Manager may, by a writing signed by such Manager and included in the Company records, delegate to the other Manager the exclusive authority to take any Manager Action, which delegation shall remain in effect until revoked by the other Manager. Any Manager Action taken by a Manager pursuant to such delegation shall be valid and binding upon the Managers and the Company.

5.5.5.1 Meetings of the Managers. Regular meetings of the Managers shall be held on an annual basis. Special meetings of the Managers may be called by or at the request of any Manager or the Member and shall be held at the principal office of the Company or at such other place(s) as may be designated by the Managers. The Person(s) authorized to call any special meeting of the Managers may designate any reasonable time for holding of the special meeting. Except as specifically provided in this Section 5.5.5.1, no meetings of the Managers shall be required.

5.5.5.2 Telephonic Participation. Any Manager may participate in any meeting of the Managers telephonically or through other similar communications equipment, as long as the Managers participating in the meeting can hear one another. Participation in a meeting

pursuant to the preceding sentence shall constitute presence in person at such meeting for all purposes of this Agreement.

ARTICLE VI

CAPITAL CONTRIBUTIONS

Capital contributions shall be made in such amounts and in such form as the Member shall determine, in its sole and absolute discretion.

ARTICLE VII

TRANSFERS; ADDITIONAL MEMBERS

The Member may transfer its interest in the Company to any Person at any time for any reason. The Manager, at the sole direction of the Member, may admit additional Members to the Company at any time for any reason with a percentage interest as determined by the Member.

ARTICLE VIII

DISTRIBUTIONS

Subject to the requirements of applicable law, distributions shall be made to the Member at such time and in such amount as the Member may determine in its sole and absolute discretion.

ARTICLE IX

LIMITED LIABILITY OF MEMBER

The Member in its capacity as a Member shall not be liable for any debts, obligations or liabilities of the Company.

ARTICLE X

AMENDMENTS

Subject to Section 12.3 hereof, the Manager, at the direction of the Member, may cause this Agreement to be amended at any time by written instrument signed by the Member and filed with the books and records of the Company.

ARTICLE XI

TAXATION

The Member intends that, solely for federal and state income tax purposes, it will not be treated as a separate entity but, instead, will be treated as a disregarded entity for all income tax matters and any tax reporting will be directly by the Member.

ARTICLE XII
INDEMNIFICATION AND EXCULPATION

12.1 Indemnification.

12.1.1 General. The Company, to the fullest extent permitted by the Act and any other applicable law, (a) shall indemnify and hold harmless any Manager or the Member, and (b) may, in the Manager's discretion, indemnify and hold harmless any employee or agent of the Company or any other Person (each Person to be indemnified pursuant to (a) or (b), an "Indemnified Person") from and against any losses, claims, damages, liabilities or expenses (including, without limitation, attorneys' fees) to which such Indemnified Person may become subject in connection with any matter arising out of or in connection with the Company.

12.1.2 Advance for Expenses. The Company shall, before final disposition of a Proceeding, advance funds to pay for or reimburse the reasonable expenses (including attorneys' fees) incurred by an Indemnified Person who is a Party to a Proceeding if such Person delivers to the Company a written affirmation of his, her or its good faith belief that his, her or its conduct does not constitute behavior that would prohibit the Company from indemnifying the Indemnified Person pursuant to the Act, and such Member or Manager furnishes the Company with a written undertaking, executed personally or on his, her or its behalf, to repay any advances if it is ultimately determined that he, she or it is not entitled to indemnification under this Article XII or the Act.

12.1.3 No Capital Contributions Required for Indemnification. Indemnification pursuant to this Section 12.1 shall be limited to the Company's assets and shall in no event require the Member to make any additional Capital Contributions.

12.1.4 Limits on Indemnification. Notwithstanding anything in this Article XII to the contrary, the Member intends that the Company shall indemnify the Member and the Manager pursuant to this Section 12.1 to the fullest extent permitted under Section 14-11-306 of the Act. Accordingly, as of the date hereof indemnification of the Member and the Manager shall be permitted for all matters except (a) intentional misconduct or knowing violation of law; or (b) for any transaction for which the Member or Manager received a personal benefit in violation or breach of any provision of this Agreement.

12.2 Exculpation. No Member or Manager shall be liable to the Company or to the Member for any losses, claims, damages or liabilities arising from any act or omission performed or omitted by it in connection with this Agreement except for any losses, claims, damages or liabilities for which indemnification of the Member or Manager is not permitted pursuant to Section 12.1.4 hereof.

12.3 Survival and Limits on Amendment. The rights of the Member and the Manager to indemnification and exculpation pursuant to this Article XII shall survive (a) with respect to any Manager, the withdrawal, resignation or removal of the Manager, and (b) with respect to the

Member, the transfer of the Member's interest in the Company. No amendment, modification or rescission of this Article XII, or any provision hereof, the effect of which would diminish the rights to indemnification, advancement of expenses or exculpation as set forth herein shall be effective as to the Member or the Manager with respect to any action taken or omitted by such Person prior to such amendment, modification or rescission.

ARTICLE XIII

DISSOLUTION AND TERMINATION

13.1 Dissolution.

13.1.1 The Company shall be dissolved upon the occurrence of any of the following events:

13.1.1.1 By the written consent of the Member; or

13.1.1.2 The entry of a decree of judicial dissolution under Section 14-11-603(a) of the Act.

13.1.2 Except as expressly permitted in this Agreement, the Member shall not have the power or authority to dissociate or take any other voluntary action which directly causes a Person to cease to be a Member; provided however, that a Member who transfers its entire interest in the Company in accordance with this Agreement shall cease to be a Member.

13.2 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except as permitted by Sections 14-11-604 and 14-11-605 of the Act. Upon dissolution, the Manager shall file a statement of commencement of winding up pursuant to Section 14-11-606 of the Act and publish the notice permitted by Section 14-11-608 of the Act.

13.3 Winding Up, Liquidation and Distribution of Assets.

13.3.1 Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager shall immediately proceed to wind up the affairs of the Company.

13.3.2 If the Company is dissolved and its affairs are to be wound up, the Manager shall do or cause the following to be done:

13.3.2.1 Convert the Company's assets into cash as promptly as practicable (except to the extent the Manager may determine to distribute any assets to the Member in kind);

13.3.2.2 Discharge all liabilities of the Company, including liabilities to a Member who is a creditor, to the extent otherwise permitted by law, other than liabilities to a Member for distributions, and establish such Reserves as may be reasonably necessary to provide for contingent or other liabilities of the Company; and

13.3.2.3 Distribute the remaining assets to the Member.

13.3.3 Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

13.3.4 The Manager shall comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

13.4 Certificate of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Member, a Certificate of Termination may be executed and filed with the Secretary of State in accordance with Section 14-11-610 of the Act.

13.5 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Agreement, upon dissolution, the Member shall look solely to the assets of the Company for the return of its Capital Contribution.

ARTICLE XIV **MISCELLANEOUS**

14.1 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.2 Captions. All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

14.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

14.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Member and its successors and assigns.

14.5 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

14.6 No Third Party Beneficiary. This Agreement is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns (subject to the express provisions hereof relating to successors and assigns) and no other Person or party whatsoever shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary.

14.7 Entire Agreement. This instrument contains all of the understandings and agreements of whatever kind and nature existing by the Member with respect to the Company and the rights, interests, understandings, agreements and obligations of the respective parties pertaining to the continuing operations of the Company.

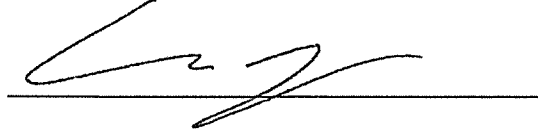
14.8 Relationship of this Agreement to the Default Rules. Regardless of whether this Agreement specifically refers to a particular Default Rule, in no event shall any Default Rule apply to the Company, it being the interest of the Member that, by virtue of this Section 14.8 all of the Default Rules shall be negated and, to the fullest extent possible, all of the rights and obligations of the Member with respect to the Company shall be as set forth in this Agreement and shall not arise from any provisions of the Act that constitute a Default Rule that is permitted to be made inapplicable, or modified with respect to, a limited liability company pursuant to the articles of organization or operating agreement of a limited liability company.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

MEMBER AND MANAGER:

CHARLES M. YOUNG, JR.

A handwritten signature in black ink, appearing to read 'C. M. Young, Jr.', is written over a solid horizontal line.

**OPERATING AGREEMENT
OF
EJH GP HOLDINGS LLC**

THIS OPERATING AGREEMENT OF EJH GP HOLDINGS LLC is made and entered into effective as of the 5th day of July, 2023 by the undersigned.

WITNESSETH:

WHEREAS, EJH GP Holdings LLC (the “Company”) was formed effective as of the 5th day of July, 2023 by the filing of Articles of Organization with the Secretary of State of the State of Georgia (the “Secretary of State”); and

WHEREAS, Edrick Harris (“Harris”), constituting the sole Member and Manager of the Company, desires to enter into this Agreement to provide for the administration of the business and affairs of the Company and the rights and obligations of the Member and the Manager with respect thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees as follows:

**ARTICLE I
DEFINITIONS**

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“Act” shall mean the Georgia Limited Liability Company Act at O.C.G.A. Section 14-11-100, et seq., as amended from time to time (or any corresponding provision of succeeding law).

“Affiliate” shall have the following meaning:

- (i) in the case of any individual, any relative of such Person (defined below);
- (ii) any officer, director, trustee, partner, manager, employee, or holder of ten percent (10%) or more of any class of the voting shares of or equity interest in such Person;
- (iii) any corporation, partnership, limited liability company, trust, estate, or other entity controlling, controlled by, or under common control with such Person; or
- (iv) any officer, director, trustee, partner, manager, employee, executor, or holder of ten percent (10%) or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust, estate, or other entity controlling, controlled by, or under common control with such Person.

“Company” shall have the meaning set forth in the Preamble hereto.

“Default Rule” shall mean a rule or provision in the Act which (i) structures, defines, or regulates the finances, governance, operations or other aspects of a limited liability company organized under the Act; and (ii) applies except to the extent it is negated or modified through the provisions of a limited liability company’s articles of organization or operating agreement. By way of example and not limitation, Default Rules include the provisions of Section 14-11-307 of the Act, concerning conflicting interest transactions; the provisions of Section 14-11-308 of the Act, concerning approval rights of members of a limited liability company; and the provisions of Section 14-11-1002 of the Act, concerning dissenters’ rights.

“Entity” shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association, or any foreign trust or foreign business organization.

“Indemnified Person” as defined in Section 12.1.1.

“Manager” shall mean a Person designated as a Manager pursuant to this Agreement. Effective as of the date hereof, Harris is hereby designated as the initial Manager of the Company.

“Member” shall mean Harris and each Person who may hereafter become a Member in accordance with this Agreement.

“Party” shall mean a Person who was, is, or is threatened to be made a named defendant or respondent in a Proceeding.

“Person” shall mean an individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such “Person” where the context so permits.

“Proceeding” shall mean any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative and whether formal or informal.

ARTICLE II

FORMATION OF THE COMPANY

2.1 **Formation.** The Company was formed by the execution and delivery of the Articles of Organization to the Secretary of State in accordance with the provisions of the Act.

2.2 **Name.** The name of the Company is “EJH GP Holdings LLC”.

2.3 **Term.** The term of the Company commenced on the date the Articles of Organization were filed with the Secretary of State and the Company shall continue in existence

perpetually unless the Company is dissolved and its affairs wound up in accordance with the Act or this Agreement.

ARTICLE III

BUSINESS OF COMPANY

3.1 Purpose and Business of the Company. The business and purpose of the Company shall be to exercise all powers that may be exercised legally by limited liability companies under the Act, engage in any lawful business, purpose or activity in which a limited liability company may be engaged under the Act, and engage in all activities necessary, customary, convenient, or incident to such business and purpose in which a limited liability company may be engaged under the Act.

ARTICLE IV

MEMBER INFORMATION

4.1 Name of Member. Harris is the sole Member of the Company.

ARTICLE V

MANAGEMENT

5.1 Management by the Manager.

5.1.1 General. Subject to the other terms of this Agreement, (a) the business and affairs of the Company shall be managed exclusively by the Manager, and (b) the Manager shall have full, absolute and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company, to take all actions, and to consent or withhold consent with respect to any matter it deems necessary or appropriate to accomplish the purposes and direct the affairs of the Company.

5.1.2 Authority to Bind the Company. Subject to the other terms of this Agreement, the Manager shall have the sole power and authority to bind the Company and the Member shall have no authority to bind the Company. In furtherance thereof, all contracts, agreements and other documents or instruments affecting or relating to the business and affairs of the Company may be executed on the Company's behalf only by the Manager or a duly authorized officer appointed by the Manager pursuant to Section 5.2 hereof. If there is more than one (1) Manager then serving, unless otherwise specified by the Member, each Manager acting alone shall have the power and authority granted to a Manager hereunder.

5.2 Officers. The Manager may appoint in writing, from time to time, such officers of the Company as the Manager deems necessary or advisable, each of whom shall have such title, powers, authority and responsibilities (including without limitation, the power and authority to sign documents on behalf of the Company) as are delegated by the Manager from time to time; provided however, that the Manager may only delegate such power, authority and responsibility as is granted

by this Agreement to the Manager. Each such officer shall be subject to removal by the Manager in the Manager's sole and absolute discretion, with or without cause. The officers of the Company may include, but shall not be limited to, the following: President, Vice Presidents, Treasurer and Secretary.

5.3 Banking. All funds of the Company shall be deposited in its name in an account or accounts as shall be designated from time to time by the Manager. All funds of the Company shall be used solely for the business of the Company. All withdrawals from the Company's bank accounts shall be made only upon check signed by the Manager or by such other Persons as the Manager may designate from time to time.

5.4 Compensation; Reimbursements. The Manager may receive fees or other compensation for his, her or its services hereunder, subject however, to the prior written approval of the Member. Further, the Manager and any Affiliates thereof may request reimbursement, and shall be reimbursed by the Company, for all actual out-of-pocket expenses incurred in furtherance of the Company's business (including, without limitation, any salary or other compensation paid to Persons retained or employed by the Company).

5.5 Manager.

5.5.1 Duties of the Manager.

5.5.1.1 Duties. The Manager shall devote whatever time, effort and skill as it reasonably believes is required to fulfill the Manager's obligations under this Agreement and shall act in a manner the Manager determines, in good faith, to be in the best interests of the Company and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

5.5.1.2 Manager's Time and Effort; No Conflicts or Restrictions on Other Activities. The Manager may engage or invest in, and devote its time to, any other business venture or activity of any nature and description (independently or with others). Each Manager acting on his, her or its own behalf may engage in whatever activities the Manager chooses without having or incurring any obligation to offer any interest in such activities to the Company or the Member or require the Member to permit the Company or the Member to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by the Member, the Member hereby waives, relinquishes, and renounces any such right or claim of participation.

5.5.2 Number of Managers. The Company shall initially have one (1) Manager. The number of Managers of the Company shall be fixed from time to time by the Member, but in no instance shall there be less than one (1) Manager.

5.5.3 Term. A Manager shall hold office until the first to occur of the following:

5.5.3.1 Removal by the Member, which removal may be for any reason, with or without cause. Any such removal shall be effective upon notice to the removed Manager by the Member (or at such later date as may be specified by the Member).

5.5.3.2 Resignation by the Manager upon no less than ten (10) business days' written notice to the Member.

5.5.3.3 With respect to a Manager who is an individual, the death of the Manager or entry of an order by a court of competent jurisdiction adjudicating the Manager incompetent to manage his or her person or his or her property.

The resignation, removal or other termination of a Person as a Manager who is also a Member shall not affect the Person's rights as a Member and shall not constitute a withdrawal of a Member.

5.5.4 Qualifications. Managers need not be Members of the Company or residents of the State of Georgia.

5.5.5 Manager Action. If there is more than one Manager then serving the Company, in any instance where any approval, election, consent, designation, vote, action or determination of all Managers is expressly required or provided for in this Agreement or any agreement entered into by the Company (a "Manager Action"), such Manager Action may be taken either (a) at a meeting of the Managers where a majority of the Managers vote to approve such Manager Action, or (b) may be taken without a meeting if the Manager Action is evidenced by one or more written consents describing the Manager Action taken, signed by a majority of the Managers and included in the Company's records. Such Manager Action without a meeting will be effective when the Managers have signed the consent(s), unless the consent(s) specify(ies) a different effective date. Any Manager may, by a writing signed by such Manager and included in the Company records, delegate to the other Manager the exclusive authority to take any Manager Action, which delegation shall remain in effect until revoked by the other Manager. Any Manager Action taken by a Manager pursuant to such delegation shall be valid and binding upon the Managers and the Company.

5.5.5.1 Meetings of the Managers. Regular meetings of the Managers shall be held on an annual basis. Special meetings of the Managers may be called by or at the request of any Manager or the Member and shall be held at the principal office of the Company or at such other place(s) as may be designated by the Managers. The Person(s) authorized to call any special meeting of the Managers may designate any reasonable time for holding of the special meeting. Except as specifically provided in this Section 5.5.5.1, no meetings of the Managers shall be required.

5.5.5.2 Telephonic Participation. Any Manager may participate in any meeting of the Managers telephonically or through other similar communications equipment, as long as the Managers participating in the meeting can hear one another. Participation in a meeting

pursuant to the preceding sentence shall constitute presence in person at such meeting for all purposes of this Agreement.

ARTICLE VI **CAPITAL CONTRIBUTIONS**

Capital contributions shall be made in such amounts and in such form as the Member shall determine, in its sole and absolute discretion.

ARTICLE VII **TRANSFERS; ADDITIONAL MEMBERS**

The Member may transfer its interest in the Company to any Person at any time for any reason. The Manager, at the sole direction of the Member, may admit additional Members to the Company at any time for any reason with a percentage interest as determined by the Member.

ARTICLE VIII **DISTRIBUTIONS**

Subject to the requirements of applicable law, distributions shall be made to the Member at such time and in such amount as the Member may determine in its sole and absolute discretion.

ARTICLE IX **LIMITED LIABILITY OF MEMBER**

The Member in its capacity as a Member shall not be liable for any debts, obligations or liabilities of the Company.

ARTICLE X **AMENDMENTS**

Subject to Section 12.3 hereof, the Manager, at the direction of the Member, may cause this Agreement to be amended at any time by written instrument signed by the Member and filed with the books and records of the Company.

ARTICLE XI **TAXATION**

The Member intends that, solely for federal and state income tax purposes, it will not be treated as a separate entity but, instead, will be treated as a disregarded entity for all income tax matters and any tax reporting will be directly by the Member.

ARTICLE XII
INDEMNIFICATION AND EXCULPATION

12.1 Indemnification.

12.1.1 General. The Company, to the fullest extent permitted by the Act and any other applicable law, (a) shall indemnify and hold harmless any Manager or the Member, and (b) may, in the Manager's discretion, indemnify and hold harmless any employee or agent of the Company or any other Person (each Person to be indemnified pursuant to (a) or (b), an "Indemnified Person") from and against any losses, claims, damages, liabilities or expenses (including, without limitation, attorneys' fees) to which such Indemnified Person may become subject in connection with any matter arising out of or in connection with the Company.

12.1.2 Advance for Expenses. The Company shall, before final disposition of a Proceeding, advance funds to pay for or reimburse the reasonable expenses (including attorneys' fees) incurred by an Indemnified Person who is a Party to a Proceeding if such Person delivers to the Company a written affirmation of his, her or its good faith belief that his, her or its conduct does not constitute behavior that would prohibit the Company from indemnifying the Indemnified Person pursuant to the Act, and such Member or Manager furnishes the Company with a written undertaking, executed personally or on his, her or its behalf, to repay any advances if it is ultimately determined that he, she or it is not entitled to indemnification under this Article XII or the Act.

12.1.3 No Capital Contributions Required for Indemnification. Indemnification pursuant to this Section 12.1 shall be limited to the Company's assets and shall in no event require the Member to make any additional Capital Contributions.

12.1.4 Limits on Indemnification. Notwithstanding anything in this Article XII to the contrary, the Member intends that the Company shall indemnify the Member and the Manager pursuant to this Section 12.1 to the fullest extent permitted under Section 14-11-306 of the Act. Accordingly, as of the date hereof indemnification of the Member and the Manager shall be permitted for all matters except (a) intentional misconduct or knowing violation of law; or (b) for any transaction for which the Member or Manager received a personal benefit in violation or breach of any provision of this Agreement.

12.2 Exculpation. No Member or Manager shall be liable to the Company or to the Member for any losses, claims, damages or liabilities arising from any act or omission performed or omitted by it in connection with this Agreement except for any losses, claims, damages or liabilities for which indemnification of the Member or Manager is not permitted pursuant to Section 12.1.4 hereof.

12.3 Survival and Limits on Amendment. The rights of the Member and the Manager to indemnification and exculpation pursuant to this Article XII shall survive (a) with respect to any Manager, the withdrawal, resignation or removal of the Manager, and (b) with respect to the

Member, the transfer of the Member's interest in the Company. No amendment, modification or rescission of this Article XII, or any provision hereof, the effect of which would diminish the rights to indemnification, advancement of expenses or exculpation as set forth herein shall be effective as to the Member or the Manager with respect to any action taken or omitted by such Person prior to such amendment, modification or rescission.

ARTICLE XIII **DISSOLUTION AND TERMINATION**

13.1 Dissolution.

13.1.1 The Company shall be dissolved upon the occurrence of any of the following events:

13.1.1.1 By the written consent of the Member; or

13.1.1.2 The entry of a decree of judicial dissolution under Section 14-11-603(a) of the Act.

13.1.2 Except as expressly permitted in this Agreement, the Member shall not have the power or authority to dissociate or take any other voluntary action which directly causes a Person to cease to be a Member; provided however, that a Member who transfers its entire interest in the Company in accordance with this Agreement shall cease to be a Member.

13.2 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except as permitted by Sections 14-11-604 and 14-11-605 of the Act. Upon dissolution, the Manager shall file a statement of commencement of winding up pursuant to Section 14-11-606 of the Act and publish the notice permitted by Section 14-11-608 of the Act.

13.3 Winding Up, Liquidation and Distribution of Assets.

13.3.1 Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager shall immediately proceed to wind up the affairs of the Company.

13.3.2 If the Company is dissolved and its affairs are to be wound up, the Manager shall do or cause the following to be done:

13.3.2.1 Convert the Company's assets into cash as promptly as practicable (except to the extent the Manager may determine to distribute any assets to the Member in kind);

13.3.2.2 Discharge all liabilities of the Company, including liabilities to a Member who is a creditor, to the extent otherwise permitted by law, other than liabilities to a Member for distributions, and establish such Reserves as may be reasonably necessary to provide for contingent or other liabilities of the Company; and

13.3.2.3 Distribute the remaining assets to the Member.

13.3.3 Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

13.3.4 The Manager shall comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

13.4 Certificate of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Member, a Certificate of Termination may be executed and filed with the Secretary of State in accordance with Section 14-11-610 of the Act.

13.5 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Agreement, upon dissolution, the Member shall look solely to the assets of the Company for the return of its Capital Contribution.

ARTICLE XIV MISCELLANEOUS

14.1 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.2 Captions. All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

14.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

14.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Member and its successors and assigns.

14.5 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

14.6 No Third Party Beneficiary. This Agreement is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns (subject to the express provisions hereof relating to successors and assigns) and no other Person or party whatsoever shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary.

14.7 Entire Agreement. This instrument contains all of the understandings and agreements of whatever kind and nature existing by the Member with respect to the Company and the rights, interests, understandings, agreements and obligations of the respective parties pertaining to the continuing operations of the Company.

14.8 Relationship of this Agreement to the Default Rules. Regardless of whether this Agreement specifically refers to a particular Default Rule, in no event shall any Default Rule apply to the Company, it being the interest of the Member that, by virtue of this Section 14.8 all of the Default Rules shall be negated and, to the fullest extent possible, all of the rights and obligations of the Member with respect to the Company shall be as set forth in this Agreement and shall not arise from any provisions of the Act that constitute a Default Rule that is permitted to be made inapplicable, or modified with respect to, a limited liability company pursuant to the articles of organization or operating agreement of a limited liability company.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

MEMBER AND MANAGER:

EDRICK HARRIS



