

LIMITED LIABILITY COMPANY AGREEMENT
OF
SOUTHERNSIDE WEST HARMONY GHF LLC

This Limited Liability Company Agreement of **SOUTHERNSIDE WEST HARMONY GHF LLC**, a Delaware limited liability company (the “Company”), is made and entered into as of April 22, 2025, by and among **SOUTHERNSIDE WEST MM LLC**, a Delaware limited liability company, and **GHF SOUTHERNSIDE WEST, LLC**, a South Carolina limited liability company, as the initial Members.

WHEREAS, the Members desire to operate the Company as a limited liability company under the Delaware Act for the purposes set forth herein.

NOW THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

ARTICLE I

DEFINED TERMS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Article I shall, for the purposes of this Agreement, have the meanings herein specified.

“Additional Member” has the meaning set forth in Section 5.4 hereof.

“Affiliate” means with respect to a Person, any other Person that directly or indirectly Controls, is Controlled by, or is under common Control with, the specified Person.

“Agreement” means this Limited Liability Company Agreement, as amended, modified, supplemented or restated from time to time.

“Capital Account” means, with respect to any Member, the capital account maintained for such Member in accordance with the provisions of Section 4.4 hereof.

“Capital Contribution” means, with respect to any Member, the aggregate amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company pursuant to Article IV hereof with respect to such Member’s Interest.

“Certificate” means the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the State of Delaware pursuant to the Delaware Act.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding federal tax statute enacted after the date of this Agreement.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise. Ownership of more than 50% of the beneficial interests of an entity shall be conclusive evidence that Control exists.

“Covered Person” means a Member; any Affiliate of a Member; the Managing Members or any Affiliate thereof; any officers, directors, shareholders, members, partners, employees, representatives or agents of a Member, the Managing Members, any Affiliate of a Member or any Affiliate of the Managing Members; any employee or agent of the Company or its Affiliates; or an officer of the Company that is not an employee.

“Current Operating Expenditures” means the expenditures of the Company for each Fiscal Year, or part thereof, arising from the ordinary course of the Company’s business, including, but not limited to, the following:

- (i) general operating expenses including, but not limited to, management, legal, accounting and other professional fees, wages, salaries and other compensation in connection with its business operations, monies expended to comply with and perform contractual and other obligations, and any other expenses expended on behalf of the Company in relation to its general administrative and management needs;

- (ii) payments of principal and interest upon any indebtedness of the Company (whether third-party indebtedness or loans made by Members to the Company pursuant to this Agreement);

- (iii) any other cash expended by the Company for business operations;

and

- (iv) the establishment of appropriate reserves for debt service, to provide working capital or any other contingency of the Company.

“Delaware Act” means the Delaware Limited Liability Company Act, as amended from time to time.

“Depreciation” means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year or other period bears to such beginning adjusted tax basis; and provided further, that if the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managing Members.

“Fiscal Year” means (i) the period commencing upon the formation of the Company and ending on December 31, 2025, and (ii) any subsequent twelve (12) month period commencing on January 1 and ending on December 31.

“Formation Date” has the meaning set forth in Section 14.12 hereof.

“Gross Asset Value” means, with respect to any asset, such asset’s adjusted basis for federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as agreed to by the contributing Member and the Managing Members;

(b) the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managing Members, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for an interest in the Company; and (iii) the liquidation of the Company within the meaning of Treasury Regulation §1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to Clause (i) and Clause (ii) of this sentence shall be made only if the Managing Members reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) the Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution, as determined by the Managing Members; and

(d) The Gross Asset Values of Company assets shall be adjusted to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Paragraph (a) or Paragraph (b) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Imputed Underpayment” means, with respect to the Company, an amount determined as an “imputed underpayment” under Section 6225 of the Code (or any corresponding or similar provision of federal, state, local and/or foreign tax law).

“Interest” means a limited liability company interest in the Company, including a Member’s share of the Profits and Losses, and a Member’s right to receive distributions of the Company’s assets, as provided in this Agreement and the Delaware Act.

“Managing Members” means, initially, SOUTHERNSIDE WEST MM LLC, a Delaware limited liability company, and GHF SOUTHERNSIDE WEST, LLC, a South Carolina limited liability company, or any other Member so designated from time to time by the Members in

accordance with Section 6.1. The Managing Members are each hereby designated as a “manager” within the meaning of Section 18-101(12) of the Delaware Act.

“Member” means each of SOUTHERNSIDE WEST MM LLC, a Delaware limited liability company, and GHF SOUTHERNSIDE WEST, LLC, a South Carolina limited liability company, as an initial member of the Company, and any Person admitted as an Additional Member or a Substitute Member pursuant to the provisions of this Agreement, in such Person’s capacity as a member of the Company, and “Members” means two (2) or more of such Persons when acting in their capacities as Members of the Company. For purposes of the Delaware Act, the Members shall constitute one (1) class or group of members.

“Partnership Representative” has the meaning set forth in Article XI hereof.

“Percentage Interest” means, with respect to any Member holding Interests as of any date, the ratio (expressed as a percentage) of the Capital Contributions made by such Member on such date relative to the aggregate Capital Contributions made by all Members as of such date. The Members acknowledge and agree that the aggregate Percentage Interest of all Members shall at all times equal one hundred percent (100%).

“Person” includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

“Profits” or “Losses” means, for each Fiscal Year, an amount equal to the Company’s taxable income or loss for such Fiscal Year, determined in accordance with §703(a) of the Code (but including in taxable income or loss, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to §703(a)(1) of the Code), with the following adjustments:

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

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

(c) in the event the Gross Asset Value of any Company asset is adjusted in accordance with Paragraph (b) or Paragraph (c) of the definition of “Gross Asset Value” above, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) gain or loss resulting from any disposition of any asset of the Company with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(e) 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, computed in accordance with the definition of “Depreciation” above; and

(f) notwithstanding any other provisions of this definition, any items which are specially allocated pursuant to Section 9.2 hereof shall not be taken into account in computing Profits or Losses.

“Property” means any property, real or personal, tangible or intangible, including money, and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

“Sole Discretion” means, with respect to any Person’s determination, act or omission, or the exercise of any option, consideration, designation, requirement, vote, consent, or election by such Person that such Person is entitled to consider only such interests and factors or no interests and factors, as the case may be, as it desires and shall have no duty or obligation to consider any other interest or factor affecting the Company, its assets, its business or any Member. The provisions of this definition, to the extent they restrict or otherwise modify the duties and liabilities, including fiduciary duties, of any Person otherwise existing at law or in equity, are agreed by the Company, the Managing Members, the Members and any other Person that is a party to or is otherwise bound by this Agreement, to replace such other duties and liabilities of such Person.

“Substitute Member” means a Person who is admitted to the Company as a Member pursuant to Section 7.1 hereof.

“Transfer” means any transfer, assignment, sale, conveyance, hypothecation, license, lease, partition, pledge or grant of a security interest in an Interest, and includes any “involuntary transfer” such as a sale of any part of an Interest in connection with any bankruptcy or similar insolvency proceedings, or a divorce or other marital settlement, or any other disposition or encumbrance of an Interest.

“Treasury Regulations” means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE II

FORMATION AND TERM

Section 2.1 Formation.

(a) The Members hereby form the Company as a limited liability company pursuant to the provisions of the Delaware Act, and agree that the rights, duties and liabilities of the Members shall be as provided in the Delaware Act, except as otherwise provided herein.

(b) The name and mailing address of each Member and the amount of such Member's Capital Contribution shall be listed on Schedule A attached hereto. Each of SOUTHERNSIDE WEST MM LLC, a Delaware limited liability company, and GHF SOUTHERNSIDE WEST, LLC, a South Carolina limited liability company, is hereby admitted as a Member, effective as of the Formation Date. The Managing Members shall update Schedule A from time to time as necessary to accurately reflect the information therein.

(c) The initial Members have caused the Certificate to be executed, delivered and filed by an "authorized person" of the Company within the meaning under the Delaware Act. All such filings are hereby ratified and confirmed in all respects. The Managing Members or an officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

Section 2.2 Name. The business and affairs of the Company shall be conducted under the name "**SOUTHERNSIDE WEST HARMONY GHF LLC**" and such name shall be used at all times in connection with the Company's business and affairs, except to the extent the Managing Members agree to the use by the Company of assumed names or other trade names or fictitious names. The Company's officers shall execute such assumed or fictitious name certificates as may be desirable or required by law to be filed in connection with the formation of the Company and shall cause such certificates to be filed in all appropriate public records.

Section 2.3 Term. The term of the Company commenced on the date the Certificate was filed in the office of the Secretary of State of the State of Delaware and shall continue perpetually, unless the Company is dissolved in accordance with the provisions of this Agreement.

Section 2.4 Registered Agent and Office. The Company's registered agent and office in Delaware shall be Corporation Service Company, whose offices are located at 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. At any time, the Managing Members may designate another registered agent and/or registered office.

Section 2.5 Principal Place of Business. The principal place of business of the Company shall be 152 W 57th St., 60th Fl., New York, NY 10019. At any time, the Managing Members may change the location of the Company's principal place of business.

ARTICLE III

PURPOSE AND POWERS OF THE COMPANY

Section 3.1 Purpose.

(a) The purpose of the Company shall be to engage in any lawful act or activity for which limited liability companies may be formed under the Delaware Act, including, without limitation, to acquire, hold, develop, improve, own, manage, finance, sell or otherwise dispose of, and operate real property in compliance with the safe harbor provisions of Revenue Procedure 96- 32 issued by the Internal Revenue Service for the benefit of, and otherwise to support the charitable

purposes of its Members. In connection with furthering such charitable purposes of the Members, the Company shall limit its activities to transacting any and all lawful business for which a limited liability company may be organized under the Act, provided that all of the same is undertaken solely in accordance with the purposes of the Members and the Member's not-for-profit status under Section 501(c)(3) of the Code.

(b) The relationship between the parties hereto shall be limited to the carrying on of the business of the Company in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be a limited liability company for the sole and limited purpose of carrying on such business. Except as otherwise provided for or contemplated in this Agreement for tax purposes only, nothing herein shall be construed to create a partnership between the Members.

Section 3.2 Powers of the Company. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose set forth in Section 3.1(a), including, but not limited to, the power:

(a) to conduct the business of the Company, carry on its operations and have and exercise the powers granted to a limited liability company by the Delaware Act in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(b) to acquire by purchase, lease, contribution of property or otherwise, own, hold, operate, maintain, finance, improve, lease, sell, convey, pledge, mortgage, transfer, demolish or dispose of any real or personal property (including the Property) that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(c) to enter into, perform and carry out contracts of any kind, including contracts with any Member or Affiliate thereof that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(d) to sue and be sued, make claims and defend, and participate in administrative or other proceedings, in its name;

(e) to appoint employees and agents of the Company, and define their duties and fix their compensation;

(f) subject to the provisions of Article XII, to indemnify certain Persons in accordance with the Delaware Act and to obtain any and all types of insurance;

(g) to borrow money and issue evidences of indebtedness, including loans from any Member or Affiliate thereof, and to secure any of the same by a mortgage, pledge or other lien on the assets of the Company;

(h) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or to hold such proceeds against the payment of contingent liabilities; and

(i) to make, execute, acknowledge and file any and all documents or instruments that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company.

Section 3.3 Title to Company Property. All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right.

ARTICLE IV

CAPITAL CONTRIBUTIONS, MEMBER INTERESTS, CAPITAL ACCOUNTS AND FUTURE CAPITAL REQUIREMENTS

Section 4.1 Capital Contributions.

(a) Each of the Members has made an initial Capital Contribution to the Company of a value and/or in the amount set forth on Schedule A hereto, and shall have an initial Capital Account balance equal to the amount of such Capital Contributions as set forth on Schedule A. No Member shall be permitted or required to make any additional Capital Contribution except in accordance with Section 4.1(b).

(b) Upon the request of the Managing Members, and only upon the consent of all then existing Members, the Members shall contribute such additional amounts as jointly determined by the Managing Members and such Members, in their Sole Discretion. If some Members make additional Capital Contributions while others do not, those Members contributing shall have their Percentage Interests increased immediately upon making such additional Capital Contributions and those Members not contributing shall have their Percentage Interests correspondingly reduced. At any time additional Capital Contributions are made, each Member's Percentage Interest shall be redetermined immediately thereafter by dividing the amount of such Member's total Capital Contributions made to date by the total amount of the Capital Contributions made by all Members through such date.

Section 4.2 Member's Interest. Each Member shall have the Percentage Interest set forth in Schedule A. A Member's Interest shall for all purposes be personal property. A Member has no interest in specific Company property, unless and until distributed to such Member.

Section 4.3 Status of Capital Contributions.

(a) Except as otherwise provided in this Agreement, no Member, or the successor or assign of a Member, may demand a return of its Capital Contributions, in whole or in part.

(b) No Member or Affiliate thereof shall receive any interest, return, compensation or drawing with respect to its Capital Contributions or its Capital Account or for services rendered or resources provided on behalf of the Company, except as otherwise specifically provided in this Agreement, or except as otherwise determined by the Managing Members in the case of compensation or reimbursements for services performed for the Company.

(c) No Member shall be required to lend any funds to the Company. No Member shall have any personal liability for the repayment of any other Member's Capital Contribution.

Section 4.4 Capital Accounts.

(a) A separate Capital Account shall be established and maintained for each Member in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv), and this Section 4.4 shall be interpreted and applied in a manner consistent therewith. The original Capital Account established for any Member who acquires an Interest by virtue of an assignment in accordance with the terms of this Agreement shall be in the same amount as, and shall replace, the Capital Account of the assignor of such Interest, and, for purposes of this Agreement, such Member shall be deemed to have made the Capital Contributions made by the assignor of such Interest (or made by such assignor's predecessor in interest). To the extent such Member acquires less than the entire Interest of the assignor of the Interest so acquired by such Member, the original Capital Account of such Member and its Capital Contributions shall be in proportion to the Interest it acquires, and the Capital Account of the assignor who retains a partial Interest, and the amount of its Capital Contributions, shall be reduced in proportion to the Interest it retains.

(b) The Capital Account of each Member shall be maintained in accordance with the following provisions:

(i) to such Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits, special allocations of income and gain, and the net amount of any Company liabilities that are assumed by such Member or that are secured by any Company assets distributed to such Member;

(ii) to such Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company assets distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses, special allocations of loss and deduction, and the net amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company;

(iii) in determining the amount of any liability for purposes of this Section (b), there shall be taken into account §752(c) of the Code and any other applicable provisions of the Code and the Treasury Regulations; and

(iv) as determined by the Managing Members in its Sole Discretion, the Company may adjust the Capital Accounts of the Members as permitted under Treasury Regulations Section 1.704-1(b)(2)(iv)(f) to reflect revaluations of Company property.

Section 4.5 Capital Accounts Generally.

(a) Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account of any Member for any purpose hereunder, the Capital Account of such Member shall be determined after giving effect to all adjustments provided for in Section 4.4 hereof for the current Fiscal Year in respect of transactions effected prior to the date such determination is to be made.

(b) No Member shall be entitled to withdraw any part of its Capital Account, or to receive any distribution from the Company except as specifically provided in this Agreement.

ARTICLE V

MEMBERS, MEETINGS AND AMENDMENTS

Section 5.1 Powers of Members. Except as otherwise expressly provided in this Agreement, the Members shall take no part in the management or control of the Company's business. Members shall have no right or authority to act for the Company or to vote on matters other than the matters specifically set forth in this Agreement or as required by applicable law.

Section 5.2 Resignation. Except as expressly provided in this Agreement, a Member may not resign from the Company prior to the dissolution and winding up of the Company. If a Member resigns in violation of the foregoing prohibition, such Member shall not be entitled to receive any compensation or distributions and shall not otherwise be entitled to receive the fair market value of its Interest.

Section 5.3 Meetings or other Approvals of the Members.

(a) Meetings of the Members may be called at any time by the Managing Members. Any Member may in writing authorize an individual to represent and act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, voting or otherwise participating at a meeting, and to provide such consents, approvals or agreements of a Member as required in this Agreement.

(b) Each meeting of Members shall be called with at least two (2) days' notice. Notice of a meeting may be waived by any of the Members at any time, and will be deemed to have been waived if the Member participates in the meeting. Meetings may also be held telephonically whereby each of the Members can hear each of the other Members. The Managing Members, in their Sole Discretion, shall establish all other procedures relating to meetings of Members, including the time, place or purpose of any meeting at which any matter is to be voted on by any Members, voting in person or by proxy or any other matter with respect to the exercise of any such right to vote; provided, however, any Member shall have the right to introduce agenda items for each meeting. Except as expressly provided in this Agreement, decisions of the Members shall be made upon the vote of the Members holding at least a majority of the Percentage Interests. The Company's Secretary shall be responsible for taking minutes of the Member meetings and safekeeping them on behalf of the Company.

(c) Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by electronic transmission, by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted.

Section 5.4 Additional Members.

(a) By approval of all of the Members, the Company is authorized to admit any Person as an additional Member of the Company (each, an “Additional Member” and collectively, the “Additional Members”). Each such Person shall be admitted as an Additional Member at the time such Person executes this Agreement or a counterpart of this Agreement. The Managing Members shall amend Schedule A hereto to reflect the admission of any Additional Member and its applicable Percentage Interests.

(b) Additional Members shall not be entitled to any retroactive allocation of the Company’s income, gains, losses, deductions, credits or other items; provided that, subject to the restrictions of §706(d) of the Code, Additional Members shall be entitled to their respective share of the Company’s income, gains, losses, deductions, credits and other items arising under contracts entered into before the effective date of the admission of any Additional Members to the extent that such income, gains, losses, deductions, credits and other items arise after such effective date. To the extent consistent with §706(d) of the Code and Treasury Regulations promulgated thereunder, the Company’s books may be closed at the time Additional Members are admitted (as though the Company’s tax year had ended) or the Company may credit to the Additional Members allocations of the Company’s income, gains, losses, deductions, credits and other items by any other method permitted under §706 of the Code and the Treasury Regulations thereunder as determined by the Managing Members.

Section 5.5 Amendments. Any amendment to this Agreement shall be adopted and be effective as an amendment thereto only if it is in writing, and it either receives the affirmative vote of all of the Members, or is executed by all of the Members. Any amendment or revision to Schedule A made in accordance with this Agreement shall not be deemed an amendment to this Agreement.

ARTICLE VI

MANAGEMENT

Section 6.1 Management of the Company.

(a) The business and affairs of the Company shall be managed by the Managing Members. Initially, each of SOUTHERNSIDE WEST MM LLC, a Delaware limited liability company, and GHF SOUTHERNSIDE WEST, LLC, a South Carolina limited liability company, shall be the Managing Members. Each of the Managing Members shall serve until its termination of legal existence, resignation or removal. Any Managing Member may resign at any time by giving written notice to the Members. Any Managing Member may be removed, with or without cause, at any time by the Members holding at least a majority of the Percentage Interests. Any vacancy caused by the death, termination of legal existence, removal or resignation of a Managing Member may be filled by action of the Members holding at least a majority of the Percentage Interests. The actions of the Managing Members, when taken in accordance with this Agreement, shall bind the Company.

(b) Subject to Section 6.1(e), the duties and powers of the Managing Members may be exercised by the Managing Member(s) holding at least a majority of the Percentage Interests. At any time that there is only one Managing Member, (i) any and all actions provided for herein to be taken or approved by the “Managing Members” shall be taken or approved by the sole Managing Member and, (ii) notwithstanding any other provision hereof, any agreement or other document executed by the sole Managing Member on behalf of the Company shall be deemed duly authorized by all requisite action on behalf of the Company.

(c) Any action to be taken by the Managing Members may be taken by vote of the Managing Members at a meeting. Meetings may be called by any Managing Member upon not less than one (1) day prior written notice to all other Managing Members. The notice shall specify the place and time of the meeting and the general nature of the business to be transacted. A written waiver of notice, signed by a Managing Member, whether before or after the time stated therein, shall be deemed equivalent to notice to such Managing Member. Unless otherwise agreed by the Managing Members, meetings of Managing Members shall be held at the principal place of business of the Company. Meetings of the Managing Members may be held by conference telephone or similar communication equipment so long as all Managing Members participating in the meeting can hear one another, and all Managing Members participating by telephone or similar communication equipment shall be deemed to be present in person at the meeting. At any meeting of Managing Members, the Managing Members holding a majority of the Percentage Interests, present in person or by proxy, shall constitute a quorum for all purposes, except that the presence of all Managing Members shall be required as to actions herein specified to be taken by the Members acting unanimously. In lieu of a meeting, any action to be taken by the Managing Members may be taken by a consent in writing setting forth the action so taken signed by the Managing Members holding a majority of the Percentage Interests (or the Managing Members acting unanimously as is required to authorize or take such action under the terms of this Agreement). Any such written consent may be executed and delivered by telecopy or similar electronic means and may be signed in multiple counterparts.

(d) The Managing Members may from time to time and at any time delegate any of the powers and authority vested in it hereunder to one or more Persons. The Managing Members may appoint such officers and agents of the Company as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Managing Members in writing. The Managing Members may assign such titles as it may select, including without limitation, the titles of Chairman, Chief Executive Officer, President, Chief Operating Officer, Vice President, Chief Financial Officer, Treasurer and Secretary. In the absence of specific written authority or in the event there is any issue or doubt as to an officer’s scope of authority and ability to bind the Company in accordance with this Agreement, it shall be presumed such officer has the same powers, duties and rights as are typically associated with an officer of a Delaware corporation with the same corresponding title.

(e) Notwithstanding anything to the contrary contained herein, the following actions shall require the unanimous consent of the Managing Members:

(i) any merger, conversion, division or dissolution of the Company or any subsidiary;

(ii) the admission of any Person as a Member;

(iii) filing any voluntary petition in bankruptcy or receivership with respect to the Company or any subsidiary or filing an answer or other pleading with respect to a petition filed against it in any involuntary bankruptcy with respect to the Company or any subsidiary; and

(vi) entering, amending or refinancing any loan with respect to the Property.

Section 6.2 Reliance by Third Parties. Any Person dealing with the Company or the Managing Members may rely upon a certificate signed by the Managing Members as to:

(i) the identity of the Managing Members;

(ii) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Managing Members or in any other manner germane to the affairs of the Company;

(iii) the Persons who are authorized to execute and deliver any instrument or document of or on behalf of the Company; or

(iv) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member.

Section 6.3. Corporate Transparency Act. The Managing Member holding a majority of the Percentage Interests shall be responsible for the execution, submission, delivery, and filing, or cause the execution, delivery, and filing of any and all reports, including amendments thereto, required by the Corporate Transparency Act, Pub.L. 116-283, 134 Stat. 3388 (January 1, 2021). All Members shall cooperate with such Managing Member by providing to such Managing Member in a timely manner all information requested by such Managing Member in order to complete the actions required pursuant to the foregoing sentence.

ARTICLE VII

ASSIGNABILITY OF MEMBER INTERESTS

Section 7.1 Assignability of Interests.

(a) Except as otherwise provided in this Article VII, no Member may Transfer the whole or any part of its Interest without the prior written consent of all other Members, which consent may be given or withheld in the Sole Discretion of such other Members. A transferee shall be admitted to the Company as a member of the Company if the assigning Member designates, in a written instrument delivered to the other Members, its assignee to become a Substitute Member and all of the other Members consent to the admission of such assignee as a Member; and provided further, that such assignee shall not become a Substitute Member without having first executed an instrument reasonably satisfactory to those Members that approved the Transfer which shall at a minimum include an acceptance and agreement by the Substitute Member to abide by all the terms and conditions of this Agreement, which instrument may be a counterpart

of this Agreement. The Managing Members may condition the Transfer upon the Company receiving a fee from such assignee or the assigning Member sufficient to cover all reasonable expenses of the Company in connection with such assignee's admission as a Substitute Member.

(b) Notwithstanding the foregoing, a Member shall be permitted to assign, at any time and from time to time, all or any part of its Interest to a Permitted Assignee. For this purpose "Permitted Assignee" means a Person that is (i) a Member, (ii) an Affiliate of a Member, (iii) a natural or adoptive lineal ancestor or descendant of a Member, (iv) a trust, estate, guardianship or custodianship, including those established under any the Uniform Gifts to Minors Act of any state, and (v) entities under the Control of a Member and one or more other Permitted Assignees.

(c) If a Member assigns all of its Interest and the assignee is admitted as a Substitute Member, such admission shall be deemed effective immediately prior to the Transfer and, immediately following such admission, the assignee Member shall cease to be a member of the Company. In such event, the Company shall not dissolve if the business of the Company is continued without dissolution in accordance with Article XIII hereof. The Managing Members shall update Schedule A to reflect the admission of a Substitute Member.

Section 7.2 Recognition of Assignment by Company or Other Members. No assignment, or any part thereof, that is in violation of this Article VII shall be valid or effective, and neither the Company nor the Managing Members or any Member shall recognize the same for any purpose of this Agreement, including the purpose of making distributions pursuant to this Agreement with respect to such Interest or part thereof. Neither the Company nor the Managing Members shall incur any liability as a result of refusing to make any such distributions to the assignee of any such invalid assignment.

Section 7.3 Effect of Assignment. The Company shall, from the effective date of such assignment, thereafter pay all further distributions on account of the Interest (or part thereof), so assigned, to the assignee of such Interest, or part thereof. As between any Member and its assignee, Profits and Losses for the Fiscal Year of the Company in which such assignment occurs shall be apportioned for federal income tax purposes in accordance with any convention permitted under §706(d) of the Code and selected by the Managing Members.

ARTICLE VIII

DISTRIBUTIONS TO MEMBERS

Section 8.1 Generally. Distributions shall be made to the Members in accordance with their Percentage Interests, at the times and in the aggregate amounts determined by the Managing Members.

Section 8.2 Withholding. All amounts withheld pursuant to the Code or any provision of any foreign, state or local tax law or treaty with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Article VIII for all purposes of this Agreement. The Managing Members are authorized to withhold from distributions, or with respect to allocations, to the Members and to pay over to any

federal, foreign, state or local government any amounts required to be so withheld pursuant to the Code or any provision of any other federal, foreign, state or local law or treaty and shall allocate such amounts to those Members with respect to which such amounts were withheld. Each Member agrees to furnish the Company with any representations and forms as shall reasonably be requested by the Company to assist it in determining the extent of, and in fulfilling, any withholding obligations it may have.

Section 8.3 Limitations on Distribution. Except as provided in this Agreement, no Member shall be entitled to any distribution of cash or other property from the Company. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its Interest if such distribution would violate the Delaware Act or other applicable law.

ARTICLE IX

ALLOCATIONS

Section 9.1 Profits and Losses. After the application of Section 9.2, Profits and Losses for any Fiscal Year, or portion thereof, shall be allocated among the Members in a manner such that the Capital Account of each Member, immediately after making such allocation, and after taking into account actual distributions made during such Fiscal Year, or portion thereof, is, as nearly as possible, equal (proportionately) to (i) the distributions that would be made to such Member pursuant to Section 13.4 if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Gross Asset Value, all Company liabilities, were satisfied (limited with respect to each nonrecourse liability to the Gross Asset Value of the assets securing such liability) and the net assets of the Company were distributed in accordance with Section 13.4 to the Members immediately after making such allocation, minus (ii) such Member's share of "partnership minimum gain" and "partner nonrecourse debt minimum gain" determined pursuant to Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), computed immediately prior to the hypothetical sale of assets. Subject to the other provisions of this Section 9, an allocation to a Member of a share of Profits or Losses shall be treated as an allocation of the same share of each item of income, gain, loss or deduction that is taken into account in computing net Profit or net Loss.

Section 9.2 Special Allocations. The following special allocations shall be made in the following order:

(a) Company Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain during a Company fiscal year so that an allocation is required by Treasury Regulations Section 1.704-2(f), then each Member shall be specially allocated items of income and gain for such year (and, if necessary, subsequent fiscal years) equal to such Member's share of the net decrease in Company Minimum Gain as determined by Treasury Regulation Section 1.704-2(g). Such allocations shall be made in a manner and at a time which will satisfy the minimum gain chargeback requirements of Treasury Regulation Section 1.704-1(f) and this Section shall be interpreted consistently therewith. "Company Minimum Gain" shall have the meaning set forth in Treasury Regulations Sections 1.704-1(b)(2) and 1.704-2(d).

(b) Member Nonrecourse Minimum Gain Chargeback. If there is a net decrease in the Member Nonrecourse Debt Minimum Gain during any Company fiscal year, any Member who has a share of such Member Nonrecourse Debt Minimum Gain (as determined in the same manner as partner nonrecourse debt minimum gain under Treasury Regulation Section 1.704-2(i)(5)) shall be specially allocated items of income or gain for such year (and, if necessary, subsequent fiscal years) equal to such Member's share of the net decrease in the Member Nonrecourse Debt Minimum Gain in the manner and to the extent required by Treasury Regulation Section 1.704-2(i)(4). This Section shall be interpreted in a manner consistent with such Treasury Regulation. "Member Nonrecourse Debt Minimum Gain" shall have the meaning set forth in Treasury Regulation Section 1.704-2(i)(3).

(c) Qualified Income Offset. If a Member unexpectedly receives an adjustment, allocation, or distribution described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), any of which causes or increases an "Adjusted Capital Account Deficit" in such Member's Capital Account, then such Member will be specially allocated items of income and gain in an amount and manner sufficient to eliminate such deficit balance created or increased by such adjustment, allocation, or distribution as quickly as possible; provided, however, an allocation pursuant to this Section 9.2(c) will be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article IX have been tentatively made as if this Section 9.2(c) were not in the Agreement. For this purpose "Adjusted Capital Account Deficit" means the Member has a deficit balance in its "Capital Account" after giving effect to any amounts the Member is obligated to contribute or restore to the Company pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-1(i)(5).

(d) Allocation of Nonrecourse Liability Deductions. Deductions attributable to any Company Nonrecourse Liability shall be allocated among the Members in proportion to their respective Percentage Interests. "Company Nonrecourse Liability" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3)

(e) Member Nonrecourse Debt Deductions. Deductions attributable to any Member Nonrecourse Debt 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 Treasury Regulations Sections 1.704-2(i)(1). "Member Nonrecourse Debt" has the meaning set forth in Treasury Regulations Section 1.704-1(b)(4).

(f) Advice of Accountants. Allocations made by the Managing Members under this Section 9.2 in reliance upon the advice of the Company's accountants shall be deemed to be made pursuant to any fiduciary obligation to the Company and the Members.

(g) Section 754 Election. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), 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 such gain or loss 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 a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(h) Imputed Interest. If any Member makes a loan to the Company, or the Company makes a loan to any Member, and interest in excess of the amount actually payable is imputed under Code Sections 7872, 483, or 1271 through 1288 or corresponding provisions of subsequent Federal income tax law, then any item of income or expense attributable to any such imputed interest shall be allocated solely to the Member who made or received the loan and shall be credited or charged to its Capital Account, as appropriate.

(i) Share of Excess Nonrecourse Liabilities. For purposes of calculating a Member's share of "excess nonrecourse liabilities" of the Company (within the meaning of Treasury Regulation Section 1.752-3(a)(3)), the Members intend that they be considered as sharing profits of the Company in proportion to their respective Percentage Interests.

(j) Curative Allocations. The allocations set forth in this Section 9.2 (collectively the "Regulatory Allocations") are intended to comply with certain requirements of Treasury Regulations §1.704-1 and §1.704-2. Notwithstanding any other provisions of this Article IX (other than the Regulatory Allocations), the Managing Members shall, with the advice and assistance of the Company's tax accountants, take the Regulatory Allocations into account in allocating other Profits, Losses, and items of income, gain, loss, deduction and Code §705(a)(2)(B) expenditures among the Members so that, to the extent possible, the net amount of such allocations of other Profits, Losses, and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred.

Section 9.3 Allocation Rules.

(a) In the event Members are admitted to the Company pursuant to this Agreement on different dates, the Profits (or Losses) allocated to the Members for each Fiscal Year during which Members are so admitted shall be allocated among the Members in proportion to their Percentage Interests during such Fiscal Year in accordance with §706 of the Code, using any convention permitted by law and selected by the Managing Members.

(b) For purposes of determining the Profits, Losses or any other items allocable to any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Managing Members using any method that is permissible under §706 of the Code and the Treasury Regulations thereunder.

(c) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits and Losses for the Fiscal Year in question.

Section 9.4 Tax Allocations.

(a) All allocations for income tax purposes of items of income, gain, loss, deduction, credit, basis adjustment and the like for any taxable year of the Company shall be

allocated to and among the Members to reflect the allocations made pursuant to the provisions of Section 9.1 and Section 9.2 for such taxable year. Notwithstanding the foregoing, all allocations shall be made in accordance with the law, including the provisions of Section 704(c) of the Code and the Treasury Regulations promulgated thereunder. Income, gain, loss or deduction with respect to any property contributed by a Member shall, solely for tax purposes, be allocated among the Members, to the extent required by Code Section 704(c) and the related Treasury Regulations under Code Sections 704(b) and 704(c), to take account of the variation between the adjusted tax basis of such property and its Gross Asset Value at the time of its contribution to the Company. If the Gross Asset Value of any Company property is adjusted as provided in Treasury Regulations Section 1.704-1(b)(2)(iv), then subsequent allocations of income, gain, loss and deduction and the gain asset value of such property shall be adjusted as provided in Code Section 704(c) and the related Treasury Regulations. If Code Section 704(c) and the Treasury Regulations thereunder allow alternative methods of making such acquired allocations, the Managing Members shall determine which alternative method to use. Allocations under this Section 9.4 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 Profits, Losses, or other items or distributions under any provision of this Agreement.

(b) The provisions of this Section 9.4 (and other related provisions in this Agreement) pertaining to the allocation of items of Company income, gain, loss, deductions, and credits shall be interpreted consistently with the Treasury Regulations, and to the extent unintentionally inconsistent with such Treasury Regulations, shall be deemed to be modified to the extent necessary to make such provisions consistent with the Treasury Regulations. The Members are aware of the income tax consequences of the allocations made by this Article IX and hereby agree to be bound by the provisions of this Article IX in reporting their shares of Company income and loss for income tax purposes.

ARTICLE X

BOOKS AND RECORDS

Section 10.1 Books and Records. The Managing Members shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. The books of the Company shall at all times be maintained by the Managing Members. Each Member and its duly authorized representatives shall have the right to examine the Company books, records and documents during normal business hours. The Company, and the Managing Members on behalf of the Company, shall not have the right to keep confidential from any Member any information that the Managing Members would otherwise be permitted to keep confidential from such Member pursuant to Section 18-305(c) of the Delaware Act.

ARTICLE XI

TAX MATTERS

Section 11.1 Taxation as Company. The Company shall be treated as a partnership for federal, state, and local income tax purposes.

Section 11.2 Federal Tax Returns. The Company shall cause the Company's independent public accountants to prepare, at the expense of the Company, for each Fiscal Year (or part thereof), federal tax returns in compliance with the provisions of the Code and any required state and local tax returns.

Section 11.3 Member Tax Return Information. The Company, at its expense, shall cause to be delivered to each Member such information as shall be necessary (including a statement for that year of each Member's share of net income, net losses and other items of the Company) for the preparation by the Members of their Federal, state and local income and other tax returns.

Section 11.4 Partnership Representative.

(a) The Managing Members shall be the "partnership representative" of the Company for purposes of Section 6223 of the Code and any corresponding provision of applicable state, local or other law (the "Partnership Representative"). Each Member hereby agrees (i) to take such actions as may be required to effect the Managing Members's designation as the Partnership Representative, and (ii) to cooperate to provide any information or take such other actions as may be reasonably requested by the Partnership Representative in order to (x) determine whether any Imputed Underpayment may be modified pursuant to Section 6225(c) of the Code or any corresponding provision of applicable state, local or other law, and (y) obtain any such modification identified by the Partnership Representative.

(b) In its capacity as Partnership Representative, the Partnership Representative shall have the right to make on behalf of the Company any and all elections and take any and all actions that are available to be made or taken by the Partnership Representative or the Company under Sections 6221-6235 of the Code, and Section 6241 of the Code and the Treasury Regulations thereunder (or any similar provisions under state or local law), as it in its Sole Discretion deems appropriate, subject to the provisions of this Agreement.

(c) In the event of an Imputed Underpayment, the Partnership Representative may cause the Company to make an election, where permissible under Section 6226 of the Code to treat such underpayment as an adjustment to be taken into account by each Member (or, to the extent applicable, any Person that was a Member during the taxable year or other period to which such adjustment relates, even if such Member is not a Member at the time the adjustment is made).

(d) In the event the Company is liable for any Imputed Underpayment, the Partnership Representative is authorized to (i) apportion such Imputed Underpayment imposed on the Company among the Members, and (ii) withhold any such amounts from any distributions made to any such Member in a manner consistent with Section 8.2. To the extent that the Company is required or elects to withhold or otherwise pays over to any taxing authority any amounts apportioned to a Member in accordance with this Section 11.4(d), the Partnership Representative

may treat the amount withheld as a distribution of cash pursuant to Section 8.2 in the amount of such withholding from or with respect to such Member. If distributions are insufficient to satisfy any amounts apportioned to any Member, such Member shall indemnify and hold harmless the Partnership Representative, the other Members, and the Company for such amounts, which indemnity obligation shall survive the Transfer of Interests and the termination of this Agreement, and any such indemnity payment shall not be treated as a Capital Contribution.

(e) The Partnership Representative shall, within five (5) business days of the receipt of any notice from the Internal Revenue Service in any administrative proceeding at the Company level relating to the determination of any Company item of income, gain, loss, deduction or credit, mail a copy of such notice to each Member.

(f) The Company shall indemnify and hold the Partnership Representative harmless for any cost or liability incurred while acting in such capacity. The provisions of this Section 11.4 and a Member's obligation to comply with this Section 11.4 shall survive any liquidation and dissolution of the Company and the Transfer or liquidation of such Member's Interest in the Company.

Section 11.5 Tax Elections. All tax elections required or permitted to be made by the Company under the Code or any other tax laws, and all decisions and other matters concerning the computation and allocation of items of income, gain, loss, deduction, and credits among the Members, and accounting procedures not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Partnership Representative. The Partnership Representative may make or revoke, on behalf of the Company, an election in accordance with §754 of the Code, so as to adjust the basis of Company property in the case of a distribution of property within the meaning of §734 of the Code, and in the case of a transfer of a Company Interest within the meaning of §743 of the Code. Each Member shall, upon request of the Tax Matters Representative, supply the information necessary to give effect to such an election.

ARTICLE XII

LIABILITY, EXCULPATION AND INDEMNIFICATION

Section 12.1 Liability.

(a) Except as otherwise provided by the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person.

(b) Except as otherwise expressly required by law, a Member, in its capacity as Member, shall have no liability in excess of (i) the amount of its Capital Contributions, (ii) its share of any assets and undistributed profits of the Company, (iii) its obligation to make other payments expressly provided for in this Agreement, and (iv) the amount of any distributions wrongfully distributed to it.

Section 12.2 Exculpation.

(a) No Covered Person shall, to the fullest extent permitted by law, be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Profits, Losses or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, to the fullest extent permitted by applicable law, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they eliminate or restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person to the fullest extent permitted by applicable law.

Section 12.3 Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person provided that any such action was undertaken in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 12.3 shall be provided out of and to the extent of Company assets only (including the proceeds of any insurance policy obtained pursuant to Section 12.5 hereof), and no Covered Person shall have any personal liability on account thereof.

Section 12.4 Expenses. To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 12.3 hereof.

Section 12.5 Insurance. The Company may purchase and maintain insurance on behalf of Covered Persons and such other Persons as the Managing Members shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement. The Managing Members and the Company may enter into indemnity contracts with Covered Persons and such other Persons as the Managing Members shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under Section 12.4 hereof and containing such other procedures regarding indemnification as are appropriate.

Section 12.6 Attorneys' Fees. All of the indemnities provided in this Agreement shall include reasonable attorneys' fees, including appellate attorneys' fees, and court costs.

Section 12.7 Subordination of Other Rights to Indemnity. The interests of the Members in any proceeds of the Company by way of repayment of loans, return of any Capital Contributions, or any distributions from the Company, shall be subordinated to the right of a Covered Person to the indemnities provided by this Article XII.

Section 12.8 Survival. The provisions contained in this Article XII shall survive a Member's ceasing to be a Member hereunder and any termination of this Agreement.

ARTICLE XIII

DISSOLUTION, LIQUIDATION AND TERMINATION

Section 13.1 No Dissolution. The Company shall not be dissolved by the admission of Additional Members or Substitute Members in accordance with the terms of this Agreement. The resignation of a Member shall not, in and of itself, dissolve the Company.

Section 13.2 Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

- (a) the consent of all Members;
- (b) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by this Agreement or the Delaware Act; or
- (c) the entry of a decree of judicial dissolution under Section 18-802 of the Delaware Act.

Upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company (other than upon an assignment by such Member of all of its limited liability company interest in the Company and the admission of a Substitute Member

pursuant to Article VII), to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining member of the Company or the Member in the Company.

The bankruptcy (as defined in Sections 18-101(1) and 18-304 of the Act) of a Member shall not cause such Member to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

Section 13.3 Liquidation. Upon dissolution of the Company, the Managing Members (in such capacity, the “Liquidating Trustee”) shall carry out the winding up of the Company and shall immediately commence to wind up the Company’s affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The proceeds of liquidation shall be distributed in the following order and priority:

(i) first, to creditors, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and

(ii) then, the balance to the Members in accordance with Section 8.1.

Section 13.4 Termination. The separate legal existence of the Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Agreement and the Certificate shall have been canceled in the manner required by the Delaware Act.

Section 13.5 Claims of the Members or Third Parties. The Members shall look solely to the Company’s assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members shall have no recourse against the Company or any other Member; provided, however, that nothing contained herein shall be deemed to limit the rights of a Member under applicable law. In the event any Member has a deficit balance in its Capital Account at the time of the Company’s dissolution, it shall not be required to restore such account to a positive balance or otherwise make any payments to the Company or its creditors or other third parties in respect of such deficiency.

Section 13.6 Distributions In-Kind. If any assets of the Company shall be distributed in kind, such assets shall be distributed to the Member(s) entitled thereto as tenants-in-common in the same proportions as such Member(s) would have been entitled to cash distributions if (i) such assets had been sold for cash by the Company at the fair market value of such property (taking the Gross Asset Value definition herein and Code Section 7701(g) into account) on the date of distribution, (ii) any unrealized income, gain, loss and deduction inherent in such property (that

has not been reflected in the Capital Accounts previously) that would be realized by the Company from such sale were allocated among the Member(s) as Profits or Losses in accordance with this Agreement, and (iii) the cash proceeds were distributed to the Member(s) in accordance with this Article XIII. The Capital Accounts of the Member(s) shall be increased by the amount of any unrealized income or gain inherent in such property or decreased by the amount of any loss or deduction inherent in such property that would be allocable to them, and shall be reduced by the fair market value of the assets distributed to them under the preceding sentence.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 Notices. Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) in the case of the Company, to the Company at its address in Section 2.5, (b) in the case of any Member, to such Member at its address as listed on Schedule A attached hereto and (c) in the case of either of the foregoing, at such other address as may be designated by written notice to the other parties.

Section 14.2 Failure to Pursue Remedies. To the fullest extent permitted by law, the failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 14.3 Cumulative Remedies. 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 waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 14.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and assigns.

Section 14.5 Interpretation. Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. All references herein to "Articles," "Sections" and "Paragraphs" shall refer to corresponding provisions of this Agreement. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time.

Section 14.6 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 14.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

Section 14.8 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 14.9 Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

Section 14.10 Partition of the Property. To the fullest extent permitted by law, each Member agrees that it shall have no right to partition the Property, or any portion thereof, and each Member agrees that it shall not make application to any court or authority having jurisdiction in the matter to commence or prosecute any action or proceeding for partition of the Property, or any portion thereof. Upon the breach of this Section by any Member, the other Member, in addition to all other rights and remedies in law and equity, shall be entitled to a decree or order dismissing application, action or proceeding.

Section 14.11 Third Party Beneficiaries. Except the Covered Persons with respect to Article XII, nothing expressed or implied in this Agreement is intended or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in their being deemed a third party beneficiary of this Agreement.

Section 14.12 Effectiveness. Pursuant to Section 18-201(d) of the Delaware Act, this Agreement shall be effective as of the time of the filing of the Certificate with the Office of the Secretary of State of the State of Delaware on April 22, 2025 (the "Formation Date").

(signatures follow on next page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MEMBERS:

SOUTHERNSIDE WEST MM LLC

DocuSigned by:
Allison Berman
C336A4F9D04A48E...
By: _____
Name: Allison Berman
Title: Vice President

GHF SOUTHERNSIDE WEST, LLC,
a South Carolina limited liability company

By: GREENVILLE HOUSING FUND,
a South Carolina non-profit corporation
Its: Managing Member

Signed by:
Bryan Brown
C4B8D2B4530F4E0...
By: _____
Name: Bryan Brown
Title: President

SCHEDULE A

**MEMBERS, PERCENTAGE INTERESTS AND
CAPITAL CONTRIBUTIONS**

<u>Name and Address</u>	<u>Initial Capital Contribution</u>	Member's Initial Percentage <u>Interest</u>
SOUTHERNSIDE WEST MM LLC 152 W 57 th St., 60 th Fl. New York, NY 10019		60%
GHF SOUTHERNSIDE WEST, LLC 1615-A Wade Hampton Blvd Greenville, SC 29609		40%
Total		100%