

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
THE OLD WRIGHT MM LLC**

This Amended and Restated Operating Agreement (*Agreement*) of The Old Wright MM LLC, a South Carolina limited liability company (*Company*), is made by the Members to provide for the governance and operations of the Company and the rights and obligations of each Member regarding the Company. This Agreement is effective on May 12, 2026, and will apply to any Additional Members admitted in accordance with its terms. In consideration of the mutual promises in this Agreement, the parties to this Agreement agree to be legally bound by its terms.

**ARTICLE ONE
DEFINITIONS AND INTERPRETATION**

Section 1.01 Definitions

For purposes of this Agreement, the following terms have the following meanings.

(a) Act

Act means the South Carolina Uniform Limited Liability Company Act of 1996, as amended from time to time.

(b) Additional Member

Additional Member means any person not previously a Member who acquires an Interest and is admitted as a Member according to Section 13.07.

(c) Adjusted Capital Account Deficit

Adjusted Capital Account Deficit means the negative balance in a Member's Capital Account at the end of a Taxable Year after:

increasing the Capital Account by the amount, if any, of such negative balance the Member is obligated to restore under this Agreement and the amount of such negative balance the Member is deemed to be obligated to restore under Treasury Regulations sections 1.704-2(g)(1) and 1.704-2(i)(5); and

reducing the Capital Account with the items described in Treasury Regulations sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

(d) Affiliate

Affiliate means any of the following persons or any person who controls, is controlled by, or is under common control with any of the following persons:

a Member;

a Member's Immediate Family member; or

a Legal Representative, successor, Assignee, or trust for the benefit of a Member or any Member's Immediate Family members.

For purposes of this definition, *control* means the direct or indirect power to direct or cause the direction of the person's management and policies, whether by owning voting securities, partnership, or other ownership interests; by contract; or otherwise.

(e) Agreement

Agreement means this Amended and Restated Operating Agreement, as amended from time to time.

(f) Applicable Law

Applicable Law means the Act, the Code, the Securities Act, all pertinent provisions of any agreements with any Governmental Authority and all pertinent provisions of any Governmental Authority's:

constitutions, treaties, statutes, laws, common law, rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders;

consents or approvals; and

orders, decisions, advisory opinions, interpretative opinions, injunctions, judgments, awards, and decrees.

(g) Articles of Organization

Articles of Organization means the Articles of Organization filed with the South Carolina Secretary of State as required by the Act, or any other similar instrument required to be filed by the laws of any other state in which the Company intends to conduct business.

(h) Assignee

Assignee means the recipient of an Interest by assignment.

(i) Book Value

With respect to any Company property, *Book Value* means the Company's adjusted basis for federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted by Treasury Regulation Section 1.704-1(b)(2)(iv)(d)-(g). The Book Value of each Company asset must be adjusted as of the date of this Agreement under Treasury Regulation Section 1.704-1(b)(2)(iv)(f) in a manner determined by the Company so that the aggregate Book Value of the Company's assets (net of the Company's liabilities) as of this date is equal to the aggregate Capital Account balances of the Members as of this date.

(j) Capital Account

Capital Account means the account established and maintained for each Member under Section 6.01 and under Treasury Regulation Section 1.704-1(b)(2)(iv), as amended from time to time.

(k) Capital Contribution

Capital Contribution means the total cash and other consideration contributed and agreed to be contributed to the Company by each Member. Each initial *Capital Contribution* is shown in the Schedule A, attached and incorporated into this Agreement. Additional *Capital Contribution* means the total cash and other consideration contributed to the Company by each Member (including any Additional Member) other than the initial Capital Contribution. Any reference in this Agreement to the Capital Contribution of a current Member includes any Capital Contribution previously made by any prior Member regarding that Member's Interest. The value of a Member's Capital Contribution is the amount of cash plus the Fair Market Value of other property contributed to the Company.

(l) Code

References to the *Code* or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and any corresponding Treasury Regulations. References to the

Treasury Regulations are to the Treasury Regulations under the Code in effect. If a particular provision of the Code is renumbered or a subsequent federal tax law supersedes the Code, any reference is to the renumbered provision or to the corresponding provision of the subsequent law, unless the result would be clearly contrary to the Members' intent as expressed in this Agreement. The same rule applies to Treasury Regulations references.

(m) Company

Company means The Old Wright MM LLC, a South Carolina limited liability company.

(n) Company Minimum Gain

Company Minimum Gain means the minimum amount of gain that would be realized by the Company if the Company disposed of all Company property subject to the liabilities in full satisfaction of those liabilities, computed under Treasury Regulation Section 1.704-2(b) and (d).

(o) Company Representative

Company Representative is defined in Section 3.02.

(p) Fair Market Value

Fair Market Value is defined in Section 16.13.

(q) Governmental Authority

Governmental Authority means any local, state, federal, or foreign government or its political subdivision; any agency or instrumentality of a government or its political subdivision; or any self-regulated organization or other nongovernmental regulatory authority or quasi-Governmental Authority whose rules, regulations, or orders have the force of law. Governmental Authority also means any arbitrator, court, or tribunal of competent jurisdiction.

(r) Immediate Family

Immediate Family means any Member's spouse (but not a spouse who is legally separated from the person under a decree of divorce or separate maintenance), parents, parents-in-law, descendants (including descendants by adoption), spouses of descendants (but not a spouse who is legally separated from the person under a decree of divorce or separate maintenance), brothers, sisters, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and grandchildren-in-law.

(s) Interest

Interest means the ownership interest and rights of a Member in the Company, including the Member's right to a distributive share of the profits and losses, the distributions, and the property of the Company and the right to consent or approve Company actions. All Interests are subject to the restrictions on transfer imposed by this Agreement. Each Member's Interest is personal property and no Member will acquire any interest in any of the assets of the Company. Interests may be adjusted from time to time under Article Four.

(t) Legal Representative

With respect to any individual, *Legal Representative* means a person's guardian, conservator, executor, administrator, trustee, or any other person representing a person or the person's estate. With respect to any person, *Legal Representative* means all directors, officers, employees, consultants, financial advisors, counsel, accountants, and other agents of the person.

(u) Majority Vote

Majority Vote means a ratio of more than 50 votes out of every 100 votes that may be cast will determine the matter subject to the vote.

(v) Member

Member means any person designated in this Agreement as a Member or any person who becomes a Member under this Agreement.

(w) Member Joinder

Member Joinder means the joinder agreement in form and substance acceptable to the Members.

(x) Member Minimum Gain

Regarding a Member Non-Recourse Debt, *Member Minimum Gain* means the least amount of gain that the Company would realize if the Company disposed of the encumbered Company property in full satisfaction of the encumbrance.

(y) Member Non-Recourse Debt and Member Non-Recourse Deductions

Member Non-Recourse Debt means nonrecourse Company debt for which one or more Members bear economic risk of loss as defined in Treasury Regulation Section 1.704-2(b)(4).

Member Non-Recourse Deductions means for each Taxable Year, the Company deductions that are attributable to Member Non-Recourse Debt and are characterized as Member Non-Recourse Deductions under Treasury Regulation Section 1.704-2(b).

(z) Permitted Transfer; Permitted Transferee

A *Permitted Transfer* is an Interest transfer made under Article Thirteen. A *Permitted Transferee* is the recipient of a Permitted Transfer.

(aa) Project

Project means the anticipated development, construction, renovation and rehabilitation of certain real property located at 700 Branch Street in Abbeville, South Carolina.

(bb) Protected Person

Protected Person means:

- each Member;
- each Member's officer, director, shareholder, partner, member, controlling Affiliate, employee, agent, or Legal Representative and each of their controlling Affiliates; and
- each of the Company's employees, and agents or Legal Representatives.

(cc) Purchase Price

Purchase Price is defined in Section 13.08.

(dd) Purchasing Members

Purchasing Members is defined in Section 13.08.

(ee) Securities Act

Securities Act refers to the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations under it that are in effect at the time.

(ff) Selling Member

Selling Member is defined in Section 13.08.

(gg) Special Purchase Option

Special Purchase Option is defined in Section 13.08.

(hh) Substantial Completion

Substantial Completion means, with respect to the Project, the date upon which the Company has received (i) a certificate of substantial completion as certified by the architect for the Project; (ii) all necessary certificates of occupancy from the applicable governmental jurisdiction(s) or authority(ies) for one hundred percent (100%) of the improvements therein; and (iii) any other documentation necessary to establish placement in service for purposes of Treas. Reg. Section 1.48-12(f)(2).

(ii) Taxable Year

Taxable Year means the calendar year or any other accounting period selected by the Members. Taxable Year is synonymous with fiscal year for all purposes of this Agreement.

(jj) Third Party

Third Party means any person who:

- is not a Member of the Company;
- does not directly or indirectly own or have the right to acquire any outstanding Interests;
- is not a Permitted Transferee of any person who directly or indirectly owns or has the right to acquire any Interests; and
- is not an Affiliate.

With respect to any controversy concerning the Company, *Third Party* means an individual who is not related to or subordinate to a claimant or respondent and has no personal or financial stake in the resolution of the controversy other than fair and reasonable compensation for services provided to resolve the controversy.

(kk) Transition Date

Transition Date means the date that is the later of (i) two (2) years after the date of this Agreement, and (ii) Substantial Completion.

(ll) Unprotected Act

Unprotected Act means any act, omission, or forbearance by a Protected Person that:

- is not in good faith or is not in a manner believed by the Protected Person to be in, or not opposed to, the Company's best interests;
- with respect to any criminal proceeding, the Protected Person would have reasonable cause to believe was unlawful; or
- constitutes fraud or willful misconduct.

Section 1.02 Interpretation

The following general provisions and rules of construction apply to this Agreement.

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*,

when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires or permits.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the reader's convenience and reference. They have no significance in the interpretation or construction of this Agreement.

(c) Include, Includes, and Including

In this Agreement, the words *include*, *includes*, and *including* mean include without limitation, includes without limitation, and including without limitation, respectively. *Include*, *includes*, and *including* are words of illustration and enlargement, not words of limitation or exclusivity.

(d) Words of Obligation and Discretion

Unless otherwise specifically provided in this Agreement or by the context in which used, the word *shall* is used to impose a duty, to command, to direct, or to require. Terms such as *may*, *is authorized to*, *is permitted to*, *is allowed to*, *has the right to*, or any variation or other words of discretion are used to allow, to permit, or to provide the discretion to choose what should be done in a particular situation, without any other requirement. Unless the decision of another party is expressly required by this Agreement, words of permission give the decision-maker the sole and absolute discretion to make the decision required in the context.

(e) No Presumption against Drafting Party

This Agreement is to be construed without giving force to any presumption or rule requiring construction or interpretation against the drafting party. No party may claim that an ambiguity in this Agreement should be construed against any other party or that there was any coercion, duress (economic or otherwise), negligent misrepresentation, or fraud (including fraud in the inducement) affecting the validity or enforcement of this Agreement.

ARTICLE TWO ORGANIZATIONAL MATTERS

Section 2.01 Company Formation

This Restatement of the Limited Liability Company Operating Agreement, dated May 12, 2026, restates the Operating Agreement that was originally signed on March 21, 2025.

The Company became a limited liability company under the laws of the State of South Carolina upon filing its Articles of Organization as required by South Carolina. The Company was created under the South Carolina Uniform Limited Liability Company Act of 1996.

Section 2.02 Company's Name

The Company's name is The Old Wright MM LLC. The Members may change the name of the Company, subject to the terms of this Agreement and Applicable Law.

Section 2.03 Company's Purpose

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

The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

Section 2.04 Company's Principal Office and Location of Records

The street address of the principal office in the United States where the Company maintains its records is 893 Holly Dr W, Annapolis, Maryland 21409.

Section 2.05 Registered Agent and Registered Office

The Company's initial Registered Agent is Registered Agents Inc., and the Company's initial registered office is located at 6650 Rivers Ave, Suite 100, Charleston, South Carolina 29406.

Section 2.06 Company's Term

This Company is a term-of-years limited liability company under the South Carolina Uniform Limited Liability Company Act of 1996. The Company began on the date the Articles of Organization were filed with the South Carolina Secretary of State and will terminate on December 31, 2075, unless terminated or extended by this Agreement.

ARTICLE THREE TAX MATTERS

Section 3.01 Taxation as a Partnership

The Members intend to establish an entity that is subject to federal and state income taxation as a partnership. Unless the Members elect not to be treated as a partnership for federal income tax purposes, the federal income tax basis of a Member's Interest and all other matters relating to the distributive share and taxation of items of income, gain, loss, deduction, depreciation, and credit will be as established by Code Subchapter K.

Section 3.02 Company Representative

The Company must designate a representative with a substantial presence in the United States to serve as the Company representative within the meaning of Code Section 6223 (*Company Representative*). The Company Representative has the sole authority to act on behalf of the Company in connection with Internal Revenue Service audits and adjustments. Tonya A. Harding is designated to serve as the Company Representative. If Tonya A. Harding is or becomes unwilling or unable to serve for any reason, the Members shall promptly appoint a Member to serve as Company Representative in accordance with Code requirements.

(a) Obligations and Discretion as to Tax Matters

The Company Representative shall notify all of the Members upon receipt of any notice regarding any examination by any federal, state, or local authority about the Company's tax compliance. The Company Representative must obtain the approval of a Majority Vote of the Members before taking any binding action in connection with any Internal Revenue Service proceeding. Upon obtaining this approval, the Company Representative may:

- determine whether to contest any proceedings, how to pursue any proceedings, and whether and on what terms to settle any dispute with the Internal Revenue Service;

- determine whether to elect out of partnership-level treatment under Code Section 6221(b) and Section 3.03;

select the forum for any tax disputes involving the Company; and

extend the statute of limitations for assessing tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local, or foreign tax returns.

The Company Representative's rights and obligations create a fiduciary duty on the part of the Company Representative to act in the best interest of the Company and other Members.

(b) Company Representative to Preserve Tax Classification

Unless the Members elect not to be treated as a partnership for federal income tax purposes, the Company Representative shall take all reasonable steps necessary to classify the Company as a partnership for tax purposes under the Code and Treasury Regulations. The Company Representative shall prepare and file any forms necessary or appropriate to classify the Company as a partnership for tax purposes under the laws of any jurisdiction in which the Company transacts business.

Any time after the date of this Agreement, if the Company has only one Member or for any other reason may not be taxed as a partnership, the Company Representative may classify the Company as a corporation, sole proprietorship, disregarded entity, or any other type of entity that the Company Representative determines to be most advantageous to the Company and the Member.

Section 3.03 Election under Code Section 6221(b)

The Company may elect for Code Section 6221(b) to apply for any taxable year that the Company meets the requirements to elect out of Company-level treatment under Code Section 6221(b). The election must be made with a timely filed return for that taxable year. The election must include the name and taxpayer identification number of each Member. The Company must notify each Member of the election in the manner prescribed by the Secretary of Treasury.

Section 3.04 Consistent Treatment

Each Member shall, on the Member's income tax return, treat each item of income, gain, loss, deduction, or credit attributable to the Company in a manner consistent with the treatment of the income, gain, loss, deduction, or credit on the Company income tax return.

Section 3.05 Adjustment in Future Tax Years

If any tax proceeding results in adjustment in the amount of any item of income, gain, loss, deduction, or credit of the Company—or any Member's distributive share thereof—for a prior year, the Company may take corrective action. If the Company elects to apply Code Section 6226 within 45 days from the date of the notice of final partnership adjustment, the Company may issue the statement described in Code Section 6226(a)(2) to the Internal Revenue Service and to each Member that held an interest in the year in question. The statement must describe the Member's share of any adjustment to income, gain, loss, deduction, or credit (as determined in the notice of final partnership adjustment issued by the Internal Revenue Service). Upon receipt of the statement, each Member must take the adjustments described on the statement into account as provided in Code Section 6226(b).

Alternatively, the Company may require each Member that held an interest in the Company during the prior year to file an amended tax return reporting the Member's distributive share of the tax adjustments and to pay any taxes resulting from the adjustments in accordance with Code Section 6225(c). Each Member must submit the amended returns and pay all related taxes not later than

270 days from the date on which the notice of a proposed partnership adjustment is mailed to the Company.

This Section and the Member's obligations under Section 3.04 survive the Company's termination, dissolution, liquidation, and winding up and the Member's withdrawal from the Company or transfer of its Interest.

Section 3.06 Legal and Accounting Costs for Tax Matters

The Company shall pay all legal and accounting costs associated with any Internal Revenue Service proceeding regarding the Company's tax returns.

ARTICLE FOUR MEMBERS' INTERESTS

Section 4.01 Members' Interests in the Company

The Members' interests in the Company are represented by Interests. The Company may issue certificates to the Members representing the Interest held by each Member.

Section 4.02 Schedule of Members

The Company shall maintain a schedule of all Members and the percentage and type of Interests held by them (*Schedule of Members*). The Schedule of Members as of the execution of this Agreement is attached as Schedule A. Upon the Transition Date, the Interest of Oracle Consulting Services, LLC shall automatically become 1%, the Interest of Tonya A. Haddock shall become 49.5%, and the Interest of Josh Lipsky shall become 49.5%. The Company shall update the Schedule of Members upon the issuance or transfer of any Interests to any new or existing Member and upon the automatic change in Interests at the Transition Date.

Section 4.03 Admitting New Members

Subject to the requirements of Article Thirteen, Additional Members may be admitted when the Company issues new Interests or a Member transfers its Interest. Upon compliance with Article Thirteen, a person will be admitted as an Additional Member, listed as such on the Company's books, and issued the Interest. The Company shall adjust the Capital Accounts of the Members as necessary under Article Six.

The Company may adopt and revise rules, conventions, and procedures as the Company determines appropriate regarding the admission of Additional Members to reflect the Interests at the end of the calendar year in accordance with the Members' intentions.

Section 4.04 Transferability of Interest

The transferability of each Member's Interest is restricted by Article Thirteen.

ARTICLE FIVE CAPITALIZATION

Section 5.01 Initial Capital Contributions

As their initial Capital Contributions to the Company, the Members will contribute all of their right, title, and interest in and to the property described on the Schedule of Members. The Members agree that the property described on the Schedule of Members has the Fair Market Value (net of liabilities assumed or taken subject to or by the Company) listed opposite the described property.

Section 5.02 Documenting Additional Capital Contributions

After any Member makes a Capital Contribution other than those described in Section 5.01, the Company shall promptly file one or more documents in its records showing that the Member has made the Capital Contribution. These documents may include photocopies of cancelled checks, documentary evidence of bank transfers, or photocopies of executed bills of assignment.

Section 5.03 Mandatory Additional Capital Contributions Prohibited

The Company has no authority to require additional Capital Contributions.

Section 5.04 Voluntary Additional Capital Contributions

The Members may make voluntary Capital Contributions to the Company. Any voluntary Capital Contribution must be *pro rata*, based upon the respective Interests of the Members, unless otherwise agreed by a Majority Vote of the Members. Interests will not be adjusted to account for *non pro rata* Capital Contributions.

ARTICLE SIX CAPITAL ACCOUNTS

Section 6.01 Establishing and Maintaining Capital Accounts

A Capital Account will be established for each Member and will be maintained at all times during the Company's existence in compliance with the Code and Treasury Regulations. Each Member's Capital Account will be created with an initial credit equal to the Fair Market Value of the property contributed by the Member in exchange for the Member's interest in the amount described on the Schedule of Members. Each Capital Account will be maintained according to the following provisions.

(a) Credits to Member's Capital Account

Each Member's Capital Account will be credited with the Fair Market Value of the Member's Capital Contribution, the Member's distributive share of profits, and the amount of any Company liabilities that are assumed by the Member.

(b) Debits to Member's Capital Account

Each Member's Capital Account will be debited the amount of cash and the Fair Market Value of any property distributed to the Member under this Agreement, the Member's share of losses, and the amount of any liabilities of the Member that are secured by any property contributed by the Member to the Company.

(c) Assumption of Liability

As provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(c): Any unsecured liability the Company assumes will be treated as a distribution of money to the Member, and the Company shall adjust the Member's Capital Account accordingly. Any unsecured liability of the Company a Member assumes will be treated as a cash Capital Contribution to the Company. The amount of any liability assumed under this provision will be determined according to Code Section 752(c).

(d) Non-Cash Distribution Adjustments

If noncash assets are distributed to a Member, the Company shall adjust the Capital Accounts of the Members to reflect the hypothetical book gain or loss that would have been realized by the Company if the distributed assets had been sold at Fair Market Value in a cash sale.

(e) Adjusting the Fair Market Value on Transfer of Interest

If an existing or new Member acquires an Interest from the Company, the Company shall adjust the Capital Accounts of the Members to reflect Fair Market Value of all properties held by the Company.

Section 6.02 Revaluation Adjustment

The Company shall adjust the Members' Capital Accounts to reflect any revaluation of Company property (including intangible assets such as goodwill) under this Section.

(a) Adjustment Based on Fair Market Value

Any revaluation adjustment to a Member's Capital Account is based on the Fair Market Value of Company property on the date of the adjustment (taking into account Code Section 7701(g)).

(b) Adjustment for Unrealized Items

The Company shall adjust the Members' Capital Accounts to reflect the manner in which any unrealized income, gain, loss, or deduction inherent in the Company's property (to the extent that it has not been previously reflected in the Members' Capital Accounts) would be allocated among all the Members if there were a taxable disposition of this property for Fair Market Value on the adjustment date.

(c) Events Triggering Revaluation Adjustment

Without limiting the events that trigger the application of this Section, this Section will be triggered by the Company's liquidation, an in-kind distribution Company property, a Capital Contribution (other than a *de minimis* amount) as consideration for an Interest, or a distribution (other than a *de minimis* amount) by the Company to a retiring or continuing Member as consideration for an Interest.

Section 6.03 Negative Capital Accounts

If the Company or a Member's Interest is liquidated, no Member will be required to restore a deficit in his or her Capital Account.

Section 6.04 Assignment of Capital Account

Except as otherwise required by the Code or Treasury Regulations, if any Interest is assigned or treated as having been assigned under this Agreement, the Assignee will be treated as having made all of the Capital Contributions and as having received all of the distributions of the Assignor. The

Assignee will succeed to the Capital Account of the Assignor to the extent that it relates to the assigned Interest.

ARTICLE SEVEN ALLOCATIONS

Section 7.01 Allocating Net Profits and Losses

After making the allocations set forth in Section 7.02, net profits and net losses for any Taxable Year will be allocated to the Members in proportion to their Interests.

Section 7.02 Special and Regulatory Allocations

The Company shall make the following special and regulatory allocations.

(a) Losses

No losses will be allocated to a Member under Section 7.01 that would cause the Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. Any losses not allocated to a Member due to this limitation must be specially allocated to the Members with positive Capital Account balances in proportion to their respective Capital Account balances until all such Capital Account balances have been reduced to zero, and any remainder will be allocated to the Members in proportion to their respective Interests.

(b) Allocations Related to Contributed Property

For any property contributed to the capital of the Company, the Company shall allocate income, gain, loss, and deductions among the Members under Code Section 704(c) to account for any variation between the adjusted basis of the property to the Company for federal income tax purposes and its Fair Market Value on the date of the Capital Contribution. If the Company adjusts the Fair Market Value of any Company asset, then in making subsequent allocations of income, gain, loss, and deductions regarding that asset, the Company shall account for any variation between the adjusted basis of the asset for federal income tax purposes and the asset's Fair Market Value in the same manner provided under Code Section 704(c).

(c) Member Non-Recourse Deduction Allocations

The Company shall allocate all Member Non-Recourse Deductions for each Taxable Year to the Member or Members who bear the economic risk of loss regarding the Member Non-Recourse Debt to which any Member Non-Recourse Deductions are attributable. The ratio reflects the Member's economic risk of loss and complies with Treasury Regulation Section 1.704-2(i)(1).

(d) Company Minimum-Gain Chargeback

If the Company Minimum Gain has a net decrease during any Company Taxable Year, the Company shall allocate items of Company income and gain for the year (and, if necessary, for any subsequent years) in proportion to the respective amounts required to be allocated to each Member under Treasury Regulation Section 1.704-2(f) and (g). This provision is intended to comply with the minimum-gain chargeback requirement of Treasury Regulation Section 1.704-2.

To the extent permitted by Treasury Regulation Section 1.704-2 and for purposes of this provision only, the Company shall determine any deficit in each Member's Capital Account

before any other allocations under this Article with regard to the Taxable Year and without regard to any net decrease in Member Minimum Gain during the Taxable Year.

(e) Member Minimum-Gain Chargeback

If the Member Minimum Gain has a net decrease attributable to Member Non-Recourse Debt during a Taxable Year after the Company computes and accounts for Company Minimum-Gain Chargeback above, the Company shall allocate items of income and gain for that year (and, if necessary, for any subsequent years) to any Member who has a share of the Member Minimum Gain attributable to that Member's Non-Recourse Debt at the beginning of the year. The amount and proportions of the allocations must satisfy Treasury Regulation Section 1.704-2(i).

(f) Qualified Income Offset

If any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), the Company shall allocate items of Company income and gain to the Member to eliminate any deficit in the affected Members' Capital Accounts to the extent required by Treasury Regulations as quickly as possible. The Company shall make an allocation under this provision only to the extent that an affected Member would have a remaining Capital Account deficit after all other allocations under this Article have been computed.

This provision is intended to comply with the qualified income offset requirement of Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(3).

(g) Gross Income Allocation to Restore Capital Account Deficit

If any Member has a Capital Account deficit at the end of any Company Taxable Year that exceeds the sum of the amount the Member is obligated to restore under this Agreement and the amount the Member is obligated to restore under the Treasury Regulations, then the Company shall allocate items of Company income and gain in the amount of the excess as quickly as is practicable. The Company shall make an allocation under this provision only to the extent that an affected Member would have a remaining Capital Account deficit after all other allocations under this Article have been computed.

(h) Allocation from Disposition of Property Not Revalued

If properties of the Company are not revalued under Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and the Capital Accounts of the Members are not adjusted accordingly upon the admission of a Member or the liquidation of Interest, the Company shall allocate gain or loss recognized upon the sale or other disposition of Company property among the Members. This allocation must take into account the variation between the adjusted basis of the property and the property's Fair Market Value on the date the Member was admitted or the Interest was liquidated, as the case may be, under Code Section 704(c).

(i) Allocation Related to Adjustments in Tax Basis

If Code Section 734(b) or 743(b) requires an adjustment to the adjusted tax basis of any Company asset, Treasury Regulation Section 1.704-1(b)(2)(iv)(m) must be taken into account in determining the Capital Accounts. The amount of the adjustment to the Capital Accounts must be treated as an item of gain (if the adjustment increases the asset's basis) or loss (if the adjustment decreases the asset's basis). The Company shall allocate this gain or loss to the Members consistent with Treasury Regulation Section 1.704-1.

(j) Allocation Related to Capital-Event Adjustments

If the gross Book Value of any asset of the Company is increased or decreased for special events, the Company shall allocate gain or loss as required for Capital Account purposes. The Company shall take into account any difference between the asset's adjusted basis for federal income tax purposes and the asset's gross Book Value for any later allocations of income, gain, loss, or deductions regarding any adjusted asset.

(k) Allocation Consistent with Distributions

The Company shall allocate net profits and net losses in a manner consistent with:

- the requirements for distributions of cash described elsewhere in this Agreement;
- the requirements for distribution of assets upon its dissolution and winding up in accordance with Capital Account balances as specified in the procedures described below; and
- the requirements of applicable Regulations under Code Section 704(b).

(l) Allocations to Comply with Regulations and Intentions of Members

The allocations of net income, gains, net losses, and deductions set forth in this Agreement are intended to comply with Treasury Regulation Section 1.704-1(b), Treasury Regulation Section 1.704-1(b)(4)(iv), and Treasury Regulation Section 1.704-2, and are intended to have *substantial economic effect* within the meaning of those Regulations.

The allocations could be inconsistent with the Members' intentions. Accordingly, the Members are authorized to allocate net profits, net losses, and other economic items among the Members to prevent the allocations from distorting the manner in which distributions are intended to be divided among the Members under this Article. In general, the Members anticipate that these allocations will be accomplished by specially allocating other net profits, net losses, and items of income, gain, loss, and deductions among the Members so that the net amount of the allocations and any special allocations to the Member is zero. If, for any reason, the Members determine that the allocation provisions of this Agreement are unlikely to be recognized for federal income tax purposes, the Members may amend this Agreement's allocation provisions to the minimum extent necessary to give effect to the plan of allocations and distributions in this Agreement.

Section 7.03 Determining Net Profits and Net Losses

For purposes of this Article, the terms *net profits* and *net losses* mean the amount of the Company's taxable income or loss for any year or period, determined under Code Section 703(a). All items of income, gain, loss, or deduction required to be stated separately under Section 703(a)(1) will be included in taxable income or loss.

Any items that are specially allocated under this Article will not be taken into account in computing net profits and net losses.

Section 7.04 Allocation of Gain and Loss on Liquidation

Upon liquidation of the Company, the Company shall allocate the Company's estimated net loss for the year and any loss realized by the Company on liquidation, including any book adjustment loss, and its estimated net gain for the year and any gain realized upon liquidation, including any book adjustment gain, under Article Six and Article Seven.

ARTICLE EIGHT DISTRIBUTIONS

Section 8.01 Distributions to Members

Subject to Section 8.02, the Members may determine the amounts and timing of distributions to the Members. Distributions will be made on a *pro rata* basis in accordance with the Members' Interests.

Section 8.02 No Unlawful Distributions

Despite any provision to the contrary in this Agreement, the Company must not make any distribution that would violate any contract or agreement to which the Company is then a party or any law, rule, regulation, order or directive of any Governmental Authority then applicable to the Company.

ARTICLE NINE COMPANY MANAGEMENT

Section 9.01 Management by Members

The Company is managed by the Members. The Members may take all actions necessary, useful, or appropriate for the ordinary management and conduct of the Company's business. The Members have the exclusive authority to manage the Company's operations and affairs, subject in all cases to Applicable Law.

Section 9.02 Member's Agency Authority

Each Member has the right and the authority to bind the Company in contracts and other dealings with Third Parties in the ordinary course of the Company's business that do not involve a matter or series of related matters that result in an aggregate financial commitment exceeding \$10,000.00. No Member has the right or authority to bind the Company with respect to any other matters without a vote of the Members in accordance with Article Eleven. Except with the vote of the other Members in accordance with Article Eleven, no Member may make any representation about the Company that is likely to have a material impact on the Company's business or reputation.

Section 9.03 Member's Fiduciary Duties

Each Member owes to the Company and the other Members the fiduciary duties of loyalty and care stated in Subsections (a) and (b).

(a) Duty of Loyalty

A Member's duty of loyalty includes the duties:

- to account to the Company and to hold as its trustee any property, profit, or benefit derived by the Member in the conduct or winding up of the Company's activities, from a use of the Company's property by the Member, or from the appropriation of a Company business opportunity and

- to refrain from dealing with the Company in the conduct or winding up of the Company's activities as or on behalf of a person having an interest adverse to the Company.

(b) Duty of Care

Subject to Section 15.01, a Member's duty of care in the conduct and winding up of the Company's activities is to refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.

A Member shall discharge the duties under this Agreement or under the Act and exercise any rights consistent with the contractual obligation of good faith and fair dealing. A Member does not violate a duty or obligation under this Agreement merely because the Member's conduct furthers the Member's own interest.

If this Agreement expressly relieves a Member of a responsibility that the Member would otherwise have and imposes the responsibility on one or more other Members, those Members are treated as the Member under this Section with respect to that responsibility.

**ARTICLE TEN
MEMBER RIGHTS AND OBLIGATIONS**

Section 10.01 Limited Liability of Members

Except as required by Applicable Law, a Member's status as a Member does not obligate the Member for any debt, obligation, or liability of the Company or of other Members whether arising in contract, tort, or otherwise.

Section 10.02 Power of Members

The Members have the power to exercise all rights or powers granted to Members under the express terms of this Agreement and the Act.

Section 10.03 Restrictions on Withdrawal or Dissociation Rights

A person will remain a Member as long as that person holds any Interest in the Company. As long as a Member continues to hold any Interest in the Company, the Member does not have the ability to withdraw, dissociate, or resign as a Member or receive a return of any Capital Contributions before the Company's dissolution and winding up under this Agreement and Applicable Law. A Member does not dissociate, withdraw, or otherwise cease to be a Member because of the Member's bankruptcy or because of any event specified in the Act.

Section 10.04 Company Continues after a Member's Death

A Member's death will not cause the Company to dissolve. If a Member dies, the remaining Member or Members will continue the Company and its business.

Section 10.05 No Partition Rights

Title to the Company's assets is vested solely in the Company and not owned by any Member. Each Member, individually and on behalf of the Member's successors and assigns, expressly waives any right to have any Company property partitioned.

Section 10.06 Member Expulsion

The Company may not expel a Member under any circumstances.

ARTICLE ELEVEN MEMBER VOTING AND VOTING RIGHTS

Section 11.01 Member Meetings

The Members may designate when and where they meet. Meetings of the Members are not required. For any meeting of the Members, a quorum requires the presence of Members holding at least two-thirds of the Interests entitled to vote at the meeting. Any time the Members are conducting business at a meeting of the Members, a quorum of the Members must be present.

Section 11.02 Voting Rights

Each Member has the right to vote the holder's proportionate Interest in the Company regarding all matters that all Members have a right to vote under this Agreement or by Applicable Law.

Example: A Member that holds 35.5% of all of the Interests entitled to vote on a matter will have 35.5 votes out of 100 votes that may be cast on that matter.

Unless provided otherwise by this Agreement or Applicable Law, any action of the Members requires a Majority Vote of the Members in favor of the action.

Section 11.03 Acts Requiring Unanimous Approval

The consent of all the Members is required to do any of the following:

- to confess a judgment against the Company;
- to change the tax classification of the Company to a corporation;
- during any period when the Company does not have a Company Representative, to extend the statute of limitations for assessing tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local, or foreign tax returns;
- to file or consent to filing a petition for or against the Company under any federal or state bankruptcy, insolvency, or reorganization act;
- to sell substantially all of the property in liquidation or to dissolve and liquidate the Company;
- to cease the Company's business before the Company's actual termination or to act in any way that would make it impossible to carry on the Company's business;
- to admit any substitute or Additional Members into the Company in accordance with Section 13.07;
- to permit the Company's funds to be commingled with the funds of any other person;
- to amend this Agreement;
- to change or reorganize the Company into any other legal form;
- to redeem, liquidate, purchase, or otherwise acquire the Interest of any Member;
- to return any Member's Capital Contribution; or
- to register any interest in this Company for an offering under any federal or state securities law.

Section 11.04 Action by Written Consent

Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is taken by all the Members entitled to vote on the action.

Section 11.05 Presence

Any Member may participate in any meeting using any means of communication by which all Members participating may simultaneously hear each other during the meeting. Any Member participating in this way is considered present in person at the meeting.

ARTICLE TWELVE BOOKS, RECORDS, AND BANK ACCOUNTS

Section 12.01 Books and Records

The Company shall keep books of account regarding the operation of the Company at the principal office of the Company or at any other place the Company determines.

Section 12.02 Accounting and Taxable Year

The Company shall keep books of account consistent with any method authorized or required by the Code and as determined by the Members. The Company shall close and balance the books at the end of each Taxable Year. The Members may choose any period authorized or required by the Code for the Company's Taxable Year.

Section 12.03 Reports

Within a reasonable time after each Taxable Year ends, the Company shall provide the information required to prepare and file individual tax returns to all Members. The Company shall prepare these financial statements at the Company's expense.

Section 12.04 Member Inspection Rights

Upon reasonable notice from each Member, the Company shall—and shall cause its officers, and employees to—provide reasonable access to each Member to Company Information during normal business hours. *Company Information* is the information accessible to the Member by exercising the inspection right to examine and make copies of the corporate, financial, and similar records, reports, and documents of the Company, including all books and records, minutes of proceedings, internal management documents, operations reports, reports of adverse developments, management correspondence, and communications with the Member.

ARTICLE THIRTEEN TRANSFER OF INTERESTS

Section 13.01 Transferability of Interests

No Member may transfer any Interest either voluntarily or involuntarily by any means without the unanimous written consent of the Members. The Members may transfer any Interest without the unanimous written consent of the Members if the transfer is:

permitted under Section 13.02 and
as otherwise provided in this Article.

The Members are not required to consent to any attempted transfer and will not be subject to any liability for withholding consent. The transferee of a voluntary transfer of Interest permitted by this Section will be admitted as an Additional Member only in compliance with Section 13.07.

Any attempted transfer of an Interest or the admission of an Additional Member in violation of this Section and Section 13.07 is null and void *ab initio*.

Section 13.02 Permitted Transfers

Despite the transfer restrictions in Section 13.01, a Member may transfer an Interest without the unanimous written consent of the Members if:

- the transferee is the transferring Member's Immediate Family or
- the transferee is a revocable or irrevocable trust for the sole benefit of the transferor during his or her life or transferor's Immediate Family.

A transfer to a transferee otherwise permitted by this Section will only be permitted if:

- the transfer does not result in any event of default as to any secured or unsecured obligation of the Company;
- the transfer does not cause a reassessment of any real property owned by the Company; and
- the transfer does not cause any adverse material impact to the Company.

A transfer to a revocable or irrevocable trust for the sole benefit of the transferor's Immediate Family or their descendants will be considered a transfer to Immediate Family for purposes of this Section if the trustee and any successor trustees of the trust are also Immediate Family. For a trust to be considered a Permissible Transferee, the trustee must be specifically and irrevocably prohibited from gifting, selling, or distributing the Interest held by the trust to a person other than Immediate Family.

Section 13.03 Effect of Permitted Transfer

As a condition to the effectiveness of any Permitted Transfer under Section 13.02, the transferee will execute an acknowledgment of and consent to these provisions. If any event requiring or permitting the purchase of the transferring Member's Interests under this Agreement occurs, the transferee is required or permitted, as the case may be, to sell and transfer the Interests as provided in this Agreement in the same manner and to the same extent as the original Member. All references in this Agreement to Interests or to the amount of Interests held or owned by any Member include Interests owned by any transferee of the transferring Member.

The Permitted Transferee of a transfer of Interest permitted by Section 13.02 will be admitted as an Additional Member only in compliance with Section 13.07. As a condition of admission as Additional Member, the Company may require the transferee to sign a Member Joinder or otherwise accept this Agreement in writing.

Section 13.04 Securities Restriction

Despite the foregoing or anything else in this Agreement, the Company may not approve—and each Member agrees that it will not directly or indirectly make—any transfer or addition of an Additional Member except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws. The Company may condition a transfer of Interest on receipt of an opinion of counsel in form and substance satisfactory to the Company to the effect that the transfer may be made without registration under the Securities Act.

Section 13.05 Transferee Treated as an Assignee until Admitted as an Additional Member

The transferee of an Interest will hold the interest only as an Assignee until the transferee satisfies all the requirements of Section 13.07 to become an Additional Member. As an Assignee, the transferee will have only those rights in Section 13.06.

Section 13.06 Assignee's Rights, Limitations, and Obligations

An Assignee may receive distributions from the Company to the same extent that the transferring Member would receive distributions under this Agreement, but otherwise has substantially fewer rights than a Member. An Assignee only holds a right to receive economic benefits when actually distributed by the Company in respect to the assigned Interest.

Regardless of whether an Assignee is admitted as a Member, an Assignee is subject to all of the obligations of a Member.

Section 13.07 Requirements to Become an Additional Member

An Assignee or other prospective Additional Member will not become an Additional Member and will not have any rights as a Member without the unanimous written consent of all Members. The prospective Additional Member must sign all agreements and instruments requested by the Company. Any attempt to admit a Member that violates this Article will be null and void *ab initio*.

Section 13.08 Special Purchase Option

Tonya A. Haddock and Josh Lipsky (together, *Purchasing Members*) shall have the option to purchase, and Oracle Consulting Services, LLC (*Selling Member*) shall have the option to cause the Purchasing Members to purchase (either such option, a *Special Purchase Option*), the Interest of the Selling Member, at any time after the Transition Date. The purchase price for such Interest shall be \$1 (*Purchase Price*). The Purchasing Members or the Selling Member may exercise such option by providing not less than 30 days prior written notice to the other of its intent to exercise the option, and the Purchase Price shall be paid and the Interest transferred within such 30-day period. All legal expenses incurred for the documentation or amendment to any Company agreements relating to or arising out of the purchase of the Interest of the Selling Member under this Section 13.08 shall be paid by the Company.

ARTICLE FOURTEEN DISSOLUTION AND LIQUIDATION

Section 14.01 Dissolution Events

The Company may only be dissolved by the Members, subject to any special vote required by the Operating Agreement or by a court. In any event, the Company will be dissolved on December 31, 2075. After Dissolution, the Company may only conduct activities necessary to wind up its affairs.

Section 14.02 Liquidation

After dissolution, the Company will pay outstanding debts, set up any reserves required for anticipated future expenses, and distribute any remaining assets to the Members in proportion to their positive Capital Account balances.

Section 14.03 Company Property Sole Source

Company property is the sole source for the payment of any debts or liabilities owed by the Company. Any return of Capital Contributions or liquidation amounts to the Members will be satisfied only to the extent that the Company has adequate assets. If the Company does not have adequate assets to return the Capital Contributions, the Members will not have any recourse against the Company or any other Members, except to the extent that other Members may have outstanding debts or obligations owing to the Company.

ARTICLE FIFTEEN EXCULPATION AND INDEMNIFICATION

Section 15.01 Exculpation of Protected Persons

No Protected Person is liable to the Company or any other Protected Person for any loss, damage, or claim incurred because of any action taken or not taken by the Protected Person in good-faith reliance on the provisions of this Agreement.

Section 15.02 Indemnification of Protected Persons

The Company shall indemnify, hold harmless, defend, pay, and reimburse any Protected Person against all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in their investigation or defense, that arise in connection with any actual or alleged act, omission, or forbearance performed or omitted on behalf of the Company or any Member in connection with the Company's business.

Section 15.03 Unprotected Acts

The exculpation and indemnification provisions of this Article are only effective if the action or omission is not an Unprotected Act and do not protect any Member from a court order to purchase the Interest of another Member who successfully contends that the Member committed actionable, oppressive acts against the other Member.

Section 15.04 Other Rights

The exculpation and indemnification provisions of this Article are not exclusive of any other rights to which a Protected Person may be entitled under any other instrument or by reason of any other action or otherwise.

ARTICLE SIXTEEN GENERAL MATTERS

Section 16.01 Expenses

Except as otherwise expressly provided in this Agreement, the Company must pay all expenses (including fees and disbursements of counsel, financial advisors, and accountants) incurred in preparing and executing this Agreement, making any amendment or waiver to it, and completing the transactions contemplated by it.

Section 16.02 Binding Effect

Subject to the restrictions on transfer in this Agreement, this Agreement binds and inures to the benefit of the Members and to their respective successors, personal representatives, heirs, and assigns.

Section 16.03 Further Assurances

In connection with this Agreement and the transactions contemplated by it, the Company and each Member agree to provide further assurances if requested by the Company or any other Member. These further assurances include signing and delivering any additional documents, instruments, conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

Section 16.04 No Waiver

Any Member's failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of that Member's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

Section 16.05 Governing Law

This Agreement is governed, construed, and administered according to the laws of South Carolina, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of South Carolina or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of South Carolina.

Section 16.06 Attorneys' Fees

If any party to this Agreement institutes any legal cause of action—including arbitration—against another party arising out of or relating to this Agreement, the prevailing party will be entitled to the costs incurred in conducting the cause of action, including reasonable attorneys' fees and expenses and court costs.

Section 16.07 Remedies Cumulative

Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise.

Section 16.08 Notices

All notices provided for in this Agreement must be in writing, duly signed by the party giving the notice, and must be delivered, telecopied, or mailed by registered or certified mail, as follows:

- if given to the Company, to the Company's principal place of business; or
- if given to any Member, to the Member's address as reflected in the Company's books or at any other address the Member may later designate in writing.

Section 16.09 Severability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction

determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

Section 16.10 Entire Agreement

This Agreement, together with the Articles of Organization, and all related Exhibits, Schedules, and other agreements specifically referred to in this Agreement, constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

Section 16.11 Amendments

No provision of this Agreement may be amended or modified except by a written instrument executed by the Members. Despite the foregoing, amendments to the Schedule of Members after any new issuance, redemption, repurchase, or transfer of Interest in accordance with this Agreement may be made by the Company without the consent of or execution by the Members.

Section 16.12 Multiple Originals; Validity of Copies

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. Any person may rely on a copy of this Agreement that any Member certifies to be a true copy to the same effect as if it were an original.

Section 16.13 Determination of Fair Market Value

The *Fair Market Value* of any asset is the purchase price that a willing buyer having reasonable knowledge of relevant facts would pay a willing seller for that asset in an arm's length transaction on any date, without time constraints and without being under any compulsion to buy or sell. Fair Market Value is a good-faith determination made by the Company based on factors the Company, in its reasonable business judgment, considers relevant.

{Signatures appear on following page}

Signed:

MEMBERS:

Tonya A. Haddock

Tonya A. Haddock

Josh Lipsky

Josh Lipsky

Oracle Consulting Services, LLC

By: *Caryn Winter*

Name: Caryn Winter

Its: Manager

SCHEDULE A
SCHEDULE OF MEMBERS

Member	Capital Contribution	Ownership
Tonya A. Haddock	Continuing Interest	33.3% Interest
Josh Lipsky	Continuing Interest	33.4% Interest
Oracle Consulting Services, LLC	Transferred Interest	33.3% Interest