

LIMITED LIABILITY COMPANY AGREEMENT
OF

OAHS MANNING TC LLC

A Delaware Limited Liability Company

LIMITED LIABILITY COMPANY AGREEMENT (the “Agreement”) of OAHS MANNING TC LLC, a Delaware limited liability company (the “Company”) dated as of April 29, 2026 (the “Effective Date”), by OAHS MANNING MM LLC, a Delaware limited liability company, as the sole member of the Company (the “Sole Member”).

RECITALS:

WHEREAS, the Company was formed by the filing of its Certificate of Formation with the Secretary of State of the State of Delaware on the Effective Date, pursuant to the Limited Liability Company Act of the State of Delaware (the “Act”); and

WHEREAS, the Sole Member, as the sole member of the Company, wishes to enter into this Agreement in order to state the terms and conditions of the business, operation and management of the Company.

NOW, THEREFORE, in consideration of the mutual promises made herein, the Sole Member agrees as follows:

1. Formation. The Company has been formed under and pursuant to the Act to be conducted under the name “OAHS MANNING TC LLC.” The business office of the Company shall be located at 980 Sylvan Avenue, Englewood Cliffs, New Jersey 07632, or at such other place or places as the Sole Member may from time to time designate.

2. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o National Registered Agents, Inc., 1209 Orange Street, Wilmington, DE 19801.

3. Purposes. The purposes for which the Company has been formed are: (a) to purchase, own, operate, finance, improve, develop, maintain, lease, manage, sell, dispose of or otherwise deal with, certain real property located at 214 Alfred Henry Drive, Manning, South Carolina 29102 (the “Property”), or interests therein; (b) to negotiate, execute, enter into and perform any and all contracts and agreements necessary to, in connection with or incidental to the business of the Company and/or the Property; (c) to do any and all things necessary, convenient, or incidental to the forgoing purposes, including the borrowing of funds and granting of collateral security for such borrowing; and (d) to transact any and all lawful business for which a limited liability company may be organized under the Act.

4. Term. The term of the Company began as of the date of the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, and will continue unless the Company is sooner dissolved by law or on such date as the Sole Member shall determine.

5. Sole Member. The Sole Member shall be the sole member of the Company.

6. Management of the Company; Powers. The business and affairs of the Company shall be managed by the Sole Member. The Sole Member shall have the sole and exclusive authority, on behalf of the Company, to take any action of any kind not inconsistent with the provisions of this Agreement and the Act, and to do anything and everything it deems necessary or appropriate, in its sole discretion, to carry on the business and purposes of the Company. The Sole Member is, to the extent of its rights and powers set forth in this Agreement and the Act, an agent of the Company for the purpose of the Company's business, and the actions of the Sole Member taken in accordance with such rights and powers shall bind the Company.

7. Officers and Authorized Signatories. The Sole Member may, at any time, but need not, appoint persons as officers or authorized signatories of the Company with such powers, duties and responsibilities as the Sole Member may designate. At any time and in its sole discretion, the Sole Member may remove any officer or authorized signatory from his or her position, effective immediately upon such officer's receipt of notice to such effect.

8. Dissolution. The Company shall be dissolved and its affairs shall be wound up in accordance with the Act upon the earlier to occur of: (a) the written action taken by the Sole Member or any manager of the Company; or (b) any event or action causing dissolution of the Company as specified in the Act.

9. Initial Capital Contribution. As its initial capital contribution to the Company, the Sole Member is contributing simultaneously herewith cash in the aggregate amount of \$100.00.

10. Additional Contributions. The Sole Member shall not have any obligation to make additional capital contributions to the Company. Any additional capital contributions to the Company shall be made by the Sole Member on a voluntary basis.

11. Tax Matters. The Sole Member acknowledges that it is intended that the Company be treated as a disregarded entity for U.S. federal income tax purposes and, to the extent allowed, for state and local income tax purposes, and all of the assets of the Company shall be treated as held directly by the Sole Member.

12. Distributions. Distributions shall be made to the Sole Member at the times and in the aggregate amounts as determined by the Sole Member or any manager of the Company.

13. Limited Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and the Sole Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or manager, as applicable, of the Company.

14. General Exculpation.

(a) Neither the Sole Member nor any of its employees, representatives, agents or affiliates, nor any officer, director, employee, representative, agent or authorized signatory of the Company (collectively, the "Indemnified Persons") shall, to the fullest extent permitted by law, be liable to the Company or any other person that is a party to or is otherwise

bound by this Agreement, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Agreement, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person's fraud, gross negligence or willful misconduct.

(b) Notwithstanding anything to the contrary contained in this Agreement, to the fullest extent permitted by law, the Company shall indemnify and hold harmless each Indemnified Person from and against any liability, loss or damage incurred by any Indemnified Person by reason of any act performed or omitted to be performed by an Indemnified Person in connection with the Company business, including costs and attorneys' fees, and any amounts expended in the settlement of any claims of liability, loss or damage, unless the loss, liability or damage was caused by the fraud, gross negligence or willful misconduct of such Indemnified Person. Indemnification shall be made out of the assets or revenues of the Company without requiring additional capital contributions.

15. Benefits of Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or of the Sole Member or any manager of the Company.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to conflicts of law principles of such State.

17. Amendments. This Agreement may be amended only by written instrument executed by the Sole Member.

18. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when combined, shall constitute one fully-executed Agreement. A facsimile, .pdf and/or electronic copy of a signed original counterpart of this Agreement shall be deemed sufficient to bind the parties and shall be deemed an original for all purposes.

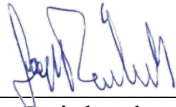
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the Effective Date.

SOLE MEMBER:

OAHS MANNING MM LLC,
a Delaware limited liability company

By: **OAHS Midwest Manager LLC,**
a Delaware limited liability company,
its manager

By: 
Name: Jay Reinhard
Title: Manager