

# **LIMITED LIABILITY COMPANY AGREEMENT**

## **OF**

### **HIGH PEAKS HOLDINGS LLC**

This Limited Liability Company Agreement (this “Agreement”) is dated as of February 1, 2021, Connor Larr (the “Member”), as the sole member of the Company (as hereinafter defined).

In order to form a limited liability company under the laws of the State of Delaware under the name of High Peaks Holdings LLC (the “Company”), the Member states the following:

#### **ARTICLE ONE**

##### **Organization**

1.1 The Member hereby forms a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C Section 18-101, et seq., as amended from time to time (the “Delaware Act”). The rights and liabilities of the Member shall be as provided in said Delaware Act, except as herein otherwise expressly provided.

1.2 The name of the Company shall be High Peaks Holdings LLC.

1.3 The Company shall maintain a registered office at Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The Company shall maintain its principal office at 324 St. Mark’s Avenue, Apt 2E, Brooklyn, NY 11238. The Member shall have the right to change such registered office or principal office at any time or from time to time.

1.4 The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, the acquisition and ownership of equity interests in real estate development projects and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing. In furtherance of the foregoing, the Company is hereby authorized to form under the laws of the State of Delaware.

1.5 The Member shall promptly cause a Certificate of Formation of the Company to be filed with the Secretary of State of Delaware. Connor Larr is hereby authorized to sign such Certificate of Formation and any amendment thereto, and any foreign qualification application on behalf of the Company and its Member.

**ARTICLE TWO**  
**Members and Capital**

2.1 The Member shall contribute a total of \$100.00 of cash to the capital of the Company.

**ARTICLE THREE**  
**Rights and Duties of the Members**

3.1 The Member is hereby vested with the full, exclusive and complete right, power and discretion to operate, manage and control the affairs of the Company and to make all decisions affecting the Company affairs. The Member shall have the right to admit additional members to the Company and to designate one or more persons as officers of the Company to carry out powers of the members to the fullest extent permitted by law.

3.2 The Member shall designate from time to time one or more persons as officers of the Company. The following persons are the initial officers hereby designated by the Member and shall hold the offices listed next to their respective names:

Connor Larr

President

3.3 The officers shall be responsible for the day-to-day administration of the business of the Company, subject to the control and direction of the Member, and shall have the responsibility and authority to implement the policies and decisions of the Member.

**ARTICLE FOUR**  
**Term**

The term of the Company shall commence on the date of this Agreement and shall continue in perpetual existence, unless the Company is previously dissolved in accordance with the Delaware Act or at the election of the Member.

**ARTICLE FIVE**  
**Books, Records, Bank Accounts and Tax Returns**

The Member shall keep, or cause to be kept, complete and accurate books of account and records with respect to the Company's business. The Member and its duly authorized representatives shall have the right to examine the Company books, records and documents during normal business hours. The Company's books of account shall be kept using the method of accounting determined by the Member. The Company's independent auditor, if any, shall be an independent public accounting firm selected by the Member. The bank accounts of the Company shall be maintained in such banking institutions as the Member shall determine. The Company shall cause to be prepared, and

timely filed, all federal, state and local income tax returns or other returns or statements required by applicable law.

**ARTICLE SIX**  
**Miscellaneous**

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the undersigned has executed this Agreement as of the date first above written.

**SOLE MEMBER:**

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line.

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Connor Larr, sole member