

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

OF

SPERRYSHIRE 2 LLC**

This Amended and Restated Limited Liability Company Agreement (this “Agreement”) is dated as of January 9, 2025, and is executed by William Licko (the “Member”), as the sole member of the Company (as hereinafter defined).

A. The Company was formed as a limited liability company under the laws of the State of Colorado, as may be amended from time to time (the “Colorado Act”) by filing a Statement of Conversion with the Office of the Secretary of State of the State of Delaware on January 9, 2025.

B. The Member executed a Limited Liability Company Agreement of the Company dated as of December 23, 2021, to provide for the operation and management of the Company (the “Original Agreement”).

C. The Member is entering into this Amended and Restated Limited Liability Company Agreement to amend and restate the Original Agreement in its entirety.

In consideration of the foregoing, the Member and the Company agree as follows:

**ARTICLE ONE
Organization**

1.1 The Member has formed a limited liability company pursuant to the provisions of the Colorado Act. The rights and liabilities of the Member shall be as provided in said Colorado Act, except as herein otherwise expressly provided.

1.2 The name of the Company is Sperryshire 2 LLC.

1.3 The Company shall maintain a registered office at 3092 S Fillmore Way, Denver, CO 80210. The Company shall maintain its principal office at 3092 S Fillmore Way, Denver, CO 80210. 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 Colorado.

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:

William Licko 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 Colorado 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 Colorado.

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

SOLE MEMBER:



William Licko, sole member