

THIS AGREEMENT IS SUBJECT TO
ARBITRATION PURSUANT TO THE
SOUTH CAROLINA UNIFORM ARBITRATION ACT

OPERATING AGREEMENT
of
LIVE OAK STILLWATER RIDGE, LLC
a South Carolina limited liability company

This Operating Agreement (this "Agreement") of **Live Oak Stillwater Ridge, LLC**, a South Carolina limited liability company (the "Company"), is executed as of the 10th day of June, 2025, by and among the persons listed as Members in Exhibit A attached hereto (individually referred to as a "Member" and collectively as the "Members").

Preliminary Statement

The Company was formed on June 10, 2025. The Members of the Company desire to enter into this Agreement to govern the conduct of the business and affairs of the Company and to set forth the understanding of the parties regarding the matters addressed herein. To the extent not otherwise addressed in this Agreement, the terms and conditions of the South Carolina Uniform Limited Liability Company Act of 1996, as amended (the "Act") shall be deemed to govern relations among the Members and the Company. This Agreement amends, restates and replaces in its entirety any prior oral or written operating agreement of the Company, if any, which is rendered hereafter null and void.

1. **Members.** The names and addresses of the Members are as reflected on Exhibit A attached hereto. For all purposes, the Members shall be deemed admitted as Members of the Company as of the date hereof. Additional members of the Company and/or Substitute Members (as defined hereinbelow) may only be admitted upon completion of the following: (i) the written unanimous consent of the Members of the Company as set forth in Section 5, and (ii) the execution by each of the Members and the Company of a written amendment to this Agreement to reflect the relative rights and preferences of the Members and their respective Membership Interests (as defined hereinbelow). Any attempted admission of a Member not in compliance with this Section shall be null, void, and without effect.

2. **Management By Members.** All decisions concerning the business affairs of the Company shall be made by the Members. All Members shall be entitled to vote on any matter submitted to a vote of the Members.

3. **Majority Vote of Members.** Except as set forth herein, all actions of the Company require the consent or approval of a majority of the Members. Whenever any matter is required or allowed to be approved by a majority of the Members, such matter shall be considered approved or consented to upon the receipt of the written affirmative approval or written consent of more than fifty percent (50%) of the aggregate Sharing Ratios (as defined

hereinbelow in Section 8) of Members entitled to vote on a particular matter (a “Majority of Members”). All decisions related to the management and operation of the Company and its assets shall be made by a Majority of Members vote except for those decisions and actions specifically identified in Section 5 below requiring unanimous consent of the Members. Assignees shall not be considered Members entitled to vote for the purpose of determining a Majority of the Members unless admitted as a substitute member entitled to all of the rights of membership (a “Substitute Member”).

4. Meetings of the Members.

4.1 Meetings. Meetings of the Members for any purpose or purposes may be called by any Member.

4.2 Place of Meetings. The Members may designate any place in Richland County, South Carolina as the place of meeting for any meeting of the Members.

4.3 Notice of Meetings of Members. If a meeting of Members is required by this Agreement or the Act, written or printed notice stating the place, day and hour of any Member meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than five (5) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Member calling the meeting, to each Member of record entitled to vote at such meeting, to the extent such requirement is not inconsistent with the Act. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the membership transfer records of the Company, with postage prepaid.

4.4 Actions Without a Meeting; Teleconference Meetings. Notwithstanding any provision contained in this Agreement, any act 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 a consent or consents in writing, setting forth the action so taken, is signed by all of the Members. Members may participate in any meeting of the Members by, or conduct any meeting of the Members through the use of, any means of communication by means of which all Members participating in the meeting may simultaneously hear one another during the meeting.

5. Actions Requiring Unanimous Consent of Members. Notwithstanding the foregoing, the following actions require the consent or approval of all the Members:

5.1 Any amendment to this Agreement;

5.2 Any amendment to the Articles of Organization (the “Articles”) of the Company, as amended;

5.3 Any admission of a new Member or Substitute Member of the Company except as specifically set forth in Section 11.1 below; or

5.4 Any act on behalf of the Company that contravenes this Agreement or the Articles of Organization, including without limitation any written provision thereof which expressly limits the purpose, business, or affairs of the Company or the conduct thereof.

6. **Term.** The Company is a term, member-managed limited liability company expiring on December 31, 2075.

7. **Initial Contributions and Capital Accounts.** Upon execution of this Agreement, each Member shall make the capital contribution ("Capital Contribution") described for that Member on Exhibit A on the terms specified on Exhibit A. The value of the Capital Contributions shall be as set forth on Exhibit A. Subject to the written consent of the Majority of the Members, an interest in the Company may be issued in exchange for anything of value including cash, property, services rendered, or a promissory note, other written obligations to contribute cash or property or to perform services (collectively with the Initial Capital Contribution and any subsequent capital contributions to the Company made by any one or more of the Members, the "Capital Contributions", and individually a "Capital Contribution"). No interest shall accrue on any Capital Contribution, and no Member shall have the right to withdraw or be repaid any Capital Contribution. Initially, each Member's capital account shall be equal to such Member's initial Capital Contribution. Each Member's capital account shall be adjusted in accordance with the applicable rules and regulations of the Internal Revenue Code of 1986, as amended (the "Code").

8. **Sharing Ratio.** For purposes hereof, the term "Sharing Ratio" shall mean with respect to any Member, a fraction (expressed as a percentage), the numerator of which is the total of the Member's Capital Account and the denominator is the total of the Capital Accounts of all Members and permitted assignees of Members. The initial Sharing Ratio for each Member shall be as set forth on Exhibit A.

9. **Allocations of Net Profits and Net Losses.** Except as may be required by Section 704(c) of the Code, net profits, net losses, and other items of income, gain, loss, deduction and credit shall be apportioned among the Members in accordance with their respective Sharing Ratio as defined in Section 8.

10. **Distributions.** The Company, upon the vote of a Majority of Members, may make distributions to the Members in accordance with their Sharing Ratios.

11. **Assignment/Pledge.** Membership Interests and transferability of Membership Interests in the Company are substantially restricted. For purposes hereof, "Membership Interests" shall mean the rights of a Member in the Company, or in the case of a permitted assignee or transferee of a Membership Interest who has not been admitted as a Substitute Member, the rights of the assigning Member in distributions and allocations of the profits, losses, gains, deductions, and credits of the Company. Neither record title nor beneficial ownership of a Membership Interest may be transferred or encumbered without the consent of all Members at the time of transfer. This Company is formed by a closely-held group who know and trust one another and who will have surrendered certain management rights (in exchange for limited liability) based upon their relationship and trust. Capital is also material to the business and

investment objectives of the Company and its federal tax status. An unauthorized transfer of a Membership Interest could create a substantial hardship to the Company, jeopardize its capital base, and adversely affect its tax structure. These restrictions upon ownership and transfer are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust and the Company's capital and its financial ability to continue.

11.1 Consent. A disposition of a Membership Interest in the Company may not be effected without the unanimous consent of the Members at the time of disposition. The foregoing notwithstanding, a Member shall be entitled to make gifts, bequests, sales or other voluntary transfers of his or her Membership Interest in the Company to his or her spouse, children, grandchildren and/or more remote issue, or to trusts for the benefit of such spouse, children, grandchildren and/or more remote issue. A transfer out of a trust or estate to any of the donees specified above shall also be permitted. The restrictions contained in this section shall apply to all current Members and future Members.

11.2 Application. Any person who receives a Membership Interest from a transaction permitted under this Section shall be subject to the restrictions of this Section. Any attempted disposition by a Member of a Membership Interest or right in or in respect of a Membership Interest in the Company other than in accordance with this Section shall be, and is hereby declared, null and void.

11.3 Rights of Assignee; Assignor Liability. An assignee who becomes a Member has, to the extent assigned, the rights and powers and is subject to the restrictions and liabilities of a Member under this Agreement and the Act. Unless otherwise provided by this Agreement, an assignee who becomes a Member also is liable for the obligations of the assignor to make contributions but is not obligated for liabilities unknown to the assignee at the time the assignee became a Member and which could not be ascertained from this Agreement. Whether or not an assignee of a Membership becomes a Member, the assignor is not released from the assignor's liability to this Company.

11.4 Pledge or Security Interest. No Member may pledge or grant a security interest, lien, or other encumbrance in or against any Membership Interest of a Member without the unanimous prior written consent of the Members, which consent may be withheld by any Member for any or no reason.

12. **Buyout of Disassociating Member.** The Company and the Members are hereby given an option to acquire the Membership Interest of a Member upon the occurrence of the events specified in this Section. The Company may exercise an option to purchase all or any portion of the Membership Interest subject to the option for the purchase price and on the terms provided herein. The Company's option shall be forfeited unless it is exercised within the Primary Option Period as set forth in Section 12.1. If the Company does not elect by a Majority of Members of the non-offering Members to purchase all of the Membership Interest subject to its option, or forfeits all or any portion of its option, then the non-offering Members shall have the option to purchase all but not less than all of the remaining Membership Interest that was subject to the Company's option. The non-offering Members shall have thirty (30) days after the expiration of the Primary Option Period provided to the Company in which to exercise their

option. The Company and the non-offering Members shall forfeit their options unless, in the aggregate, they exercise options to purchase all of the Membership Interest of the offering Member subject to options. Upon the occurrence of any triggering event (as set forth in Section 12.1 below), any non-offering Member shall only have the right to purchase that proportionate share of the Membership Interest subject to such purchase option as equals the proportion of Membership Interest then held by such exercising Member bears to the total Membership Interest held by all such exercising Members. If any non-offering Member shall fail to exercise the purchase option, then the other exercising Members may assume and exercise on their own behalf such purchase option on the same proportionate basis as provided in the preceding sentence.

12.1 Occurrences Triggering Purchase and Sale Rights.

(a) *Voluntary Transfer.* A Member may transfer all or part of his Membership Interest only upon compliance with the following provisions:

(1) Except as specifically provided in Section 11 relating to certain gifts to family members or to trusts for their benefit, if a Member intends to transfer his Membership Interest to any third party, the offering Member shall notify the Company and the non-offering Members in writing of his intention to so transfer, and the notice shall be deemed to be an offer to sell such Membership Interest to the Company or other Members for the Purchase Price and on the terms provided herein. The notice, in addition to stating the fact of the intention to transfer Membership Interest, shall state (i) the amount of Membership Interest to be transferred, (ii) the name and business and residence address of the proposed transferee, (iii) whether the transfer is for valuable consideration, and if so, the amount of the consideration, and (iv) all of the other terms of the transfer. The non-offering Members shall be given a reasonable opportunity to meet with the proposed transferee.

(2) The Company and the non-offering Members shall have the option to acquire the Membership Interest proposed to be transferred for the Purchase Price and on the terms provided herein. The Primary Option Period under such option shall be a period of sixty (60) consecutive days commencing on the date the Company receives actual notice from the offering Member of the notice required under subparagraph (a)(1), or the date an appraisal is received by the Company pursuant to this Agreement, whichever is later.

(3) For a period of ten (10) consecutive days after the expiration of the option granted under this subparagraph (a)(2), the Membership Interest may be transferred to the transferee named in the notice required under subparagraph (a)(1) on the terms stated therein.

(4) In the case of a voluntary transfer, the Purchase Price under Section 12.2 shall be the appraised fair market value as provided in Section 12.3. The Valuation Date shall be the last day of the month preceding the exercise of the purchase option. Notwithstanding the foregoing, if the price, if any, offered to the proposed transferee is less than the Purchase Price determined under Section 12.2, then the price so offered to the proposed transferee shall be the Purchase Price of the Membership Interest under this Agreement.

(b) *Involuntary Transfer.* If Membership Interest is transferred by operation of law to any person other than the Company (such as, but not limited to, a Member's trustee in bankruptcy, a purchaser at any creditor's or court sale, the guardian of an incompetent Member, or a Member's spouse or former spouse upon separation or divorce), or if a Member's Membership Interest is subjected to a "charging order" or other creditor's remedy by a court of competent jurisdiction, then the current owner or holder of such Membership Interest shall be deemed by operation of this Agreement to have offered to sell such Membership Interest for the Purchase Price set forth in Section 12.2 and on the terms provided herein, provided, however, the Membership Interest may be purchased from a third party for the same consideration paid by such third party in the case of an involuntary transfer contrary to this Section and Section 11 of this Agreement if such transfer was at a price less than the Purchase Price as set forth below. The Company and the non-offering Members shall have the option to acquire such transferred Membership Interest on the terms provided herein. The Primary Option Period under such option shall be a period of sixty (60) consecutive days commencing on the date the Company receives actual notice of such transfer, or the date an appraisal is received by the Company pursuant to this Agreement, whichever is later. The Valuation Date shall be the last day of the month preceding the exercise of the purchase option.

12.2 Purchase Price. Except as otherwise provided under Section 12.1, the Purchase Price shall be the appraised fair market value of the Membership Interest to be purchased as determined pursuant to Section 12.3 below. The Members acknowledge that in valuing the Membership Interest, the appraiser shall consider all factors appropriately considered in valuing similar membership interests in limited liability companies, including but not limited to, management and voting rights, marketability of units and limited or unlimited liability.

12.3 Appraisal Process. The offering Member and the remaining Members shall agree upon a qualified business appraiser who shall determine the fair market value of the Membership Interest with a written appraisal, and such appraisal shall be binding on each to set the Purchase Price under Section 12.2. If the Members cannot agree upon an appraiser, then the remaining Members and the offering Member shall each employ their own separate appraiser and the fair market value of the Membership Interest mutually determined by both appraisers shall control. In the event the original two (2) appraisers cannot agree, a third appraiser shall be appointed by the original two (2) appraisers and the three (3) appraisers shall agree upon the fair market value of the Membership Interest to be purchased, and if they do not agree, the average of the three (3) appraisals shall be deemed the fair market value of the Membership Interest to be purchased. The valuation date shall be the date designated as the Valuation Date under the paragraph of Section 12.1 which sets forth the Purchase Price. The expense of the appraisals shall be borne equally by the selling Member on the one hand and the Company and/or the remaining Members on the other.

12.4 Terms of Purchase. The Purchase Price shall be paid in cash at closing except that, at the option of the purchasing party or parties, twenty percent (20%) shall be paid in cash at closing with eighty percent (80%) of the Purchase Price deferred for five (5) years with twenty (20) quarterly payments of principal along with accrued interest at eight percent (8%), with the first payment beginning on the first day of the calendar quarter after the closing and additional payments due on the first day of each calendar quarter thereafter, until paid in full.

The deferred portion of the Purchase Price shall be evidenced by the promissory note of each purchasing party and shall be secured by the Membership Interest purchased.

12.5 Closing. Unless otherwise agreed by the parties, the closing of the sale and purchase of the Membership Interest of a Member under the terms of this Agreement (the "Closing") shall take place at the principal office of the Company. The Closing shall be held ninety (90) days after the exercise of the purchase option. Upon the Closing, the selling and purchasing parties shall execute and deliver to each other the various documents which shall be required to carry out their undertaking hereunder, including the payment of cash, the execution and delivery of notes, and the assignment and delivery of certificates representing ownership, if any.

12.6 Withdrawal Upon Permitted Transfer. Upon a sale or other transfer of a Member's Membership Interest as permitted under this Section, such selling or transferring Member shall be permitted to withdraw from the Company only upon the unanimous written consent of the Members, and the transferee may only be admitted to the Company as a substitute Member or new Member pursuant to Section 11.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina.

14. **Amendment or Modification of Agreement.** This Agreement may be amended or modified from time to time only by a written instrument executed by all the Members.

15. **Notices.** Any notice, request, approval, consent, demand or other communication shall be effective upon the first to occur of the following: (i) upon receipt by the Member to whom such notice, request, approval, consent, demand or other communication is being given; or (ii) three business days after being duly deposited in the United States mail, registered or certified, return receipt requested, and addressed as provided in Exhibit A. The parties hereto may change their respective addresses by notice in writing given to the other parties to this Agreement.

16. **Accounting; Tax Matters.**

16.1 Partnership Representative. The Members hereby appoint **Lila Anna Sauls** as the "partnership representative" as provided in Section 6223(a) of the Internal Revenue Code of 1986 (the "Code"), as amended by the Bipartisan Budget Act of 2015 (the "BBA") (the "Partnership Representative"). The Partnership Representative may resign at any time if there is another person or entity to act as the Partnership Representative. The Partnership Representative can be removed at any time by the Members. In the event of the resignation or removal of the Partnership Representative, the Members shall select a replacement Partnership Representative. If the resignation or removal of the Partnership Representative occurs prior to the effectiveness of the resignation or removal under applicable Treasury Regulations or other administrative guidance, the resignation or removal shall be effective upon the earliest date provided for in such Treasury Regulations or administrative guidance.

16.2 Tax Examinations and Audits. The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Partnership Representative shall have sole authority to act on behalf of the Company in any such examinations and any resulting administrative or judicial proceedings, and shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

16.3 Tax Elections and Deficiencies. The Partnership Representative, in its sole discretion, shall have the right to make on behalf of the Company any and all tax elections; provided that the Partnership Representative shall make an election under Code Section 754 if requested in writing by the Members. Except as otherwise provided herein, the Partnership Representative, in its sole discretion, shall have the right to make any and all elections and to take any actions that are available to be made or taken by the Partnership Representative or the Company under the BBA (including an election under Code Section 6226, as amended by the BBA), and the Members shall take such actions requested by the Partnership Representative. To the extent the Partnership Representative does not make an election under Code Section 6221(b) or Code Section 6226, each as amended by the BBA, the Company shall use commercially reasonable efforts to (i) make any modifications available under Code Section 6225(c)(3), (4), and (5), as amended by the BBA, and (ii) if requested by a Member, provide to the Member information allowing the Member to file an amended federal income tax return, as described in Code Section 6225(c)(2), as amended by the BBA, to the extent such amended return and payment of any related federal income taxes would reduce any taxes payable by the Company.

17. **Non State-Law Partnership.** The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and state tax purposes, and this Operating Agreement may not be construed to suggest otherwise.

18. **Severability.** If any provision, sentence, phrase or word of this Agreement or the application thereof to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision, sentence, phrase, or word to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby.

19. **Alternative Dispute Resolution.** If a dispute, controversy or claim (whether based upon contract, tort, statute, common law or otherwise) (collectively a "Dispute") arises from or relates directly or indirectly to the subject matter hereof, and if the Dispute cannot be settled through direct discussions, the parties shall first endeavor to resolve the Dispute by participating in a mediation administered by the American Arbitration Association (the "AAA") under its Commercial Mediation Rules before resorting to arbitration. Thereafter, any unresolved Dispute shall be settled by binding arbitration administered by the AAA in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator, after the review rights set forth below have been exhausted, may be entered in any court having jurisdiction. The arbitration proceedings shall be conducted in Darlington, South

Carolina on an expedited basis before a neutral arbitrator (or multiple arbitrators if called for by the Commercial Arbitration Rules.) Each arbitrator shall be an attorney with excellent academic and professional credentials, who (i) is a member of the Bar of the State of South Carolina, (ii) has been actively engaged in the practice of law for at least fifteen (15) years, and (iii) specializes in commercial transactions, with substantial experience in the subject matter of this Agreement. Any attorney who serves as an arbitrator shall be compensated at a rate equal to his or her current regular hourly billing rate. Upon the request of either party, the arbitrator's award shall include findings of fact and conclusions of law provided that such findings may be in summary form. Either party may seek review of the arbitrator's award before an arbitration review panel comprised of three (3) arbitrators qualified in the same manner as the initial arbitrator(s) (as set forth above) by submitting a written request to the AAA. The right of review shall be deemed waived unless requested in writing within ten (10) days of the receipt of the initial arbitrator's award. The arbitration review panel shall be entitled to review all findings of fact and conclusions of law in whatever manner it deems appropriate and may modify the award of the initial arbitrator(s) in its discretion. The prevailing party in any arbitration proceeding shall be entitled to an award of all reasonable out-of-pocket costs and expenses (including attorneys' and arbitrators' fees) related to the entire arbitration proceeding (including review if applicable). Upon request of either party, the arbitrator(s) may require that the subject arbitration proceedings be kept confidential and no party shall disclose or permit the disclosure of any information produced or disclosed in the arbitration proceedings until the award is final. A party shall not be prevented from seeking temporary injunctive relief before a court of competent jurisdiction in an emergency situation, but responsibility for resolution of the Dispute shall be appropriately transferred to the arbitrator(s) upon appointment in accordance with the provisions hereof.


20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE ATTACHED]

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement to be effective as of the date set forth above.

MEMBER:

LIVE OAK PLACE, LLC

A handwritten signature in cursive script, appearing to read "Lila", is written over a horizontal line.

By: Lila Anna Sauls, President

EXHIBIT A

Name and Address of Initial Members	Initial Capital Contribution	Initial Sharing Ratio
Live Oak Place, LLC	\$500.00	100%