

OPERATING AGREEMENT
of
ALPATA EARTH RENTALS LLC
A Florida Limited Liability Company

THIS OPERATING AGREEMENT of ALPATA EARTH RENTALS LLC (the “Company”) is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

ARTICLE 1

DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Act.

“Act” means the Florida Revised Limited Liability Company Act, as amended for time to time.

“Agreement” means this Operating Agreement of the Company, as may be amended from time to time.

“Articles” has the meaning set forth in Section 2.1.

“Capital Account” means, with respect to any Member, an account consisting of such Member’s Capital Contribution, (a) increased by such Member’s allocated share of income and gain, (b) decreased by such Member’s share of losses and deductions, (c) decreased by any distributions made by the Company to such Member, and (d) otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (a) cash and the fair market value of property other than cash and (b) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Company Agent” has the meaning set forth in Section 10.1.

“Damages” has the meaning set forth in Section 10.1.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Expenses” has the meaning set forth in Section 10.1.

“Major Decision” has the meaning set forth in Section 5.2.

“Manager” means each Person who has authority to manage the business and affairs of the Company pursuant to this Agreement; such Persons are listed on Exhibit B, as may be updated from time to time according to the terms of this Agreement. A Manager may be, but is not required to be, a Member.

“Member” means each Person who acquires a Membership Interest pursuant to this Agreement or as permitted under the Act. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including rights to distributions (liquidating or otherwise) and allocations of profits and losses, and the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Non-Voting Interest” has the meaning set forth in Section 8.3.

“Organizational Documents” has the meaning set forth in Section 11.3.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).

$$\text{Percentage Interest} = \frac{\text{MU}}{\text{TU}}$$

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Proceeding” has the meaning set forth in Section 10.1.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

“Voting Interest” means a Membership Interest that retains its rights as to the management of the Company, including any voting rights, with respect to such Membership Interest and is not a Non-Voting Interest.

ARTICLE 2

ORGANIZATIONAL MATTERS

2.1 **Formation.** The Company was formed upon the issuance of the Articles of Organization of the Company (the “Articles”) by the Department of State of the State of Florida. The Members and the Managers hereby ratify and adopt the acts and conduct of the Company’s organizer in connection with the filing of the Articles as acts and conduct by and on behalf of the Company. The organizational and other activities for which the organizer was responsible have been completed and the organizer is hereby relieved of any further duties and responsibilities in that regard; the organizer is hereby released and indemnified by the Company from any liability on account of its actions in connection with the formation of the Company.

2.2 **Statutory Authority.** The Company shall operate as a limited liability company in accordance with this Agreement and the Act. The rights and obligations of the Members and the Managers in relation to the Company and among themselves shall be determined in accordance with this Agreement and the Act. To the extent that anything contained in this Agreement conflicts with the Act, or modifies, supplements or otherwise affects any rights or obligations under the Act, this Agreement shall supersede the Act, except to the extent expressly restricted by the Act.

2.3 **Principal Office of the Company.** The principal office of the Company shall be located at such place within or outside the State as the Managers may from time to time designate. The Company may have secondary offices at such other place or places as the Managers may from time to time designate.

2.4 **Records to be Maintained.** The Managers shall at all times during the continuance of the Company keep at the Company’s principal office such records and information (i.e., books and records) as the Company is required to maintain pursuant to the Act, and as set forth in this Agreement.

2.5 **Registered Office and Registered Agent.** The Managers shall designate a registered office and a registered agent in accordance with the Act. The Managers have the right to change the Company’s registered office and/or registered agent from time to time in accordance with the Act. The Managers shall select and designate a registered office and registered agent for the Company in each other state in which the Company is required to maintain or appoint one.

2.6 **Purpose.** The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Florida.

2.7 **Duration of the Company.** The Company shall continue in perpetuity unless sooner dissolved in accordance with the other provisions of this Agreement.

ARTICLE 3

CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

3.1 **Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests shall be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

3.2 **Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed to by all the Members. If subsequent Capital Contributions are unanimously agreed to by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed to by the Members.

3.3 **Additional Members.**

(a) With the exception of a transfer of interest (i) governed by Section 8.2 of this Agreement or (ii) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on the terms set forth in Section 8.1 hereof.

(b) Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Managers deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

3.4 **Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

3.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

3.6 **Limited Liability; No Authority.** A Member shall not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume

any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

3.7 **Uncertificated Interests.** Unless the Managers decide otherwise, the interests of the Members in the Company shall not be certificated.

ARTICLE 4

ALLOCATIONS AND DISTRIBUTIONS

4.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

4.2 **Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Managers in accordance with the Act. No distribution may be made if, after the distribution, the Company would be insolvent.

ARTICLE 5

MANAGEMENT

5.1 **Generally.** The Company shall be a manager-managed company. Except as otherwise expressly provided in this Agreement or under the Act, all powers to control and manage the business and affairs of the Company shall be vested in the Managers. Each of the Managers may exercise all powers of the Company and do all such lawful acts and in so doing shall have the right and authority to take all actions that such Manager deems necessary, useful, or appropriate for the management and conduct of the business. The actions of any of the Managers taken in accordance with the provisions of this Agreement shall bind the Company. The Members initially nominate and elect the Person(s) set forth on Exhibit B to serve as the Manager(s) of the Company. The Members may elect or remove any of the Managers at any time, for any reason or no reason, by unanimous consent of the Members. If a Manager is removed under this Section 5.1, then the Members may designate a replacement Manager by unanimous consent of the Members. In such event, Exhibit B shall be amended to reflect any changes in Managers.

5.2 **Certain Decisions Requiring Greater Authorization.** Notwithstanding anything contained herein to the contrary, the following matters require unanimous written consent of the Members to constitute an act of the Company (collectively, "Major Decisions"):

- (a) The election or removal of any of the Managers as set forth in Section 5.1 above;
- (b) A material change in the nature of the Company's business;

(c) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;

(d) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

(e) The amendment of this Agreement.

5.3 **Meetings of Managers.** Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference call, or by any other means permitted under the Act. In addition, Company actions requiring a vote may be carried out without a meeting if all of the Managers consent in writing to approve the action.

5.4 **Officers.** The Managers are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Managers determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Managers; or (b) the officer is dismissed or terminated by the Managers, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Managers, and may be terminated, at any time and for any reason, by the Managers.

5.5 **No Personal Liability.** None of the Managers will be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, solely by reason of being or acting as a Manager.

ARTICLE 6

ACCOUNTS AND ACCOUNTING

6.1 **Accounts.** The Company shall maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records shall be kept at the Company's principal executive office and shall be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The Company will provide former Members and their agents and attorneys access for proper purposes to records pertaining to the period during which they were Members. The Company may impose a reasonable charge, limited to the costs of labor and material, for copies of records furnished.

6.2 **Records.** The Managers shall keep or cause the Company to keep the following business records:

(a) An up to date list of the Members, each of their respective full legal names, last known business, residential, or mailing address, and Ownership Interests, and Voting Interests;

(b) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;

(c) A copy of the Articles, and any other documents filed with the Florida Department of State concerning the Company, together with copies of any power of attorney pursuant to which any Articles or certificates were executed; and

(d) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

6.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

6.4 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

6.5 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Managers are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 7

MEMBERSHIP VOTING, MEETINGS, AND DISQUALIFICATION

7.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which this Agreement or the Act requires or permits. Unless otherwise stated in this Agreement or required under the Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

7.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be

approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action but, in no event, by a vote of less than a majority of the Voting Interest that would be necessary to authorize taking such action at a meeting. If any action is taken without a meeting and without unanimous written consent of the Members, prompt notice of such action must be sent to each Member that did not consent to the action or who was not entitled to vote on the action within ten (10) days after obtaining such authorization by written consent.

ARTICLE 8

TRANSFERS OF MEMBERSHIP INTERESTS

8.1 **Restrictions on Transfer; Admission of Transferee.** Except for transfers to Permitted Transferees pursuant to Section 8.2 below, a Member may not transfer any Membership Interests, whether now owned or later acquired, without the unanimous consent of the Members not subject to such transfer. A person may acquire Membership Interests directly from the Company upon unanimous written consent of all of the Members. A Person that acquires Membership Interests in accordance with this Section 8.1 will be admitted as a Member of the Company only after the requirements of Section 3.3(b) are complied with in full.

8.2 **Permitted Transferees.** Notwithstanding anything contained herein to the contrary, a transfer of any Membership Interest to a Permitted Transferee shall be permitted. As provided herein, a “Permitted Transferee” is as defined below:

(a) In the case of a transferor who is an individual, a “Permitted Transferee” is (i) such transferor’s spouse; (ii) a lineal descendant or ancestor of such transferor or a spouse of any of the foregoing; (iii) a trust established for the benefit of the transferor or any person described in clauses (i) or (ii); or (iv) any entity wholly-owned and controlled by the transferor and/or any one or more of the persons described in clauses (i), (ii) or (iii).

(b) In the case of a transferor that is a trust, a “Permitted Transferee” is (i) any individual beneficiary of such trust; or (ii) a Permitted Transferee of such individual beneficiary;

(c) In the case of a transferor that is an entity (other than a trust), a “Permitted Transferee” is any affiliate of such transferor. As used in this clause, an “affiliate” of the transferor is a person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the transferor and “control” means possessing more than 50 percent of the capital, profits and voting rights of an entity; or

(d) In the case of any transferor, an existing Member of the Company is a “Permitted Transferee.”

8.3 **Prohibited Transfers.** Any purported transfer of Units that is not permitted pursuant to this Article 8 or any other provision of this Agreement, shall be null and void and of no effect whatsoever; provided that, if the Company is required to recognize a transfer that is prohibited hereby, the Membership Interest transferred will be strictly limited to the transferor’s rights to allocations and distributions as provided by this Agreement with respect to the transferred Membership Interest, which allocations and distributions may be applied (without limiting any

other legal or equitable rights of the Company) to satisfy any debts, obligations or liabilities for damages that the transferor or transferee of such Units may have to the Company and neither the transferee nor the transferor will have any rights as to the management of the Company, including any voting rights, with respect to such transferred Units (a “Non-Voting Interest”).

ARTICLE 9

DISSOLUTION

9.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

(a) The unanimous written consent of all of the Members to dissolve the Company;

(b) Entry of a decree of judicial dissolution under 605.0702 of the Act;

(c) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member’s nominee or designee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(d) The sale or transfer of all or substantially all of the Company’s assets; or

(e) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

9.2 **No Automatic Dissolution Upon Certain Events.** The death, disability, court declaration of incompetence, bankruptcy, dissolution, liquidation or other dissociation of a Member shall not dissolve the Company, but it shall be continued with the successor or legal representative of such Member; such successor or legal representative shall, to the extent of the interest acquired, be entitled only to the predecessor Member’s rights, if any, in the distributions of the Company, and such successor shall hold a Non-Voting Interest with no rights to participate in the management of the affairs of the Company or vote on any Company matter.

9.3 **Distributions Upon Winding-Up.** Except as otherwise provided in this Article, the winding-up and dissolution of the Company shall involve:

(a) The orderly sale or other disposition of the Company’s non-cash assets within a commercially reasonable time;

(b) The payment or settlement of (and where appropriate, the establishment of reasonable reserves for) the Company’s debts and other obligations, including to Members who are creditors, in the order of priority and to the extent provided by law; and

(c) The distribution of any remaining sums among the Members in accordance with Article 4 hereof.

9.4 **Distributions In-Kind.** In the event that the Managers determine that it is necessary or desirable to make a distribution of a Company asset in-kind, upon dissolution of the Company or at any other time, such asset shall be transferred and conveyed to the Members as tenants in common so as to vest in them undivided interests in the whole of such asset in the same proportions as a cash distribution equal to the value of such asset had been distributed to the Members pursuant to Article 4. A distribution described in the preceding sentence may be given effect indirectly by transferring the asset that would otherwise be distributed in-kind to one or more limited liability companies or other entities and distributing interests in such company or other entity to the Members. The Managers may make an in-kind distribution to fewer than all of the Members as long as any Member not receiving such in-kind distribution (or not receiving such Member's full proportionate share thereof) receives a substitute distribution of cash or another asset of value that results in all Members receiving their full proportionate shares of the aggregate value of such distributed cash and assets. All assets distributed in-kind shall be valued at fair market value as determined by the Managers. Any asset distributed in-kind shall be subject to such reasonable conditions and restrictions as the Managers determine are necessary or desirable in order to preserve the value of the assets distributed or for legal reasons. The Managers may also make distributions of Company assets in-kind other than in connection with the winding-up of the Company.

9.5 **Final Accounting.** As part of the winding-up of the Company, a final accounting shall be made of the activities of the Company from the date of the last previous accounting to the date of dissolution.

ARTICLE 10

INDEMNIFICATION/COVENANTS

10.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, Manager, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Manager, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Florida law. "Proceeding," as used in this Article 10, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 10, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 10.

10.2 **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the

extent, Florida law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

10.3 **Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a unanimous vote of all of the Members that are not seeking indemnification, by consent of a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification), or by a consent of majority of the Managers that are not seeking indemnification, as the case may be. Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 10.1 or 10.2 above or as otherwise required by applicable law).

ARTICLE 11

GENERAL PROVISIONS

11.1 **Attorney's Fees.** In the event a suit or proceeding is brought by a party to this Agreement to enforce or to defend its provisions, or to seek remedy for any breach hereof, the prevailing party shall be entitled to receive his reasonable attorney's fees and disbursements incurred in connection with such suit or proceedings, including fees and expenses incurred in any appellate proceedings.

11.2 **Additional Documents.** Each Member shall perform all further acts and execute and deliver any documents that may be necessary to carry out the provisions of this Agreement.

11.3 **Entire Agreement; Amendment.** This Agreement along with the Articles (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Act.

11.4 **Governing Law; Venue; Severability.** This Agreement will be construed and enforced in accordance with the laws of the State of Florida, with the court of competent jurisdiction in Duval County to serve as the exclusive venue for any dispute related to this Agreement. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable

provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

11.5 **Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

11.6 **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

11.7 **Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

11.8 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

11.9 **Manner of Transmission.** Any counterpart containing a qualifying signature transmitted electronically (e.g., via e-mail or telecopier machine) shall be accepted as an original and shall have the same force and effect as an original.

11.10 **Corporate Transparency Act.**

(a) Each Member shall fully and promptly cooperate with the Company in fulfilling the Company's obligations pursuant to the Corporate Transparency Act ("CTA"), including without limitation, the Company's obligation to report to the Financial Crimes Enforcement Network of the U.S. Department of Treasury ("FinCEN") certain information regarding each Beneficial Owner of the Company (as to each Member, "Member Information"). Within ten (10) days of any written request for information from the Company for Member Information, or within then (10) days of a change in Member Information previously provided to the Company, a Member shall provide to the Company with accurate and complete Member Information. Such Membership Information may include, by way of example and not limitation, the following with respect to each Member and each beneficial owner of a Member that is a Reporting Company: full legal name and any past changes to it; date of birth; home address and any subsequent changes to it; a PDF copy of a current U.S. passport or state driver's license; and a PDF copy of any changes or renewals to such identification. Each Member consents to the disclosure of its Member Information to FinCEN. For purposes of this Section, the terms "Beneficial Owner" and "Reporting Company" shall have the meanings given to such terms in the CTA and in implementing regulations promulgated by FinCEN.

(b) Failure of the Company to comply with its obligations pursuant to the CTA to report complete and accurate Member Information to FinCEN may subject the Company to civil and criminal penalties. Accordingly, any Member that fails to comply with this Section shall pay

a late fee to the Company of \$100.00 for each day that the Member is not in compliance, up to a maximum of \$10,000.00. In the Managers' sole discretion, this late fee may be waived or reduced for good cause if the Member complies within sixty (60) days from the date it is required to do so. In addition, each Member shall indemnify and hold the Company, the Managers, each other Member, and each of their respective heirs, successors and assigns harmless for any loss or damage, including but not limited to fines, legal fees and costs, caused by the Member's non-compliance. No distributions shall be paid to a Member that is not in compliance with the provisions of this Section, and any such distributions otherwise payable to such a Member may be applied by the Company to pay any unpaid late fees or any indemnified loss or damage payable by such Member hereunder.

[Remainder Intentionally Left Blank]

DRAFT

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: August __, 2025

Scott Curry

SCOTT CURRY

Gordon Curry

MELINDA CURRY

Gordon Curry

GORDON CURRY

**EXHIBIT A
MEMBERS**

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement.

MEMBERS	CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Scott Curry		90%
Melinda Curry		0%
Gordon Curry		10%

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**EXHIBIT B
MANAGERS**

Manager(s) of the Company are set forth below.

- Scott Curry
- Melinda Curry
- Gordon Curry