

**OPERATING AGREEMENT
OF
CONCEPT DG INVESTMENT, LLC**

OPERATING AGREEMENT

This **OPERATING AGREEMENT** (the "Agreement") is entered into as of the 15th day of November, 2023 by Concept DG Investment, LLC (the "Member").

RECITAL

WHEREAS, the Member has formed Concept DG Investment, LLC, a limited liability company (the "Company"), under the Florida Revised Limited Liability Company Act for the purposes set forth herein, and, accordingly, desires to enter into this Operating Agreement in order to set forth the terms and conditions of business and affairs of the Company and to determine the rights and obligations of its Member.

NOW, THEREFORE, the Member, intending to be legally bound by this Agreement, hereby agree that the Operating Agreement of the Company shall be as follows:

ARTICLE I **DEFINITIONS**

When used in this Agreement, the following terms shall have the meanings specified in this Article. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" means Chapter 605, Florida Statutes, the Florida Revised Limited Liability Company Act, as amended from time to time.

"Capital Account" means, as of any given date, the capital contribution to the Company by a Member as adjusted up to such date pursuant to Article III of this Agreement, the Act, and the Treasury Regulations.

"Capital Contributions(s)" means the amount of cash and the agreed value of property, services rendered, or a promissory note or other obligation to contribute cash or property or to perform services contributed by the Member for such Member's Interest in the Company, equal to the sum of the Member's initial Capital Contributions plus the Member's additional Capital Contributions, if any, made pursuant to Article III (A) and (B), respectively.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Interest" means a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company.

"Interest Holder" means any Person who holds an Interest, whether as a Member or as an un-admitted assignee of a Member.

"Member" means the undersigned.

"Membership Interest" means the Member's entire ownership interest in the Company, including the Member's economic interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Member's granted pursuant to this Agreement and/or the Act.

"Membership Rights" means all of the rights of the Member's in the Company, including the Member's: (i) Interest; (ii) Right to inspect the Company's books and records; (iii) Right to participate in the management of and vote on matters coming before the Company; and (iv) Unless this Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.

"Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Profit" and *"Loss"* means for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with the Code.

"Treasury Regulations" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Successor" means all Persons to whom all or any part of an Interest is transferred either because of (i) the sale or gift by Member of all or any part of his Interest, or (ii) the death of a Member; or (iii) other assignment by operation of law.

"Transfer" means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

ARTICLE II

FORMATION AND NAME; OFFICE; PURPOSE; TERM

A. *Organization.* The Company was organized under the Florida Revised Limited Liability Company Act pursuant to Articles of Organization filed with the Department of State on November 13th, 2023.

B. *Name of the Company.* The name of the Company shall be "Concept DG Investment, LLC." The Company may do business under that name and under any other name or names upon which Member may, in his sole discretion, determine. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a fictitious name registration as required by law.

C. *Purpose.* The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Act; as such business activities may be determined by the Member's from time to time. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate as described in this Article II(C).

D. *Term.* The term of the Company began upon the acceptance of the Articles of Organization by the Department of State and its duration shall be perpetual, unless its existence is sooner terminated pursuant to Article IX of this Agreement.

E. *Principal Office.* The principal office of the Company shall be located at 1449 SW 74th Drive, Suite 200, Gainesville, FL 32607, or at any other place which Member, in his sole discretion, determines.

F. *Registered Agent/Registered Office.* The name and street address of the Company's registered agent and registered office in the State of Florida shall be Brant, Reiter, McCormick & Johnson, P.A., 135 W. Bay Street, Suite 400, Jacksonville, FL 32202.

G. *Member.* The name and present mailing address of the Member's is set forth on Exhibit "A."

ARTICLE III **CAPITAL ACCOUNTS; LOANS**

A. *Capital Contributions.* The Members have contributed to the Company the cash and/or property set forth on Exhibit "A." The Member shall not be required to contribute any additional capital to the Company, and except as set forth in the Act, no Member shall have any personal liability for any obligations of the Company.

B. *Loans.* The Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

C. *Capital Accounts.* A Capital Account shall be maintained by the Company for the Member. The Capital Account of the Member shall be maintained in accordance with the applicable provisions of the Act, the Code, and the Treasury Regulations.

ARTICLE IV **TAXATION**

A. *Income Tax Reporting.* The Member are aware of the income tax consequences of the allocations made by Article VI hereof and hereby agrees to be bound by the provisions of Article VI hereof in reporting the Member's share of Company income and loss for federal and state income tax purposes.

B. *Taxation.* The Company has elected to be taxed as a disregarded entity for federal income tax purposes.

ARTICLE V **MANAGEMENT OF THE COMPANY**

The Company shall be Manager - Managed and Concept Net Lease, LLC, a Florida limited liability company shall be the Manager.

ARTICLE VI
DISTRIBUTIONS AND ALLOCATIONS

All distributions of cash or other assets of the Company shall be made and paid to the Member at such time and in such amounts as the Member may determine. All items of income, gain, loss, deduction and credit shall be allocated to the Member, in accordance with applicable Code provisions.

ARTICLE VII
JUDGMENT CREDITORS

In the event of the entry or enforcement of any final, non-appealable monetary judgment, decree, order, or writ against the Member which results in a charging order with respect to Membership Interest of the Member issued by a court pursuant to the terms of the Act or any "charging order" or similar provision under other applicable law, then any such judgment creditor of the Member shall only have the rights of an assignee of financial rights to the extent the Membership Interest is charged pursuant to Section 605.0503(1) of the Act or any other "charging order" provision under other applicable law, which remedy shall be the sole and exclusive remedy of the judgment creditor with respect to the Member's Membership Interest hereunder. Except as otherwise authorized by a court of competent jurisdiction, any attempt by the judgment creditor to transfer, assign, dispose of, or otherwise encumber any Membership Interest of the Member charged pursuant to a court order under the Act or similar law shall be null and void.

ARTICLE VIII
TRANSFER OF INTERESTS

The Member may Transfer all, or any portion of, the Membership Interest or rights therein, to one or more Successors. In the event of any Transfer of all or any part of Member's Interest to a Successor, the Successor shall thereupon become a Member and the Company shall be continued.

ARTICLE IX
DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY

C. *Dissolution Events.* The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following (each a "Dissolution Event"):

1. the sale or other disposition of all or substantially all of the Company's assets;
2. the written consent of all Members;
3. the passage of 90 consecutive days during which the Company has no Member, unless as provided in Section 605.0701(3) of the Act;
4. the entry of a decree of judicial dissolution in accordance with Section 605.0705 of the Act;

5. the filing of a statement of administrative dissolution by the Department of State pursuant to Section 605.0714 of the Act.

D. *Procedure for Winding Up and Dissolution.* If the Company is dissolved, the affairs of the Company shall be wound up. On winding up of the Company, the assets of the Company shall be distributed by the Member, first, to creditors of the Company in satisfaction of the legal and valid liabilities of the Company in the order of priority provided by law; second to the establishment of working capital reserves reasonably necessary to complete the wind up and liquidation of the Company; and third, to the Member of the Company.

E. *Final Accounting.* Upon the dissolution and termination of the Company, a proper accounting shall be made by the Company's accountants through the date of the dissolution or termination, as the case may be.

ARTICLE X

BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS

A. *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Member shall determine the institution or institutions at which the accounts will be opened and maintained and the types of accounts.

B. *Books and Records.* The Member shall be required to keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business as set forth in Section 605.0410 of the Act. The books and records shall be maintained in accordance with sound accounting principles and practices.

C. *Annual Accounting Period.* The annual accounting period of the Company shall be on a calendar year.

ARTICLE XI

GENERAL PROVISIONS

A. *Limited Liability.* Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member for any debts, liabilities or obligations of the Company. Except as otherwise expressly required by law, the Member, in such Member's capacity as such, shall have no liability in excess of (a) the amount of such Member's net Capital Contributions, (b) such Member's share of any assets and undistributed Profits of the Company, and (c) the amount of any distributions required to be returned pursuant to Section 605.0406 of the Act.

B. *Indemnification.* The Company (including any receiver or trustee of the Company) shall, to the fullest extent provided or allowed by law, indemnify, save harmless and

pay all judgments and claims against the Member and each of the Member's agents, affiliates, heirs, legal representatives, successors and assigns, (each, an "Indemnified Party") from, against and in respect of any and all liability, loss, damage and expense incurred or sustained by the Indemnified Party in connection with the business of the Company or by reason of any act performed or omitted to be performed in connection with the activities of the Company or in dealing with third parties on behalf of the Company, including costs and attorneys' fees before and at trial and at all appellate levels, whether or not suit is instituted (which attorneys' fees may be paid as incurred), and any amounts expended in the settlement of any claims of liability, loss or damage, provided that the act or omission of the Indemnified Party does not constitute fraud or willful misconduct by such Indemnified Party. The Company may purchase and pay for such types of insurance, including liability, errors and omissions, and casualty and/or worker's compensation, as would be customary for any Person owning, managing and/or operating comparable property and engaged in a similar business or from naming the Member and any of the Member's agents, affiliates, heirs, legal representatives, successors or assigns or any Indemnified Party as additional insured parties thereunder.

C. *Nonexclusive Right.* The provisions of this Article XI shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which an Indemnified Party may be entitled under the Act, common law, or otherwise.

D. *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the laws of the State of Florida.

E. *Separability of Provisions.* Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

F. *Amendment.* This Agreement may not be altered, amended, or modified except by the written consent of the Member's.

ARTICLE XII **MISCELLANEOUS**

A. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the undersigned, its legal representatives, heirs, successors and assigns.

B. *Governing Law.* This Agreement and the rights and duties of the Member's hereunder shall be governed by, and interpreted and construed in accordance with, the laws of the State of Florida.

IN WITNESS WHEREOF, the Member has executed this Agreement under seal, as of the date set forth hereinabove.

Concept Net Lease, LLC, a Florida limited liability company

By: Concept Development, Inc., a Florida corporation, its Manager

By:

Brian S. Crawford, CEO

EXHIBIT "A"

NAME, ADDRESS AND INITIAL

CAPITAL CONTRIBUTION OF THE MEMBER

<u>Name of Member</u>	<u>Address of Member</u>	<u>Percentage Interest</u>
Concept Net Lease, LLC	1449 SW 74 th Drive, Suite 200, Gainesville, FL 32607	100%