

**OPERATING AGREEMENT
OF
NO CLOCKS, LLC**

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE GEORGIA UNIFORM SECURITIES ACT OF 2008, IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION SET FORTH IN SECTION 10-5-11(14) OF SUCH ACT. IN ADDITION, THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION SET FORTH IN THE SECURITIES ACT OF 1933 PROVIDED BY SECTION 3(a)(11) or 4(2) THEREOF, NOR HAVE THEY BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OF ANY OTHER APPLICABLE STATES IN RELIANCE UPON CERTAIN SIMILAR EXEMPTIONS FROM REGISTRATION. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND IN A TRANSACTION WHICH IS EITHER EXEMPT FROM REGISTRATION UNDER SUCH ACTS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS.

ARTICLE I

DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings unless otherwise expressly provided herein:

Articles of Organization. The Articles of Organization of **NO CLOCKS, LLC**, as filed with the Secretary of State of Georgia as the same may be amended from time to time.

Book Value. With respect to any property, the property's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Book Value of any property contributed by a Member to the Company shall be the gross fair market value of such property, as determined by the contributing Member and the Managers; provided that, if the contributing Member is also a Manager, the determination of the fair market value of the contributed property shall require the written consent of Members holding a Majority Interest;

(ii) The Book Values of all Company property shall be adjusted to equal their respective gross fair market values (taking Section 7701(g) of the Code into account), as determined by the Managers, as of the following times: (A) the acquisition of an additional Membership Interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for a Membership Interest; and (C) the

“liquidation” of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations other than a liquidation described in Section 708(b)(1)(B) of the Code; provided, however, that adjustments pursuant to clauses (A) and (B) shall be made only if the Managers reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Book Value of any Company property distributed to any Member shall be adjusted to equal the gross fair market value of such property on the date of distribution, as determined by the distributee Member and the Managers; provided that, if the distributee Member is also a Manager, the determination of the fair market value of the distributed property shall require the written consent of Members holding a Majority Interest; and

(iv) The Book Values of all Company property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such property pursuant to Sections 732(d), 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations; provided, however, that Book Values shall not be adjusted pursuant to this clause (iv) to the extent the Managers determine that an adjustment pursuant to clause (ii) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (iv).

If the Book Value of any property has been determined or adjusted pursuant to clauses (i), (ii) or (iv) of this definition, such Book Value shall thereafter be adjusted in accordance with Section 10.04(a) hereof.

Capital Account. With respect to each Member, an account maintained on the books and records of the Company which is:

(i) increased (credited) for (A) the amount of any Capital Contribution made by the Member; (B) Net Profits allocated to such Member pursuant to Section 10.02 hereof; and (C) items of income or gain allocated to such Member pursuant to Section 10.03 hereof; and

(ii) decreased (debited) for (A) the amount of money distributed to such Member by the Company (exclusive of any amount paid to such Member and treated as a guaranteed payment within the meaning of Section 707(c) of the Code); (B) the Book Value of any property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code); (C) Net Losses allocated to such Member pursuant to Section 10.01 hereof; and (D) any items of loss or deduction allocated to such Member pursuant to Section 10.03 hereof.

The provisions hereof governing the maintenance of Capital Accounts are intended to satisfy the requirements of Section 1.704-1(b)(2)(iv) of the Regulations and shall be interpreted and applied in a manner consistent therewith.

Capital Contribution. Any contribution, as defined in O.C.G.A. §14-11-101(4), to the capital of the Company in cash or property by a Member.

Code. The Internal Revenue Code of 1986, as amended from time to time.

Company. No Clocks, LLC.

Distributable Cash. All cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; and (iii) such Reserves as the Members holding at least a Majority Interest deem reasonably necessary to proper operation of the Company's business.

Economic Interest. A Member's or Economic Interest Owner's share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Georgia Act, but shall not include any right to vote on, consent to or otherwise participate in any decision of the Members or Managers.

Economic Interest Owner. The owner of an Economic Interest who is not a Member.

Entity. Any general partnership, limited partnership, limited liability company, corporation, joint venture, business trust, cooperative, association or any foreign trust or foreign business organization.

Fiscal Year. The Company's fiscal year, which shall be the calendar year.

Georgia Act. The Georgia Limited Liability Company Act at O.C.G.A. §14-11-100, et seq.

Initial Capital Contribution. The initial contribution to the capital of the Company made by a Member pursuant to this Operating Agreement.

Majority Interest. Ownership Interests of Members which, taken together, exceed fifty percent (50%) of the aggregate of all Ownership Interests.

Manager. One or more managers designated pursuant to this Agreement. Specifically, Manager(s) shall mean **Patrick Joseph Howard** and **James Arthur Briggs** or any other person(s) that succeed such person(s) in the capacity as Manager.

Member. Each of the parties who executes this Operating Agreement as a Member and each of the parties who may hereafter become Members. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

Membership Interest. A Member's entire interest in the Company including such 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 Members granted pursuant to this Operating Agreement or the Georgia Act.

Member Nonrecourse Deduction. With respect to the Company, a "partner nonrecourse deduction" within the meaning of Section 1.704-2(i) of the Regulations.

Net Profits or Net Losses. For each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as such pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(iii) If the Book Value of Company property is revalued pursuant to clauses (ii), (iii) or (iv) of the definition herein of Book Value and such revaluation is not also subject to Section 10.03(c) hereof, then the net increase or net decrease in the Book Value of all Company property resulting therefrom shall be added to (with respect to a net increase) or subtracted from (with respect to a net decrease) such taxable income;

(iv) If any Company property has a Book Value which differs from the property's adjusted basis for federal income tax purposes, then Net Profits and Net Losses shall be determined with respect to items of income, gain, loss or deduction attributable to such property in accordance with Section 10.04(a) hereof; and

(v) Any item of Company income, gain, loss or deduction that is allocated to the Members under Section 10.03 hereof shall not be taken into account in computing Net Profits and Net Losses.

Nonrecourse Deduction. With respect to the Company, a "nonrecourse deduction" within the meaning of Section 1.704-2(b)(1) of the Regulations.

Operating Agreement. This Operating Agreement as originally executed and as amended from time to time.

Ownership Interest. The proportion that a Member's positive Capital Account bears to the aggregate positive Capital Accounts of all Members whose Capital Accounts have positive balances as may be adjusted from time to time. The initial Ownership Interests of the Members are as follows:

MEMBER

OWNERSHIP INTEREST

Patrick Joseph Howard
James Arthur Briggs

50%
50%

Person. Any individual or Entity and the heirs, executors, administrators, legal representatives, successors and assigns of such "Person" where the context so permits.

Regulations. The Federal Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

Reserves. With respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the affirmative vote of Members holding at least a Majority Interest for working capital and to pay taxes, insurance, debt service and or other costs or expenses incident to the ownership or operation of the Company's business.

Treasury Regulations or Regulations. The Federal Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time.

Withdrawal Event. With respect to any Member, the occurrence of any of the following events: (i) the withdrawal, removal, death, incompetency, dissolution, bankruptcy or insolvency of a Member; (ii) the transfer or redemption of the entire Membership Interest of a Member; or (iii) the occurrence of any other event that terminates the continued membership of the Member in the Company pursuant to O.C.G.A. §14-11-601.1.

ARTICLE II

FORMATION OF COMPANY

2.01 Formation. On February 15, 2024, the Company was formed as a Georgia limited liability company by executing and delivering articles of organization to the Secretary of State of Georgia in accordance with the provisions of the Georgia Act.

2.02 Name. The name of the Company is No Clocks, LLC.

2.03 Principal Place of Business. The principal place of business of the Company within the State of Georgia is 2161 Peachtree Road, Apt. 401, Atlanta, GA 30309-1336. The Company may locate its places of business and registered office at any other place or places as the Members may from time to time deem advisable.

2.04 Registered Office and Registered Agent. The Company's initial registered office shall be at the office of its registered agent at 326 Roswell Street, Suite 100, Marietta, GA 30060 and the name of its initial registered agent at such address is Matthew J. Howard. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary of State of Georgia pursuant to the Georgia Act and the applicable rules promulgated thereunder.

2.05 Term. The term of the Company shall commence on the date the Articles of Organization were filed with the Secretary of State of Georgia and shall continue in perpetuity, unless earlier dissolved in accordance with the provisions of this Operating Agreement or the Georgia Act.

ARTICLE III

BUSINESS OF THE COMPANY

3.01 Permitted Businesses. The business of the Company shall be any activity legally permitted under applicable law.

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are as follows:

<u>Name</u>	<u>Address</u>
Patrick Joseph Howard	2161 Peachtree Road Apt. 401 Atlanta, GA 30309-1336
James Arthur Briggs	2161 Peachtree Road Apt. 401 Atlanta, GA 30309-1336

ARTICLE V

RIGHTS AND DUTIES OF MEMBERS WITH RESPECT TO MANAGEMENT

5.01 Management. The business and affairs of the Company shall be managed by its Managers. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by the Georgia Act, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by

the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Operating Agreement or the Georgia Act.

5.02 Number, Tenure and Qualifications. The Company shall initially have two (2) Managers, **Patrick Joseph Howard and James Arthur Briggs**. The number of Managers of the Company shall be fixed from time to time by the affirmative vote of Members holding a Majority Interest, but in no instance shall there be less than one (1) Manager. Each Manager shall hold office until the next annual meeting of Members or until his successor shall have been elected and qualified. Managers shall be elected by the affirmative vote of Members holding at least a Majority Interest. Managers need not be residents of the State of Georgia nor Members of the Company.

5.03 Certain Powers of Manager. Without limiting the generality of Section 5.01 hereof, each Manager shall individually have the power and authority, on behalf of the Company:

- (a) To acquire property from any Person as the Managers may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Managers from dealing with that Person.
- (b) Upon the affirmative vote of Members holding at least a Majority Interest, to borrow money for the Company from banks, other lending institutions, the Managers, Members or affiliates of the Manager or Members on such terms as the Managers deem appropriate and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managers or to the extent permitted under the Georgia Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers.
- (c) To purchase liability and other insurance to protect the Company's property and business.
- (d) To hold and own any Company real and/or personal properties in the name of the Company.
- (e) To invest any Company funds temporarily in investments including, but not limited to, time deposits, short-term governmental obligations, commercial paper or other investments.
- (f) Upon the affirmative vote of Members holding at least a Majority Interest, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan. The affirmative vote of the Members shall not be required with respect to any sale or disposition of the Company's assets in the ordinary course of the Company's business.
- (g) To execute on behalf of the Company all instruments and documents, including without limitation, checks; drafts; notes and other negotiable instruments; mortgages, deeds of trust and deeds to secure debt; security agreements; financing

statements; documents providing for the acquisition, mortgage or disposition of the Company's property including all forms of deeds; assignments; bills of sale; leases; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Managers, to the business of the Company.

- (h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds.
- (i) To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve.
- (j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Operating Agreement or by the Managers of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniary for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company in accordance with this provision.

5.04 Liability for Certain Acts. Each Manager shall act in a manner he believes in good faith to be in the best interest of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager is not liable to the Company, its Members or other Managers for any action taken in managing the business or affairs of the Company if he performs the duty of his office in compliance with the standard contained in this Section 5.04. No Manager has guaranteed nor shall have any obligation with respect to the return of a Member's Capital Contributions or profits from the operation of the Company. No Manager shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member except loss or damage resulting from intentional misconduct or knowing violation of law or a transaction for which such Manager received a personal benefit in violation or breach of the provisions of this Operating Agreement. Each Manager shall be entitled to rely on information, opinions, reports or statements, including but not limited to financial statements or other financial data prepared or presented in accordance with the provisions of O.C.G.A. §14-11-305.

5.05 Managers Have No Exclusive Duty to Company. The Managers shall not be required to manage the Company as their sole and exclusive function and the Managers may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. The Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

5.06 Bank Accounts. The Managers may from time to time open bank accounts in the name of the Company and the Manager(s) shall be the sole signatories thereon, unless the Managers determine otherwise.

5.07 Indemnity of the Managers. To the fullest extent permitted under O.C.G.A §14-11-306, the Company shall indemnify the Managers and make advances for expenses to them with respect to such matters to the extent permitted under applicable law.

5.08 Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.09 Removal. At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the affirmative vote of Members holding a Majority Interest. The removal of a Manager who is also a member shall not affect the Manager's right as a Member and shall not constitute a withdrawal of a Member.

5.10 Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company shall be filled by the affirmative vote of Members holding a Majority Interest. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by an election at an annual meeting or at a special meeting of Members called for that purpose or by the written consent of Members holding a Majority Interest. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and shall hold office until the expiration of such term and until his successor shall be elected and shall qualify or until his earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until his successor shall be elected and shall qualify or until his earlier death, resignation or removal.

5.11 Salaries. No Manager shall receive a salary from the Company for services rendered to the Company hereunder without the written consent of Members holding a Majority Interest.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.01 Limitation on Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Georgia Act and other applicable law.

6.02 No Liability for Company Obligations. No Member will have any personal liability for any debts, obligations, liabilities or losses of the Company beyond his respective Contributions, except as provided by law.

6.03 List of Members. Upon written request of any Member, the Members shall provide a list showing the names, addresses and Membership Interest and Economic Interest of all Members and the other information required by O.C.G.A. §14-11-313 and maintained pursuant to Section 11.02 hereof.

6.04 Priority and Return of Capital. Except as may be expressly provided in Article IX, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions. This Section 6.04 shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

ARTICLE VII

MEETINGS OF MEMBERS

7.01 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by the Georgia Act, may be called by Members holding at least twenty five percent (25%) of the Ownership Interest.

7.02 Place of Meetings. The Members may designate any place, within the State of Georgia, as the place of meeting for any meeting of the Members. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in the State of Georgia.

7.03 Notice of Meetings. Written notice stating the place, day and hour of the meeting and the purpose for which the meeting is called shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Members calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Company, with postage thereon prepaid.

7.04 Meeting of all Members. If all the Members shall meet at any time and place, either within or outside the State of Georgia and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice and at such meeting any lawful action may be taken.

7.05 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof or Members entitled to receive payment of any distribution or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 7.05, such determination shall apply to any adjournment thereof.

7.06 Quorum. Members holding a Majority Interest represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such

meeting, a majority of the Ownership Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if at the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Ownership Interests whose absence would cause less than a quorum to be present.

7.07 Manner of Acting. If a quorum is present, the affirmative vote of Members holding a Majority Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Georgia Act, by the Articles of Organization or by this Operating Agreement. Unless otherwise expressly provided herein or required under applicable law, Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote, may vote upon any such matter and their Ownership Interest vote shall be counted in the determination of whether the requisite matter was approved by the Members.

7.08 Proxies. At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

7.09 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the necessary Members entitled to vote and required to approve such action and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section 7.09 is effective when the Members required to approve such action have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

7.10 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice.

7.11 Meeting by Telephone. Members may also meet by conference telephone call if all Members can hear one another on such call and the requisite notice is given or waived.

ARTICLE VIII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.01 Members' Capital Contributions. Each Member shall contribute such amount as is set forth opposite their names below as its share of the Initial Capital Contribution.

<u>MEMBER</u>	<u>INITIAL CAPITAL CONTRIBUTION</u>
Patrick Joseph Howard	\$500
James Arthur Briggs	\$500

8.02 Additional Contributions. Except as set forth in Section 8.01 hereof, no Member shall be required to make any Capital Contributions. To the extent approved by Members holding at least a Majority Interest, the Members may be permitted to make additional Capital Contributions if and to the extent they so desire and if the Members determine that such additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business. In such event, the Members shall have the opportunity, but not the obligation, to participate in such additional Capital Contributions on a pro rata basis in accordance with their Ownership Interests. Any Member who contributes additional funds shall be entitled to be repaid said additional contributions, plus interest at the rate of twelve percent (12%) per annum, prior to any funds being distributed to the Members who have not made such additional Capital Contributions.

8.03 Withdrawal or Reduction of Members' Contributions to Capital.

- (a) A Member shall not receive out of the Company's property any part of such Member's Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.
- (b) A Member, irrespective of the nature of such Member's Capital Contribution, has only the right to demand and receive cash in return for such Capital Contribution.

ARTICLE IX

DISTRIBUTIONS TO MEMBERS

9.01 Distributions. All distributions of cash or other property shall be made to the Members on a pro rata basis in accordance with the Ownership Interests of the Members.

9.02 Limitation Upon Distributions. No distribution shall be made to Members if prohibited by O.C.G.A. §14-11-407.

9.03 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.

9.04 Loans to Company. Nothing in this Operating Agreement shall prevent any member from making secured or unsecured loans to the Company by agreement with the Company.

ARTICLE X

ALLOCATIONS

10.01 Net Losses. After making any allocations required by Section 10.03 hereof and subject to the last two sentences of this Section 10.01, Net Losses for each Fiscal Year shall be allocated among the Members in accordance with their respective Ownership Interests. Notwithstanding the foregoing, in no event shall the Net Losses allocated to any Member cause the Member to have a negative adjusted Capital Account balance or increase a negative adjusted Capital Account balance for any Member. All Net Losses in excess of the limitation set forth in this sentence shall be allocated to the other Members in accordance with their respective positive adjusted Capital Account balances.

10.02 Net Profits. After making any allocations required by Section 10.03 hereof, Net Profits for each Fiscal Year shall be allocated among the Members in accordance with their respective Ownership Interests.

10.03 Special Allocations. Prior to making any allocations pursuant to Section 10.01 or 10.02 hereof, the following special allocations shall be made each Fiscal Year, to the extent required, in the following order:

- (a) **Minimum Gain Chargeback; Qualified Income Offset.** Items of Company income and gain shall be allocated for any Fiscal Year to the extent and in an amount sufficient to satisfy, the “minimum gain chargeback” requirements of Section 1.704-(f) and (i)(4) of the Regulations and the “qualified income offset” requirement of Section 1.704-1(b)(2)(ii)(d)(3) of the Regulations.
- (b) **Member Nonrecourse Deductions and Nonrecourse Deductions.** Member Nonrecourse Deductions shall be allocated to the Member who bears the economic risk of loss associated with such deductions, in accordance with Section 1.704-2(i) of the Regulations. Nonrecourse Deductions shall be allocated in accordance with the Ownership Interest of the Member.
- (c) **Certain Adjustments.** To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code is required pursuant to Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with the requirements of Section 1.704(b)(2)(iv)(m)(4) of the Regulations.

- (d) Curative Allocations. The allocations set forth in the last sentence of Section 10.01 hereof and Sections 10.03(a) through 10.03(c) hereof (the “Regulatory Allocations”) are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 10.03(d). Therefore, notwithstanding any other provision of this Article X (other than the Regulatory Allocations), such offsetting special allocations of Company income, gain, loss or deduction shall be made in whatever manner the Managers determine appropriate so that, after such offsetting allocations are made, each Member’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 10.01 (without regard to the last two sentences thereof), 10.02 and 10.03(e) hereof. In making such allocations, the Managers shall take into account future Regulatory Allocations under Section 10.03(a) hereof that, although not yet made, are likely to be made in the future and offset other Regulatory Allocations previously made under Section 10.03(b) hereof.
- (e) Special Allocations Upon Liquidation of the Company. With respect to the Fiscal Year in which occurs the final liquidation of the Company in accordance with Article XIV hereof or in which there is a sale or other disposition of all or substantially all of the assets of the Company, if, after tentatively making all allocations pursuant to this Agreement other than this Section 10.03(e), the positive adjusted Capital Account balances of the Members do not equal the amounts that the Members would receive if all remaining Company assets were distributed to them pursuant to Section 9.01 hereof, then items of Company income, gain, loss and deduction shall be specially allocated among the Members pursuant to this Section 10.03(e) in such amounts and priorities as are necessary so that after making all allocations pursuant to this Article X, the positive Adjusted Capital Account balances of the Members equal the amounts that would be so distributed to each Member.

10.04 Other Allocation Rules.

- (a) Tax/Book Differences. If the Book Value of any Company property, pursuant to Section 1.704-1(b)(2)(iv)(d) or (f) of the Regulations and the definition of Book Value in Article I hereof, differs from the adjusted tax basis of such property, then allocations with respect to such property for income tax purposes shall be made in a manner which takes into consideration differences between such Book Value and such adjusted tax basis in accordance with Section 704(c) of the Code, the Regulations promulgated thereunder and Section 1.704-1(b)(2)(iv)(f)(4) of the Regulations. Such allocations for income tax purposes shall be made using such method(s) permitted pursuant to such provisions which the Managers, in their sole and absolute discretion, select. Such tax allocations shall not affect or in any way be taken into account in computing, any Member’s Capital Account or share of Net Profits, Net Losses or other items or distributions pursuant to any provision of

this Agreement. Any allocations with respect to any such property for purposes of maintaining the Members' Capital Accounts and the determination of Net Profits and Net Losses, shall be made by reference to the Book Value of such property and not its adjusted tax basis, all in accordance with Section 1.704-1(b)(2)(iv)(g) of the Regulations.

- (b) Allocations of Items. Any allocation to a Member of Net Profits or Net Losses shall be treated as an allocation to such Member of the same share of each item of income, gain, loss or deduction that is taken into account in computing Net Profits or Net Losses. Unless otherwise specified herein to the contrary, any allocation to a Member of items of Company income, gain, loss, deduction or credit (or item thereof) shall be treated as an allocation of a pro rata portion of each item of Company income, gain, loss, deduction or credit (or item thereof).
- (c) Consent and Tax Reporting. The Members are aware of the income tax consequences of the allocations made by this Article X and hereby agree to be bound by the provisions of this Article X in reporting their portion of Company income and loss for income tax purposes.
- (d) Treatment of the Company as a Partnership for Income Tax Purposes. The Members intend that the Company shall be treated as a partnership for federal and state income tax purposes and neither the Members nor the Managers shall take any action to change such treatment, unless and until a unanimous vote of the Members determines that the tax status of the Company shall be changed.

ARTICLE XI

BOOKS AND RECORDS

11.01 Accounting Period. The Company's accounting period shall be the calendar year.

11.02 Records, Audits and Reports. At the expense of the Company, the Members shall maintain records and accounts of all operations and expenditures of the Company. The Company shall keep at its principal place of business the following records:

- (a) A current list of the full name and last known address of each Member and Economic Interest Owner;
- (b) Copies of records to enable a Member to determine the relative voting rights;
- (c) A copy of the Articles of Organization of the Company and all amendments thereto;
- (d) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (e) Copies of the Company's written Operating Agreement, together with any amendments thereto; and

- (f) Copies of any financial statements of the Company for the three most recent years.

11.03 Tax Returns. The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Fiscal Year.

ARTICLE XII

TRANSFERABILITY

12.01 General. Except as otherwise specifically provided herein, neither a Member nor an Economic Interest Owner shall have the right to:

- (a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration (collectively “sell”); or
- (b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy)

all or any part of its Membership Interest or Economic Interest.

12.02 Transferee Not Member in Absence of Unanimous Consent.

- (a) Notwithstanding anything contained herein to the contrary, if all of the remaining Members do not approve by unanimous written consent the proposed sale or gift of a Member’s Membership Interest or Economic Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely an Economic Interest Owner. No transfer of a Member’s Economic Interest which has not been approved by unanimous written consent of the Members, shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the nontransferring Member(s).
- (b) Upon and contemporaneously with any sale or gift of a Member’s Economic Interest in the Company which does not at the same time transfer the balance of the right associated with the Economic Interest transferred by the Member (including, without limitation, the rights of the Member to participate in the management of the business and affairs of the Company), the Company shall purchase from the Member and the Member shall sell to the company for a purchase price of One Hundred Dollars (\$100.00), all remaining rights and interest retained by the Member which immediately prior to such sale or gift were associated with the transferred Economic Interest.

ARTICLE XIII

ADDITIONAL MEMBERS

From the date of the formation of the Company, any Person or Entity acceptable to Members holding at least a Majority Interest, may become a Member of this Company either by the issuance of the Company of Membership Interests for such consideration as Members holding at least a Majority Interest, shall determine or as a transferee of a Member's Membership Interest or any portion thereof, subject to the terms and conditions of this Operating Agreement. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Managers may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of 706(d) of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE XIV

DISSOLUTION AND TERMINATION

14.01 Dissolution.

- (a) The Company shall be dissolved upon the occurrence of any of the following events:
 - (1) when the period fixed for the duration of the Company shall expire pursuant to Section 2.05 hereof; or
 - (2) by the written agreement of Members holding at least a Majority Interest.
- (b) If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the Member's executor, administrator, guardian, conservator or other legal representative may exercise all of the Member's rights for the purpose of settling his estate or administering his property.
- (c) Except as expressly permitted in this Operating Agreement, a Member shall not voluntarily withdraw or take any other voluntary action which directly causes a Withdrawal Event. Unless otherwise approved by Members owning a Majority Interest, a Member who withdraws (a "Withdrawing Member") or whose Membership Interest is otherwise terminated by virtue of a Withdrawal Event, regardless of whether such Withdrawal Event was the result of a voluntary act by such Member, shall not be entitled to receive any distributions to which such Member would not have been entitled had such Withdrawing Member remained a Member. Except as otherwise expressly provided herein, a Withdrawing Member shall become an Economic Interest Owner. Damages for breach of this Section 14.01 shall be monetary damages only and such damages may be offset

against distributions by the Company to which the Withdrawing Member would otherwise be entitled.

14.02 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except as permitted by O.C.G.A. §14-11-605. Upon dissolution, the Members shall file a statement of commencement of winding up pursuant to O.C.G.A. §14-11-606 and publish the notice permitted by O.C.G.A. §14-11-608.

14.03 Winding Up, Liquidation and Distribution of Assets.

- (a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Member(s) shall immediately proceed to wind up the affairs of the Company.
- (b) If the Company is dissolved and its affairs are to be wound up, the Member(s) shall:
 - (1) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Member(s) may determine to distribute any assets to the Members in kind);
 - (2) allocate any profit or loss resulting from such sales to the Members and Economic Interest Owners in accordance with Article X hereof;
 - (3) discharge all liabilities of the Company, including liabilities to Members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members and Economic Interest Owners for distributions and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company; and
 - (4) distribute the remaining assets in the following order:
 - (i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value and the Capital Accounts of the Members and Economic Interest Owners shall be adjusted pursuant to the provisions of this Operating Agreement to reflect such deemed sale.
 - (ii) The positive balance (if any) of each Member's and Economic Interest Owner's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members, either in cash or in kind, as determined by the Members,

with any assets distributed in kind being valued for this purpose at their fair market value. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

- (c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.
- (d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.
- (e) The Members shall comply with any requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

14.04 Certificate of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a Certificate of Termination may be executed and filed with the Secretary of State of Georgia in accordance with O.C.G.A. §14-11-610.

14.05 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE XV

MISCELLANEOUS PROVISIONS

15.01 Investment Representations.

- (a) In connection with the purchase of the Membership Interests in the Company, each of the Members hereby represents and warrants as follows:
 - (1) The Membership Interests are being purchased for the Member's own account without the participation of any other person, with the intent of holding the Membership Interests for investment and without the intent of participating, directly or indirectly, in a distribution of the Membership Interests and not with a view to or for resale in connection with, any

distribution of the Membership Interests or any portion thereof, nor is the Member aware of the existence of any distribution of the Company's securities;

- (2) The Member is not acquiring the Membership Interests based upon any representation, oral or written, by any person with respect to the future value of or income from, the Membership Interests but rather upon an independent examination and judgment as to the prospects of the Company; and
 - (3) The Membership Interests were not offered to the Member by means of publicly disseminated advertisements or sales literature, nor is the Member aware of any offers made to other persons by such means.
- (b) Each of the Members acknowledges that he must continue to bear the economic risk of the investment in the Membership Interests for an indefinite period and recognizes that the Membership Interests will be (i) sold without registration under any state or federal law relating to the registration of securities for sale; (ii) issued and sold in reliance on the exemption from registration provided by O.C.G.A. Section 10-5-11(14) of the Georgia Uniform Securities Act of 2008 (the "Georgia Securities Act"); (iii) issued and sold in reliance on similar exemptions under other state laws; and (iv) issued and sold in reliance upon the exemption from registration under the Securities Act of 1933 (the "1933 Act") provided by Section 4(a)(2) of the 1933 Act.
- (c) Each of the Members agrees as follows:
 - (1) The Membership Interests will not be offered for sale, sold or transferred other than pursuant to (i) an effective registration under the Georgia Securities Act or in a transaction which is otherwise in compliance with the Georgia Securities Act; (ii) an effective registration under the 1933 Act or in a transaction otherwise in compliance with the 1933 Act; and (iii) evidence satisfactory to the Company of compliance with the applicable securities laws of other jurisdictions. The Company shall be entitled to rely upon an opinion of counsel satisfactory to it with respect to compliance with the above laws;
 - (2) The Company will be under no obligation to register the Membership Interests or to comply with any exemption available for sale of the Membership Interests without registration and the information or conditions necessary to permit routine sales of securities of the Company under Rule 144 of the 1933 Act are not now available and no assurance has been given that they will become available. The Company is under no obligation to act in any manner so as to make Rule 144 available with respect to the Membership Interests;

- (3) The Company may, if it so desires, refuse to permit the transfer of the Membership Interests unless the request for transfer is accompanied by an opinion of counsel acceptable to the Company to the effect that neither the sale nor the proposed transfer will result in any violation of the 1933 Act or the securities laws of any other jurisdiction; and
- (4) A legend indicating that the Membership Interests have not been registered under such laws and referring to the restrictions on transferability and sale of the Membership Interests may be placed on any certificate or certificates delivered to the Members or any substitute therefor and any transfer agent of the Company may be instructed to require compliance therewith.

15.02 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Members in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall be at all times maintained at the principal executive office of the Company and shall be open to the reasonable inspection and examination of the Members or Economic Interest Owners or their duly authorized representatives during reasonable business hours.

15.03 Application of Georgia Law. This Operating Agreement and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Georgia and specifically the Georgia Act.

15.04 No Action for Partition. No Member or Economic Interest Owner has any right to maintain any action for partition with respect to the property of the Company.

15.05 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

15.06 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa and the masculine gender shall include the feminine and neuter genders and vice versa.

15.07 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

15.08 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

15.09 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

15.10 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

15.11 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

15.12 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

15.13 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

15.14 Federal Income Tax Elections. All elections required or permitted to be made by the Company under the Code shall be made by the Members as determined in their sole discretion. For all purposes permitted or required by the Code, the Members shall constitute and appoint one (1) Member as the Tax Matters Member and if that Member should cease to be a Member, then such other Member as shall be designated by the Members by majority vote.

15.15 Certification of Non-Foreign Status. In order to comply with §1445 of the Code and the applicable Treasury Regulations thereunder, in the event of the disposition by the Company of a United States real property interest as defined in the Code and Treasury Regulations, each Member shall provide to the Company, an affidavit stating, under penalties of perjury, (i) the Member's address, (ii) United States taxpayer identification number, and (iii) that the Member is not a foreign person as that term is defined in the Code and Treasury Regulations. Failure by any Member to provide such affidavit by the date of such disposition shall authorize the Company to withhold ten percent (10%) of each such Member's distributive share of the amount realized by the Company on the disposition.

15.16 Notices. Any and all notices, offers, demands or elections required or permitted to be made under this Agreement ("Notices") shall be in writing, signed by the party giving such Notice and shall be deemed given and effective (i) when hand-delivered, or (ii) on the third (3rd) business day (which term means a day when the United States Postal Service is making regular deliveries of mail on all of its regularly appointed week-day rounds in Georgia) following the day, as evidenced by proof of mailing, upon which such notice is deposited, postage prepaid, certified mail, return receipt requested, with the Postal Service and addressed to the other party at such party's respective address as set forth herein or at such other address as the other party may hereafter designate by Notice.

15.17 Amendments. Any amendment to this Operating Agreement shall only be made by the unanimous vote or consent of all of the Members of the Company and shall be made in writing and signed by all Members.

15.18 Invalidity. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. If any particular provision herein is construed to be in conflict with the provisions of the Georgia Act, the Georgia Act shall control and such invalid or unenforceable provisions shall not affect or invalidate the other provisions hereof and this Agreement shall be construed in all respects as if such conflicting provision were omitted.

15.19 Banking. All funds of the Company shall be deposited in its name in an account or accounts as shall be designated from time to time by the Members. All funds of the Company shall be used solely for the business of the Company. All withdrawals from the Company bank accounts shall be made only upon check signed by the Members or by such other persons as the Members may designate from time to time.

15.20 Arbitration. Any dispute, controversy or claim arising out of or in connection with or relating to, this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to and settled by, arbitration in the City of Marietta, State of Georgia, before a single arbitrator, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association or at any time or at any other place or under any other form of arbitration mutually acceptable to the parties so involved. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel's fees, except that in the discretion of the arbitrator, any award may include the cost of a party's counsel if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic.

15.21 Determination of Matters Not Provided For In this Agreement. The Members shall decide any questions arising with respect to the Company and this Agreement which are not specifically or expressly provided for in this Agreement.

15.22 Further Assurances. The Members each agree to cooperate and to execute and deliver in a timely fashion any and all additional documents necessary to effectuate the purposes of the Company and this Operating Agreement.

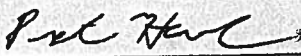
15.23 Time. Time is of the essence of this Agreement and to any payments, allocations and distributions specified under this Operating Agreement.

15.24 Entire Agreement. This Agreement supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof. This Agreement constitutes the entire agreement between the parties by which they agree to be bound.

[Signatures on following page]

IN WITNESS WHEREOF, the Members hereto have executed this Operating Agreement, as of the 15th day of February, 2024.

MEMBERS:



Patrick Joseph Howard



James Arthur Briggs

*Signature Page to Operating Agreement of
No Clocks, LLC*