

**AMENDED AND RESTATED
OPERATING AGREEMENT
of
675 Orchard Heights, LLC
an Oregon Limited Liability Company**

THE OWNERSHIP INTERESTS REFLECTED IN THIS OPERATING AGREEMENT MAY REPRESENT SECURITIES THAT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933. SUCH OWNERSHIP INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED, OR OTHERWISE DISPOSED OF BY A MEMBER IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE LLC THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 IS NOT REQUIRED.

The Members and the Company desire to enter into this Amended and Restated Operating Agreement to fully replace and restate the prior operating agreement, which was dated September 27, 2019.

**ARTICLE 1
FORMATION**

1.1 Name. The name of the limited liability company (the "LLC") is 675 Orchard Heights, LLC.

1.2 Articles of Organization. Articles of Organization of organization were filed with the Oregon Secretary of State on September 27, 2019.

1.3 Duration. The duration of the LLC shall be perpetual, unless earlier dissolved as provided in this Operating Agreement.

1.4 Purpose. The purpose of the LLC is to acquire, own, develop, mortgage, encumber, hypothecate, lease, sell, maintain, improve, alter, remodel, expand, manage, and otherwise operate and deal with all or part of that real property located at 675 Orchard Heights Road NW, Salem, Oregon 97304 (the "Property"), including, without limitation, obtaining financing and refinancing for the above purposes, selling, ground leasing, exchanging, transferring, or otherwise disposing of all or any part of the Property and investing and reinvesting any funds held in reserve pursuant to the terms of this Operating Agreement.

1.5 Federal Employer Identification Number. The federal employer identification number (EIN) assigned to the LLC is 84-3198503.

1.6 Principal Place of Business. The principal office of the LLC shall initially be at 675 Orchard Heights Road NW, Salem OR 97304. The Manager may relocate the principal office or establish additional offices from time to time.

1.7 Registered Office and Registered Agent. The LLC's initial registered office shall be at 675 Orchard Heights Road NW, Salem, Oregon 97304 and the name of its initial registered agent at such address shall be Zachery M. Fischer.

ARTICLE 2

MEMBERS, CONTRIBUTIONS, AND INTERESTS

2.1 Equity Interests. There shall be two classes of ownership interests held by Members: Class A Common Equity Units ("Common Equity Units"), and Preferred Equity Units ("Preferred Equity Units"). Common Equity Units shall have voting rights on any matter generally requiring the approval of the Members under the Oregon Limited Liability Company Act, shall have the voting rights specifically provided for in this Operating Agreement, shall have rights to distributions described in Sections 7.3 and 7.4, and shall have rights to proceeds of liquidation as provided in Section 9. Preferred Equity Units shall not have voting rights on any matter except as specifically provided for in the Oregon Limited Liability Company Act or in this Operating Agreement, shall have rights to distributions described in Sections 7.3 and 7.4, and shall have rights to proceeds of liquidation as provided in Section 9. As used in this Operating Agreement, the term "ownership interests," when used without reference to a specific class of ownership interest or unless the context requires otherwise, shall mean the total outstanding Common Equity Units.

2.2 Member Names and Addresses. The names and addresses of the Members of the LLC, the agreed value of their initial capital contributions, and their initial ownership interests are set forth in Schedule 2.2.

2.3 Preferred Equity Units. All 600 outstanding Preferred Equity Units, which have a par value of \$1,000 per unit, are owned as follows:

(a)	Trenor Askew:	135.981
(b)	Kester Wise:	360.281
(c)	Nashcore, LLC	103.738

2.4 Definition of Minority Members. As used in this Operating Agreement, the term "Minority Members" shall mean Trenor Askew, Kester Wise and Nashcore, LLC.

2.5 Definition of Majority Member. As used in this Operating Agreement, the term "Majority Member" shall mean Zachery M. Fisher.

2.6 Additional Members. Additional Members shall not be admitted except upon approval of the Manager and the unanimous vote of all Members.

2.7 Additional Contributions. Additional capital contributions shall be accepted from existing Members only if the Manager approves and sets the maximum total amount of the additional capital contributions. Unless approved by unanimous vote of all Members, no additional capital contributions shall result in diminution or dilution of the rights of the holders of Preferred Equity Units. Any adjustment to ownership interests resulting from additional capital contributions shall be subject to and inferior to the holders of Preferred Equity Units rights to receive distributions under Section 7.3. If the Manager does so, the Members shall have the opportunity (but not the obligation) to make such additional capital contributions on a pro rata basis in accordance with their ownership interests. If any Member elects to make less than the Member's pro rata share of any additional

capital contributions, the others may contribute the difference on a pro rata basis in accordance with their ownership interests or on any other basis they may agree upon.

2.8 No Interest on Capital Contributions. No interest shall be paid on capital contributions.

2.9 Capital Accounts. An individual capital account shall be maintained for each Member. Each Member's capital account shall be (i) credited with all capital contributions by such Member and the Member's distributive share of all income and gain (including any income exempt from federal income tax); and (ii) charged with the amount of all distributions to such Member and the Member's distributive share of losses and deductions. Capital accounts shall be maintained in accordance with federal income tax accounting principles as set forth in Treas. Reg. §1.704-1(b)(2)(iv) or any successor provision.

2.10 Transactions with Members. The Manager is authorized to lend money to and to transact other business with the LLC, and no such transaction shall be a breach of a duty of loyalty unless the Manager does not believe, in good faith, that the transaction is commercially reasonable.

2.11 Other Activities. It is understood and agreed that each Member may engage in other enterprises, including enterprises in competition with the LLC, and that the Members need not offer business opportunities to the LLC but may take advantage of those opportunities for its/their own account or for the accounts of other limited liability companies or enterprises with which they are associated. Neither the LLC nor any other Member shall have any right to any income or profit derived by a Manager from any enterprise or opportunity permitted by this section.

ARTICLE 3 **MEMBER MEETINGS**

3.1 Meetings. A meeting of Members shall be held (i) if it is called by the Manager; or (ii) if Members holding at least fifty one percent (51%) of the ownership interests sign, date, and deliver to the LLC's principal office a written demand for the meeting, describing the purpose or purposes for which it is to be held. Meetings of Members shall be held at the principal office of the LLC or any other place specified in the notice of meeting.

3.2 Notice of Meeting. Notice of the date, time, and place of each Members' meeting shall be given to each Member not earlier than sixty (60) days nor less than ten (10) days before the meeting date. The notice must include a description of the purpose or purposes for which the meeting is called.

3.3 Record Date. The persons entitled to notice of and to vote at a Members' meeting, and their respective ownership interests, shall be determined as of the record date for the meeting. The record date shall be a date, not earlier than seventy (70) days nor less than ten (10) days before the meeting, selected by the Manager. If the Manager does not specify a record date, the record date shall be the date on which notice of the meeting was first mailed or otherwise delivered.

3.4 Quorum. The presence, in person or by proxy, of Members holding at least fifty one percent (51%) of the ownership interests which must include at least one of the Minority Members, shall constitute a quorum.

3.5 Proxies. A Member may be represented at a meeting in person or by written proxy. The Majority Member hereby irrevocably nominates and appoints the Minority Members, on a pro rata basis, to vote the Majority Member's ownership interests in the event of a Default, as defined in Section 4.6 below. Upon and after a Default, the Minority Members shall have the right to vote the Majority Member's ownership interests, on a pro rata basis, on any matter submitted to a vote of the Members.

3.6 Voting. On each matter requiring action by the Members, each Member shall be entitled to vote the Member's ownership interest. For the purposes of determining a Member's ownership interest for voting, the ownership interest shall be determined exclusively using the Member's Common Equity Units. Unless otherwise specifically stated herein, a Member's Preferred Equity Units have no voting rights and shall not be considered for voting purposes. Except as otherwise stated in the articles of organization, this Operating Agreement, or applicable law, a matter submitted to a vote of the Members shall be deemed approved if it receives the affirmative vote of more than fifty percent of the ownership interests represented at a meeting.

ARTICLE 4 MANAGEMENT

4.1 Number and Qualifications of Managers. As provided in the articles of organization, the LLC shall be managed by Managers. The Manager(s) may be an individual or an entity, and need not be a Member of the LLC. The number of managers shall be the number elected by the Members but shall not be less than one (1) nor more than three (3). The Initial Manager shall be Zachery M. Fischer.

4.2 Election of Managers. The Manager(s) shall be elected, upon unanimous vote of the Members, at meetings of Members called for the purpose of electing managers; the meeting notice must state that the purpose, or one of the purposes, of the meeting is election of Managers. The Manager shall serve until the earlier of the Manager's death, resignation, or removal.

4.3 Authority. Each Manager shall be an agent of the LLC with authority to bind the LLC in the ordinary course of its business. The Manager shall have no authority to bind the LLC as to the following matters without first obtaining approval by unanimous vote of the Members:

4.3.1 Merger of the LLC with another entity or conversion of the LLC into another entity;

4.3.2 Amendment to the articles of organization;

4.3.3 Incurrence of indebtedness by the LLC other than in the ordinary course of business, including without limitation any new mortgage encumbering by the Property or refinance of existing mortgage debt;

4.3.4 A sale, transfer or other similar disposition of the Property by the LLC;

4.3.5 A lease of more than 35% of the Property to a single tenant, for more than a five (5) year term;

4.3.6 Admission of a new Member; or

4.3.7 A change in the nature of the business of the LLC.

4.4 Other Activities. It is understood and agreed that the Manager may engage in other enterprises, including enterprises in competition with the LLC, and that the Manager need not offer business opportunities to the LLC but may take advantage of those opportunities for its own account or for the accounts of other limited liability companies or enterprises with which it is associated. Neither the LLC nor any other Member shall have any right to any income or profit derived by a Manager from any enterprise or opportunity permitted by this section. No Manager engaging in any of the activities described in this Section shall be deemed to have a conflict of interest or to have breached a duty of loyalty.

4.5 Resignation. The Initial Manager shall have no right to resign its position, except with the prior written consent of the Minority Members. Otherwise, the Manager may resign at any time by delivering written notice to the Members. The resignation is effective when the notice is effective under the Oregon Limited Liability Company Act, unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Members. 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 the Member.

4.6 Removal of Manager Upon Default. The Minority Members may immediately, upon written notice to the Manager, remove the Manager(s) and appoint one or more replacement Managers upon the occurrence of any of the events described in Sections 4.6.1 below (each a "Default"), subject to the provisions of subsection 4.7 below.

4.6.1 Default. The following shall be events of default:

- (i) the Manager is incapacitated to the extent that he/she can no longer perform the duties of Manager, as reasonably determined by the Minority Members;
- (ii) the Manager commits fraud or willful misconduct in fulfilling its obligations under this Agreement;
- (iii) the Manager commits a knowing violation of law that causes monetary damages to the LLC or its business;
- (iv) the Manager fails to make a Monthly PERR Payment as required in Section 7.3.1, and no Deferments are available as provided in Section 7.3.1(iii);
- (v) the Manager fails to redeem all of the Preferred Equity Units on or before the Maturity Date as required in Section 7.5;
- (vi) failure to pay the property taxes on the Property within 90 days of the date they are due, provided that the LLC may take advantage of any installment plans available for property tax payment;
- (vii) failure to maintain property insurance covering the Property against fire and other risks covered by a standard fire insurance policy, if not cured within 30 days of notice from the insurance carrier or agent;
- (viii) the Manager breaches any of its material obligations under this Agreement,

- (ix) any payment due under the loan encumbering the Property is past due for more than 30 days; or
- (x) any default or material breach of the LLC's obligations under any loan encumbering the Property, which remains uncured after 30 days.

4.6.2 Additional Provisions Regarding Default. In addition to the remedies available, under Oregon law or this Agreement, the following shall apply in the event of the Default:

- (a) In the event of a Default, the amount of the Preferred Equity Return under Section 7.3.1 shall be increased by an additional 23.0% of the par value of the Preferred Equity Units, as of the date of the Default.
- (b) In the event of a Default under Section 4.6.1(vi), (vii), (ix) or (x), the Minority Members shall have the option (but not the obligation) to pay funds from their own sources (not from the LLC) directly to the applicable third party to cure the third-party default, after 10 days' written notice to the Manager. In such case, all of the Minority Members' expenditures to correct the default shall be added to the Redemption Price payable for the Preferred Equity Units under Section 7.5 and such funds shall accrue interest at the rate of 30% per annum from the date of expenditure. Such action by the Minority Members shall not waive any other remedies available because of the Default.
- (c) Upon the removal of the Manager as provided in Section 4.6, the removed Manager shall have no further rights or authority under this Agreement, including without limitation rights to compensation, if any, for serving as Manager.
- (d) Any dispute regarding whether a Default has occurred shall be resolved by Arbitration pursuant to Section 14.13 below, provided that during the pendency of any such dispute, the replacement Manager(s) nominated by the Minority Members shall serve as the Manager(s) for the LLC unless and until the applicable adjudicator determines otherwise.
- (e) The Default remedies described in this Section 4.6 are in addition to any other remedies available to the Minority Members under this Agreement or Oregon law

4.7 Vacancy. If a vacancy occurs in the number of Managers the Members may fill the vacancy by unanimous vote of the Members. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Manager may not take office until the vacancy occurs.

4.10 Compensation. Salaries and other compensation of the Managers shall be fixed from time to time by unanimous vote of the Members. A Manager shall not be precluded from receiving a salary because the Manager is also a Member.

4.11 Other Agents. The Manager may authorize any agent to enter into any lawful contract or to otherwise act on behalf of the LLC. Such authority may be general or be confined to specific instances.

ARTICLE 5

ACTIONS WITHOUT NOTICE, WITHOUT MEETING, OR BY TELEPHONE

5.1 Meeting of all Members. Notwithstanding any other provision of this Operating Agreement, if all of the Members shall hold a meeting at any time and place, such meeting shall be valid without call or notice, and any lawful action taken at such meeting shall be the action of the Members.

5.2 Action Without Meeting. Any action required or permitted to be taken by the Members at a meeting may be taken without a meeting if a consent in writing, describing the action taken, is signed by Members holding all of the ownership interests, and is included in the minutes or filed with the LLC's records of meetings.

5.3 Meetings by Telephone. Meetings of the Members may be held by conference telephone or by any other means of communication by which all participants can hear each other simultaneously during the meeting, and such participation shall constitute presence in person at the meeting.

ARTICLE 6

ACCOUNTING AND RECORDS

6.1 Books of Account. The LLC's books and records, a register showing the names, addresses, and ownership interests of the Members, and this Operating Agreement shall be maintained by the Manager. Each Member shall have access thereto at all reasonable times. The Manager shall keep books and records of the operation of the LLC which are appropriate and adequate for the LLC's business and for the carrying out of this Operating Agreement.

6.2 Fiscal Year. The fiscal year of the LLC shall be the calendar year.

6.3 Accounting Reports. Within ninety (90) days after the close of each fiscal year, the Manager shall cause each Member to receive an unaudited report of the activities of the LLC for the preceding fiscal year, including a copy of a balance sheet of the LLC as of the end of such year and a statement of income or loss for such year.

6.4 Partnership Representative. The Members shall select the "Partnership Representative" who shall have the sole authority to act on behalf of, and bind, the LLC and the Members in an administrative or judicial tax proceeding pursuant to the Internal Revenue Code § 6223. The Partnership Representative is authorized and required to represent the LLC, at the LLC's expense, in connection with all examinations of the LLC's affairs by tax authorities, including resulting judicial and administrative proceedings, and to expend LLC funds for professional services and costs associated therewith. Once selected, the Partnership Representative shall serve until such time as the Partnership Representative's death, resignation, removal or at such time as a new Partnership Representative is selected by the Managers. The Partnership Representative for the LLC shall be Zachery W. Fischer.

6.4.1 The LLC shall indemnify the Partnership Representative to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was the Partnership Representative of the LLC.

ARTICLE 7 ALLOCATIONS AND DISTRIBUTIONS

7.1 Allocations of Income and Loss for Tax Purposes. Subject to the special allocations set forth in Schedule 7.1, all items of income, gain, loss, deduction, and credit shall be allocated 100% to Zachery M. Fischer.

7.2 Special Allocations. The Members intend that to the extent possible all allocations will be as described in Section 7.1. However, in order to comply with federal income tax regulations regarding the substantial economic effect of LLC allocations, all allocations of the LLC income, gain, loss, and deductions are subject to (a) the special allocations and limitations described in Schedule 7.1, in the special circumstances described in such provisions and (b) the provisions of Schedule 7.1 with respect to contributed or revalued property.

7.3 Ordinary Distributions. The Manager shall, not less often than quarterly, review the financial operations and cash position of the LLC and shall distribute any cash (excluding proceeds that are subject to the provisions of Section 7.4) that is in excess of the amount that the Manager determines is reasonably needed by the LLC. Any distribution pursuant to this Section 7.3 shall be paid to the Members in the following order of priority:

7.3.1 First, to the holders of Preferred Equity Units to satisfy the then outstanding balance of the Preferred Equity Return as described in this subsection 7.3.1, to the extent then due and payable.

- (i) Preferred Equity Unit Rate of Return. The holders of Preferred Equity Units are entitled to receive, out of funds legally available for that purpose, prior and in preference to any declaration or payment of any distribution on the Common Equity Units of the LLC, at the rate per annum of 7.0% of the par value of such Preferred Equity Units (the "Preferred Equity Return"). These distributions will accrue from day to day on each Preferred Equity Unit from the date of issue of the Preferred Equity Unit. The Preferred Equity Return will be calculated based on 360 days per year. Zachery M. Fischer guarantees the payment of the amount of Preferred Equity Return to the holders of Preferred Equity Units.
- (ii) Payment of Preferred Equity Rate of Return. The LLC shall pay the sum of an amount equal to 7% per annum of the par value of the outstanding Preferred Equity Units per month, which amount is initially \$3,500.00 (the "Monthly PERR Payment"), payable pro rata, to the holders of Preferred Equity Units as specified in Section 2.3. Payment shall be made on the first day of each month, starting with April 1, 2023 and on the same day of each successive month thereafter until the earlier of the PER Maturity Date or the date that all Preferred Equity Units are redeemed, by electronic transfer as instructed by each holder of Preferred Equity Units.
- (iii) Deferred Monthly PERR Payments. The Manager shall have the option to defer the Monthly PERR Payment as provided in this subsection (iii) on up to four (4) occasions (the "Deferment"). If the Monthly PERR Payment is not made within fifteen (15) days of when it is due, the Manager shall be deemed to have exercised a Deferment (provided one of the four is available). After exercise of the four (4) Deferments, a failure to timely pay the Monthly PERR Payment shall be deemed a

default. For each Deferment, the amount of the Monthly PERR Payment shall increase to \$10,000.00 (the “Deferred PERR Payment”), which shall be due upon the PER Maturity Date as provided in Section 7.5 below. These distributions will be cumulative so that all required distributions to the holders of Preferred Equity Units under Section 7.3 and 7.4 must first be fully paid before any distribution is paid on or declared and set apart for the Common Equity Units.

- (iv) Limitations. Unless full distributions of the Preferred Equity Return and Deferred PERR Payments have been paid for all past distribution periods and the then current distribution period have been paid and a sum sufficient for the payment of them set apart: (A) no distribution whatsoever will be paid or declared, and no distribution will be made, on any Common Equity Units, and (B) no Common Equity Units will be purchased, redeemed, or acquired by the LLC and no funds will be paid into or set aside or made available for a sinking fund for the purchase, redemption, or acquisition thereof; provided, however, that this restriction does not apply to the repurchase of Common Equity Units under Section 8 or Section 10.

7.3.2 After payment of all amounts then owing to holders of Preferred Equity Units as provided in subsection 7.3.1, the balance of any amounts distributed shall be paid to the holders of Common Equity Units to be divided among them on a per unit basis.

7.4 Extraordinary Distributions. Any distribution made from proceeds of refinancing or sale of the Property shall be paid to the Members in the following order of priority:

7.4.1 First, to be no later than the PER Maturity Date, to the holders of Preferred Equity Units to the extent of accrued and unpaid Preferred Equity Return as provided in subsection 7.3.1;

7.4.2 Next, to the holders of Preferred Equity Units, pro rata in redemption of their units at par value, plus all Deferred PERR Payments, if any;

7.4.3 Last, to the holders of Common Equity Units to be divided among them on a per unit basis.

7.5 Mandatory Redemption of Preferred Equity Units. On or before April 1, 2026 (the “PER Maturity Date”), the LLC shall redeem the Preferred Equity Units at par value, plus Deferred PERR Payments if any (the “Redemption Price”). Failure to redeem the Preferred Equity Units as provided in this Section 7.5 shall be a default.

ARTICLE 8

WITHDRAWAL AND DISASSOCIATION

8.1 Withdrawal/Expulsion. A Member shall not have the power to withdraw from the LLC without the consent of all other Members.

8.2 Effect of Death of a Member. In the event of the death of a Member, the remaining Members may within 120 days elect to:

8.2.1 Admit the deceased Member's spouse, estate or other beneficiary as a Member in place of the deceased Member; or

8.2.2 Purchase the interest of the deceased Member pursuant to the provisions of Sections 8.4 and 8.5.

The election shall be at the sole discretion of the surviving Members and shall require their unanimous consent. If the surviving Members do not so elect, the LLC shall be dissolved.

8.3 Effect of Withdrawal. Upon the withdrawal of a Member, the remaining Members may within 120 days, without waiving any remedies in the case of voluntary withdrawal, elect to purchase the interest of the affected Member pursuant to the provisions of Sections 8.4 and 8.5. The election shall be at the sole discretion of the remaining Members and shall require their unanimous consent. If the remaining Members do not so elect, the LLC shall be dissolved.

8.4 Valuation of Member's Interest. In the case of a withdrawal of a Member, the purchase price shall be the value of the affected Member's interest otherwise determined under this Section 8.4. Upon an election by the LLC to purchase the interest of a Member pursuant to Section 8.2 or 8.3, the value of the affected Member's interest shall be equal to the par value of the Member's Preferred Equity Units plus the value of the Member's Common Equity Units. The value of the affected Member's Preferred Equity Units shall be equal to par value, plus the amount of accumulated but unpaid Preferred Equity Unit Rate of Return, plus the amount of any Deferred PERR Payments; and the value of the affected Member's Common Equity Units shall be determined by multiplying the affected Member's percentage ownership interest in Common Equity Units (number of Common Equity Units owned by the affected Member divided by number of Common Equity Units owned by all Members) by the fair market value of the LLC. The fair market value of the LLC shall be determined by the agreement of the parties, observing the following principles: (i) all accounts payable shall be taken at face value amount, less normal discount; and all accounts receivable shall include work in progress under contract and shall be taken at face amount based on percentage completion, less normal discount and a reasonable reserve for bad debts; (ii) leases shall be deemed to have no net value and there shall be no blue sky, goodwill or going concern value; (iii) proceeds of a life insurance policy on the life of a deceased Member and the indebtedness owed to purchase the deceased Member's interest (but only to the extent of the life insurance proceeds) shall be excluded; (iv) outstanding Preferred Equity Units shall be valued at par value, plus the amount of accumulated but unpaid Preferred Equity Unit Rate of Return, plus the amount of any Deferred PERR Payments, and shall not be treated on an "as converted" basis; and (v) the LLC's fixed assets, including real property and equipment, shall be computed at market value. In the event that the parties are unable to agree on the fair market value of the LLC within 60 days after the date of the event giving rise to the election to purchase, then any Member may thereafter demand, in a writing delivered to the other Members, that the value of the LLC be determined by arbitration as follows:

8.4.1 Within 30 days following the selection or appointment of an arbitrator, the parties shall exchange their best and final offers containing their proposed fair market value of the LLC. The best and final offers shall remain open for 5 business days following their receipt by the offeree.

8.4.2 If all the Members can agree on a single arbitrator, such arbitrator shall, as promptly as possible, select that best and final offer which contains the value closest to the

arbitrator's opinion of the fair market value of the LLC, and that best and final offer selected by the arbitrator shall be the fair market value of the LLC for the purposes of this Section 8.4.

8.4.3 If the Members are unable to agree on a single arbitrator within 30 days after a demand to appoint a single arbitrator, then all Members agree to join in promptly requesting the then-serving presiding judge of the Circuit Court of the State of Oregon in Marion County to appoint the arbitrator.

8.4.4 The party not prevailing in the arbitration shall pay for all costs and expenses incurred by the other party in connection with the arbitration including reasonable attorney fees, appraiser fees, and arbitrator fees.

8.5 Payment for Member's Interest. The purchase price for a Member's interest purchased pursuant to Section 8.2 or 8.3 shall be paid in 60 substantially equal, consecutive monthly payments, including principal and interest. Interest shall accrue at the prime rate in effect on the date of the event giving rise to the election to purchase as quoted by the Wall Street Journal or, if that publication becomes unavailable, another reputable source chosen by vote of the Members. The first payment shall be made not later than ninety (90) days following such date. The LLC may prepay the remaining amount of the purchase price at any time.

8.6 Effect of Purchase of Member's Interest. A Member shall cease to be a Member upon the LLC's election to purchase the Member's interest pursuant to Section 8.2 or 8.3. During the period in which the LLC is making payments to the former Member, the former Member shall have no rights as a Member in the LLC.

ARTICLE 9 DISSOLUTION

9.1 Events of Dissolution. The LLC shall dissolve upon the approval of dissolution by a unanimous vote of all of the Members.

9.2 Liquidation Upon Dissolution and Winding Up. Upon the dissolution of the LLC, the Members shall wind up the affairs of the LLC. A full account of the assets and liabilities of the LLC shall be taken. The assets shall be promptly liquidated and the proceeds thereof applied in payment or reserves for liabilities and obligations of the LLC as required by the Oregon Limited Liability Company Act, then to the holders of Preferred Equity Units in satisfaction of the par value of the Preferred Equity Units, then to the holders of Preferred Equity Units in the amount of any Deferred PERR Payments, then the amount of accumulated but unpaid Preferred Equity Unit Return shall be paid to the holders of Preferred Equity Units or (to the extent applicable) to those subrogated to their rights, and then the balance shall be distributed to the holders of Common Equity Units in accordance with their percentage ownership interest in Common Equity Units (number of Common Equity Units owned by the Member divided by number of Common Equity Units owned by all Members). With approval by vote of the Members, the LLC may, in the process of winding up the LLC, elect to distribute certain property in kind.

ARTICLE 10

TRANSFER OF OWNERSHIP INTEREST

10.1 Restriction on Transfer. Except as expressly permitted under Section 8 or this Section 10, no Member shall sell, exchange, assign, pledge, give, or otherwise transfer or encumber in any manner or by any means whatsoever, whether to or in favor of another Member or one who is not a Member, and whether by operation of law or otherwise, all or any part of such Member's interest in this LLC, without obtaining the prior written consent of all other Members.

10.2 Permitted Transfers. A Member may transfer his or her interest in this LLC to a living trust over which the Member retains the right of revocation, and provided the Member remains as sole trustee of the trust. For purposes of this Operating Agreement, any Member's interest transferred to a revocable living trust shall be considered to be owned by the Member who transferred the interest. However, if the Member loses the right to revoke the trust or is no longer the sole trustee of the trust, the trusts interests in the LLC shall thereafter be as an assignee, pursuant to Section 10.3 below.

10.3 Rights of Assignee. In accordance with ORS 63.249, no person to whom a Member's interest is transferred or assigned (other than as permitted under Section 8) shall be a Member or otherwise be entitled during the continuance of the LLC to exercise any rights of a Member including the right to participate in the management and affairs of the LLC. The assignee shall merely be entitled to receive, in accordance with the terms of the assignment or other transfer, the profits, losses, and distributions to which the assigning or transferring Member would otherwise be entitled.

ARTICLE 12

INDEMNIFICATION

12.1 Indemnification. The LLC shall indemnify each of its Managers to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was a Manager of the LLC, or is or was serving at the request of the LLC as a manager, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The LLC may, by action of the Members or Managers, provide indemnification to employees and agents of the LLC who are not Managers. The indemnification provided in this section shall not be exclusive of any other rights to which any person may be entitled under any statute, bylaw, agreement, resolution of Members or managers, contract, or otherwise.

12.2 Limitation of Liability. Managers of the LLC shall not be liable to the LLC or its Members for monetary damages for conduct as Managers except to the extent that the Oregon Limited Liability Company Act, as it now exists or may hereafter be amended, prohibits elimination or limitation of Manager liability. No repeal or amendment of this section or of the Oregon Limited Liability Company Act shall adversely affect any right or protection of a Manager for actions or omissions prior to the repeal or amendment.

ARTICLE 13 **AMENDMENTS**

13.1 By Members. The Members may amend or repeal the provisions of this Operating Agreement by unanimous agreement set forth in writing or by action taken at a meeting of Members called for that purpose. This Operating Agreement may not be amended or repealed by oral agreement of the Members.

13.2 By Managers. The Manager may not amend or repeal the provisions of this Operating Agreement.

ARTICLE 14 **MISCELLANEOUS**

14.1 Additional Documents. Each Member shall execute such additional documents and take such actions as are reasonably requested by The Manager in order to complete or confirm the transactions contemplated by this Operating Agreement.

14.2 Counterpart Execution. This Operating Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

14.3 Governing Law. This Operating Agreement shall be governed by Oregon law.

14.4 Headings. Section and other headings contained in this Operating Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent, or intent of this Operating Agreement or any provision hereof.

14.5 Severability. Every provision of this Operating Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reasons whatsoever, such illegality or invalidity shall not affect the validity or legality of the reminder of this Operating Agreement.

14.6 Number, Gender, and Headings. In this Operating Agreement, the singular shall include the plural and the plural shall include the singular. Any indication of gender of a party in this Operating Agreement shall be modified, as required, to fit the gender of the party in question. The headings used in this Operating Agreement are solely for convenient reference, are not part of this Operating Agreement, and are not to be considered in construing or interpreting this Operating Agreement.

14.7 Attorneys' Fees. In the event this Operating Agreement is placed in the hands of an attorney for enforcement, the party in default agrees to pay the reasonable costs and expenses of enforcing this Operating Agreement, including reasonable attorneys' fees. In the event a suit or action is filed to enforce this Operating Agreement or to construe or interpret this Operating Agreement, the prevailing party shall be entitled to recover the reasonable costs and expenses of the suit or action, at trial or upon appeal, including reasonable attorneys' fees. In the event suit or action is instituted in a Bankruptcy Court to enforce or interpret any of the terms of this Operating Agreement, to seek relief from an automatic stay, to obtain adequate protection, to determine dischargeability of any debts, or to otherwise assert the interest of the creditor in a bankruptcy

proceeding, the debtor shall pay the reasonable costs and expenses incurred by the creditor including reasonable attorneys' fees.

14.8 Waiver. No waiver of any provision of this Operating Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

14.9 Waiver of Action For Partition; No Bill For Accounting. Each of the Members irrevocably waives any right that it may have to maintain any action for partition with respect to any of the LLC property. To the fullest extent permitted by law, each of the Members covenants that it will not file a bill for an accounting.

14.10 Third-Party Beneficiaries. The provisions of this Operating Agreement are intended solely for the benefit of the Members and shall create no rights or obligations enforceable by any third party, including creditors of the LLC, except as otherwise provided by applicable law.

14.11 Entire Agreement. This Operating Agreement is the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior agreements, representations, and understandings of the parties. There are no agreements, representations or warranties except as set forth in this Operating Agreement. No supplement, modification, or amendment of this Operating Agreement shall be binding unless executed in writing by all the parties.

14.12 Intent of This Agreement. The parties to this Operating Agreement have reached an understanding concerning various aspects of (i) their business relationship with each other and (ii) the organization and operation of the LLC and its business. They wish to use rights created by statute to record and bind themselves to that understanding. The parties intend this Operating Agreement to control, to the extent stated or fairly implied, the business and affairs of the LLC, including the LLC's governance structure and the LLC's dissolution, winding up, and termination, as well as the relations among the LLC's Members and persons who have signed agreements to make contributions to the LLC and become members.

14.13 Arbitration. Any dispute among the members or among the members and the LLC concerning this Operating Agreement shall be settled by arbitration before a single arbitrator, using the rules of commercial arbitration of the American Arbitration Association. Arbitration shall occur in Salem, Oregon. The parties shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure just and efficient resolution of the dispute. If the amount in controversy exceeds \$10,000, the arbitrator's decision shall include a statement specifying in reasonable detail the basis for and computation of the amount of the award, if any. A party substantially prevailing in the arbitration shall also be entitled to recover such amount for its costs and attorney fees incurred in connection with the arbitration as shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. Nothing herein, however, shall prevent a member from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

14.14 Invalidity and Unreasonableness of Expectations Not Included in This Agreement. The Members fear the uncertainty and the potential for discord that would exist if: (i) the unstated expectation of one or more Members can be used to gain advantage through litigation, or (ii) expectations stated or expressed outside the confines of this Operating Agreement can become

actionable even though not all Members agree with those expectations or have assented to them and even though some Members have expressed or may harbor conflicting expectations. The Members therefore agree that: (i) it is unreasonable for any Member to have or rely on an expectation that is not reflected in this Operating Agreement; (ii) any Member who has or develops an expectation contrary to or in addition to the contents of this Operating Agreement has a duty to (A) immediately inform the Manager and all other Members, and (B) promptly seek to have this Operating Agreement amended to reflect the expectation; (iii) the failure of a Member who has or develops an expectation contrary to or in addition to the contents of this Operating Agreement to obtain an amendment of this Operating Agreement as provided in subsection (b)(ii) of this Section is evidence that the expectation was not reasonable and estops that Member from asserting that expectation as a basis for any claim against the LLC or any other Member; (iv) no Member has a duty to agree to an amendment proposed under subsection (b)(ii) of this Section if the Member in good faith (A) holds an inconsistent expectation, or (B) believes that the amendment is not in the best interests of the LLC or is contrary to the legitimate self-interests of the Member.

14.15 Advice of Counsel. Each person signing this Operating Agreement: (a) understands that this Operating Agreement contains legally binding provisions, (b) has had the opportunity to consult with a lawyer, and (c) has either consulted a lawyer or consciously decided not to consult a lawyer.

ADOPTED as of the 28th day of February, 2023, by the undersigned, constituting all of the Members.

Zachery M Fischer
Zachery M. Fischer

Kesten Wise
Kesten Wise

Trenor Askew
Trenor Askew

Naschcore, LLC

By: _____
Alvin Nash, Member

Schedule 2.2
LLC Operating Agreement
Member Ownership Interests

Name/Address	Contribution	Ownership Interest
Zachery M. Fischer 675 Orchard Heights Rd NW Salem OR 97304		800 Class A Common Equity Units, no par value.
Trenor Askew 6 Oak Flat Rd. Orinda, CA 94563		75 Class A Common Equity Units, no par value
Kester Wise 1725 SW Spring St. Portland, OR 97201		75 Class A Common Equity Units, no par value
Nashcore, LLC 7922 Cargile LN SE Aumsville, OR 97325		50 Class A Common Equity Units, no par value
TOTAL		1,000 Common Equity Units, no par value

The undersigned Manager of 675 Orchard Heights, LLC hereby certifies that the foregoing is a true and correct list of Member names, addresses, contributions and ownership interests effective as of February 28, 2023. Preferred Equity Unit ownership is listed in Section 2.2 of the Agreement.

Zachery M Fischer
Zachery M. Fischer

Schedule 7.1
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1. CAPITAL ACCOUNTS

1.1 General. The LLC will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles as set forth in Treasury Regulation § 1.704-1(b)(2)(iv).

1.2 Built-In Gain or Loss. To the extent that contributions of appreciated or depreciated property are made to the Partnership or Member's Capital Accounts are subsequently adjusted pursuant to Section 2.5 of this Appendix, one or more Member's Capital Account will reflect built-in gain or loss for which allocations for tax purposes are governed by Section 2.6 of this Appendix. Capital Accounts will not be increased or decreased by allocations for income tax purposes pursuant to Section 2.6 of this Appendix with respect to such built-in gain or built-in loss.

1.3 Transferee Capital Account. To the extent transfers of Units are allowed under this Operating Agreement, the transferee of a Units will have the same capital account balance as the transferor (to the extent of the interest transferred).

1.4 Conformance with Regulations. The provisions of Section 1 of this Appendix are intended to comply with the capital account maintenance requirements of Treasury Regulation § 1.704-1(b) and are to be interpreted in a manner consistent with such regulations.

2. ALLOCATION OF INCOME AND LOSS PROVISIONS

2.1 Determination of Income and Loss The LLC's profits or losses for each fiscal year will be determined as of the end of that fiscal year by the Members, after consultation with the LLC's accountants, in accordance with federal income tax accounting principles, consistently applied, utilizing that method of accounting employed in the federal income tax informational return filed by the LLC for that fiscal year.

2.2 Allocation of Profits and Losses. Subject to the special allocations and limitations set forth in Section 2.3 of this Appendix and Section 4 of this Appendix, the profits and losses of the LLC for each fiscal year will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

2.3 Special Allocations. The Members intend that to the extent possible all allocations will be pro rata as described in Section 2.2 of this Appendix. However, in order to comply with federal income tax regulations regarding the substantial economic effect of LLC allocations, all allocations of the LLC income, gain, loss, and deductions are subject to (a) the special allocations and limitations described in Section 4 of this Appendix in the special circumstances described in such provisions and (b) the provisions of Section 2.6 of this Appendix with respect to contributed or revalued property.

2.4 No Right to Demand Return of Capital. No Member will have any right to any distribution except as expressly provided in this Operating Agreement. No Member will have any drawing account in the LLC.

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2.5 Optional Revaluation of LLC Property. Upon the occurrence of (i) a subsequent contribution of money or property to the LLC by a Member as consideration for additional ownership interest, (ii) the admission of a new Member, or (iii) a distribution of money or property by the LLC to a retiring or continuing Member as consideration for the purchase or redemption of some or all of such Member's ownership interests, or otherwise as provided in this Operating Agreement, the Members may elect to increase or decrease the respective Capital Accounts of all Members to reflect a revaluation of all LLC property on the books of the LLC, but:

(a) Such adjustments must be based on the fair market value of the property on the date of adjustment;

(b) The adjustments must reflect the manner in which the unrealized income, gain, loss, or deduction inherent in such property (that has not been reflected in the Capital Accounts of the Members previously) would be allocated among the Members under this Section 2 of this Appendix if there were taxable disposition of the property for the fair market value on the adjustment date;

(c) Thereafter, the Capital Accounts of the Members must be adjusted in accordance with Treasury Regulation § 1.704-1(b)(2)(iv)(g) for allocations to them of depreciation, depletion, amortization, and gain or loss, as computed for book purposes, with respect to the property; and

(d) Thereafter, the Members' distributive shares of depreciation, depletion, amortization, and gain or loss, as computed for tax purposes, with respect to the property will be determined so as to take account of the variation between the adjusted tax basis and the book value of the property in the same manner as under Internal Revenue Code § 704(c) and Treasury Regulation § 1.704-1(b)(4)(i).

The provisions of this Section 2.5 of this Appendix are in lieu of the adjustments described in ORS 63.185(4).

2.6 Allocations with Respect to Contributed or Revalued Property. Notwithstanding any other provision of Section 2 of this Appendix, in the event Internal Revenue Code ("IRC") § 704(c) or IRC 704(c) principles applicable under Treasury Regulation § 1.704-1(b)(2)(iv) require allocations of LLC income, gain, loss, or deductions for income tax purposes in a manner different than otherwise provided in Section 2 of this Appendix, the provisions of IRC § 704(c) and the regulations thereunder will control such allocations among the Members for income tax purposes. Any item of income, gain, loss, and deduction with respect to any property (other than cash) that has been contributed to the LLC by a Member or that has been revalued for Capital Account purposes under Section 2.5 of this Appendix pursuant to Treasury Regulation § 1.704-1(b)(2)(iv) and which is required or permitted to be allocated to such Member for income tax purposes under IRC § 704(c) so as to take into account the variation between the tax basis of such contributed or revalued property and its fair market value at the time of its contribution or revaluation will be allocated solely for the income tax purposes in the manner so required or permitted under IRC § 704(c) using the method described in Treasury Regulation § 1.704-3 (or any successor regulation) selected by the Members.

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2.7 Distributions in Liquidation of a Member's Ownership Interest in the LLC. Upon the liquidation of any Member's ownership interest in the LLC (other than in connection with the liquidation of the entire LLC), the LLC assets will be valued and the Members' Capital Accounts will be adjusted as provided in Section 2.5 of this Appendix. The Member whose interest is being liquidated will be entitled to a liquidating distribution equal to the amount of his or her Capital Account after the adjustment.

2.8 Transfer of Ownership Interest by Member During Fiscal Year. If, after compliance with the requirements of the provisions of this Operating Agreement restricting transfer of ownership interests, any Member who transfers any ownership interests during any fiscal year of the LLC by sale, exchange, transfer, assignment, gift, death, operation of law, or in any other manner, the income, gain, loss or expense of the LLC allocable to the transferred interest will be prorated between the transferor and the transferee in accordance with the number of days during the fiscal year each party owned the interest; but the gain or loss realized by the LLC from an insurance recovery or a condemnation award will be allocated to the owner of the interests on the date of the transaction.

3. DEFINITIONS

3.1 "Adjusted Capital Account Deficit" – A deficit balance in any Member's Capital Account at the end of any fiscal year, after adjustment to reflect any Adjustment Items, to the extent that the deficit exceeds the amount of a Member's shares of LLC Minimum Gain and Member Nonrecourse Debt Minimum Gain (if any) that the Member is deemed to be obligated to restore pursuant to Treasury Regulation § 1.704-2(g)(1) and 1.704-2(i)(5).

3.2 "Adjustment Items" – Adjustments, allocations, and distributions described in Treasury Regulation § 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

3.3 "Capital Account" – The account maintained for each Member pursuant to Section 1 of this Appendix.

3.4 "LLC Minimum Gain" – As of any date, the amount of gain, if any, that would be recognized by the LLC for federal income tax purposes, as if it disposed of property in a taxable transaction on that date in full satisfaction of any nonrecourse liability secured by the property, computed in accordance with Treasury Regulation § 1.704-2(d)(1).

3.5 "Member Nonrecourse Debt" has the same meaning as "Member nonrecourse debt" set forth in Treasury Regulation § 1.704-2(b)(4).

3.6 "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the LLC Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined pursuant to Treasury Regulation § 1.704-2(i)(2) and (3).

3.7 "Member Nonrecourse Deductions" has the same meaning as "Member nonrecourse deductions" set forth in Treasury Regulation § 1.704-2(i)(2). The amount of Member nonrecourse Deductions with respect to a Member Nonrecourse Debt for a LLC fiscal year equals the excess, if any, of (A) the net increase, if any, in the amount of the LLC Minimum

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Gain attributable to such member Nonrecourse Debt during the fiscal year over (B) the aggregate amount of any distribution during the fiscal year to the Member that bears the economic risk of loss for such Member Nonrecourse Debt to the extent the distributions are from proceeds of the Member Nonrecourse Debt and are allocable to an increase in Member Nonrecourse Debt Minimum Gain attributable to the Member Nonrecourse Debt, determined pursuant to Treasury Regulation § 1.704-2(i).

3.8 "Nonrecourse Deductions" has the meaning set forth in Treasury Regulation § 1.704-2(c). The amount of Nonrecourse Deduction for a LLC fiscal year equals excess, if any, of the net increase, if any, in the amount of LLC Minimum Gain during the fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in LLC Minimum Gain, determined pursuant to Treasury Regulation § 1.704-2(c).

3.9 "Nonrecourse Liability" has the meaning set forth in Treasury Regulation § 1.704-2(b)(3).

4 SPECIAL ALLOCATIONS AND LIMITATIONS

4.1 Limitations on Allocations of Loss. In no event will any LLC loss or deduction, or item thereof, be allocated to any Member to the extent that the Member has, or would have as a result of the allocation, an Adjusted Capital Account Deficit in the Member's Capital Account as of the end of the LLC taxable year to which the allocation relates. Any loss or deduction, the allocation of which to a Member is disallowed by the foregoing restriction, will be reallocated to those Members who do not have an Adjusted Capital Account Deficit as of the end of such taxable year.

4.2 LLC Minimum Gain Chargeback. If there is a net decrease in LLC Minimum Gain during any LLC taxable year, each Member will be specially allocated, before any other allocation of LLC income, gain, loss or deduction for the taxable year, items of LLC income and gain for the taxable year (and, if necessary, subsequent years) in proportion to and to the extent of an amount equal to each Member's share of the net decrease in LLC Minimum Gain determined in accordance with Treasury Regulation § 1.704-2(g)(2). This Section 4.2 of this Appendix intended to comply with, and will be interpreted consistently with, the "minimum gain chargeback" provisions of Treasury Regulation § 1.704-2(f).

4.3 Member Nonrecourse Debt Minimum Gain Chargeback. Notwithstanding any other provision of Section 2 of this Appendix or Section 4 of this Appendix, except Section 4.2 of this Appendix, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any taxable year of the LLC, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulation § 1.704-2(i)(5), will be specially allocated items of LLC income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Treasury Regulation § 1.704-2(i)(4). Allocations pursuant to this Section 4.3 of this Appendix will be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated will be determined in

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accordance with Treasury Regulation § 1.704-2(i)(4). This Section 4.3 of this Appendix is intended to comply with, and will be interpreted consistently with, the Member nonrecourse debt minimum gain chargeback provisions of Treasury Regulation § 1.704-2(i)(4).

4.4 Qualified Income Offset. Notwithstanding any other provision of the Operating Agreement except for Sections 4.2 of this Appendix and 4.3 of this Appendix, in the event any Member for any reason receives an Adjustment Item for any fiscal year that results in an Adjusted Capital Account Deficit for that Member, the Member will be specially allocated items of LLC income and gain (consisting of a pro rata portion of each item of LLC income, including gross income, and gain for the year) in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit, if any, created by such Adjustment Item as quickly as possible. This Section 4.4 of this Appendix is intended to comply with the "qualified income offset" requirements of Treasury Regulation § 1.704-1(b)(2)(ii)(d) and will be interpreted and applied consistently therewith.

4.5 Offsetting Allocations. Any special allocation of items of income, gain, loss, or deduction pursuant to Sections 4.1, 4.2, 4.3, 4.3, or 4.4 of this Appendix will be taken into account in computing subsequent allocations of LLC income, gain, loss, or deduction pursuant to Section 2 of this Appendix so that the net amount of any items so allocated and all other income, gain, loss, deductions, and items thereof allocated to each Member pursuant to Section 2 of this Appendix will, to the extent possible, be equal to the net amount that would have been allocated to each Member pursuant to Section 2 of this Appendix if the special allocation had not occurred.