

**Amended and Restated Operating Agreement for
District 10, LLC
An Oregon Limited Liability Company**

This Amended and Restated Operating Agreement (this “Agreement”) is effective on May 6, 2024, and executed by and between K & D Realty Investments, LLC, an Oregon limited liability company (“KD”), Jashan, LLC an Oregon limited liability (“Jashan”), and District 10, LLC (the “Company”). KD and Jashan may be referred to collectively as “Members” or individually as a “Member” throughout this Agreement.

**Article I
The Limited Liability Company**

1.1 Formation. Effective October 13, 2023, the Members formed an Oregon limited liability company named District 10, LLC by filing articles of organization with the Oregon Secretary of State and executing a prior operating agreement. This Amended and Restated Operating Agreement shall fully replace and supersede all prior operating agreements for District 10, LLC, and shall hereafter be the only effective Operating Agreement for District 10, LLC. Except as otherwise provided in this Agreement, the Members’ rights and responsibilities are governed by the Oregon Limited Liability Company Act (“the Oregon LLC Act”).

1.2 Name. The business of the Company will be conducted under the name District 10, LLC, or any assumed business names determined by the Managing Members.

1.3 Purpose. The purpose of the Company is to construct, develop, improve, operate, and manage commercial and residential real estate and all activities incidental to that purpose.

1.4 Offices. The Company will maintain its principal business office at 152 Main Street W, Monmouth, Oregon 97361.

1.5 Registered Agent. The Company’s registered agent will be Simran Dhote, 152 Main Street W, Monmouth, Oregon 97361.

1.6 Term. The term of this Agreement commences on May 6, 2024, and will continue until terminated as provided in this Agreement.

1.7 Name and Address of Members. The Members’ names and addresses are:

1.7.1 K & D Realty Investments, LLC
1057 Nona Avenue NW
Salem, Oregon 97304

1.7.2 Jashan, LLC
1652 Elk Circle SW
Albany, Oregon 97321

1.8 Admission of Additional Members. Additional members may be admitted to the Company only upon the unanimous written consent of the Managing Members.

1.9 Books, Reporting and Accounting. Full and complete books and records shall be maintained for the Company on a calendar year basis. The Managing Members (as defined below) shall select a certified public accountant to prepare the books and records and any reports desired by the Managing Members or as required by this Agreement. The accountant's fee shall be paid by the Members as an expense of the Company in accordance with each Member's percentage ownership interest described in **Exhibit A**. The books and records shall be available for examination by any Member, including a Member's authorized agents at reasonable times. Any expenses incurred for the examination shall be paid by the examining Member. Annually, and at any other times desired by the Managing Members, detailed profit and loss statements and balance sheets shall be prepared by the accountant. The profit and loss statements and balance sheets shall include all information necessary for tax purposes for the Members and shall be delivered to each Member within 75 days of the end of each calendar year.

Article 2

Managing Members; Ownership Interests; Contributions and Distributions

2.1 Contributions by Members; Members' Percentage Ownership Interests. The Members agree to make the initial contributions to the Company in exchange for the percentage ownership interests described in the attached **Exhibit A**. Unless required by the terms of this Agreement, future capital contributions to the Company by any Member, or distributions by the Company to any Member, shall not affect the Members' percentage ownership interests unless the Managing Members unanimously agree to such a change in writing.

2.2 Managing Members. The Members agree to appoint one or more "Managing Members" for the Company. All rights to manage the Company, participate in the Company's day-to-day affairs, and vote on Company decisions shall be vested exclusively with the Managing Member or Managing Members. The remaining Members shall have the economic rights associated with their membership interest, but shall not have the right to manage the Company, participate in the Company's day-to-day affairs, or vote on Company decisions unless this Agreement expressly requires the unanimous vote of all Members. The admission of additional Managing Members shall require the unanimous written consent of all of the Members, including any Managing Members. The Company's Members hereby appoint K & D Realty Investments, LLC as the Company's sole Managing Member. Any reference to "Managing Members" throughout this Agreement shall refer solely to K & D Realty Investments, LLC. Unless and until additional Managing Members are admitted to the Company, any decisions that require unanimous written consent of the Managing Members throughout this Agreement shall require only the written consent of K & D Realty Investments, LLC, as the Company's sole Managing Member.

2.3 Additional Member Contributions. The Managing Members may unanimously determine from time to time that additional capital contributions to the

Company are required for any purpose, including but not limited to ordinary and routine operating costs, insurance, taxes, utilities, marketing costs, or debts and liabilities of the Company. If the Managing Members unanimously make this determination, the Managing Members shall execute a written resolution that will be held in the books and records for the Company. Upon execution, the Managing Members shall notify the other Members in writing of (1) the resolution; and (2) the amount that each Member must contribute to the Company based on each Member's percentage ownership interest as described in **Exhibit A**. The Members agree to make the additional capital contributions within ten (10) days of mailing of the resolution.

2.4 Emergency Advances. Notwithstanding section 2.3 above, if any Managing Member determines that an "emergency condition" exists, the Managing Member making that determination is entitled to make advances of capital to protect and preserve the value of the Company and its business. An "emergency condition" shall include any expense necessary to protect and preserve the value of the Company or its business from immediate threat of harm. In the event that any Managing Member advances capital pursuant to this section, that Managing Member must notify all other Members in writing of the advance of capital and the reason for the advance of capital, including an explanation of the "emergency condition," within fifteen (15) days of the date that the advance of capital is made by the Managing Member. Within ten (10) days of mailing of that notification, the other Members agree to reimburse the Managing Member that made the advance of capital in accordance with each Member's percentage ownership interest as described in **Exhibit A**.

2.5 Failure to Contribute. The failure of any Member to make a contribution required under this Agreement shall constitute a material breach of this Agreement, and the non-contributing Member shall be considered in default of this Agreement. In the event of any default, the following non-exclusive terms shall apply.

2.5.1 Offset against Distributions. The amount of any delinquent additional contribution by a Member that fails to contribute to the Company when required by this Agreement, plus interest at the prime rate as published from time to time in the Wall Street Journal plus three (3%) percent, shall be offset against any further distributions to the defaulting Member. This remedy is not exclusive of any other remedies that the Company or other Members may be entitled to by law or by this Agreement.

2.5.2 Additional Remedies. In the event that any Member fails to make a contribution required by this Agreement, any Managing Member shall have the right, but not the obligation, to pay the defaulting Member's pro rata share of the unpaid contribution. Any Managing Member that elects to pay the defaulting Member's pro rata share of the unpaid contribution shall be entitled to a percentage of the defaulting Member's percentage ownership interest in the Company. The defaulting Member's percentage ownership interest shall be transferred to the paying Managing Member as follows: the percentage of the defaulting Member's percentage ownership interest that will be transferred to the Managing Member shall be the quotient wherein the dividend is the amount paid by the Managing Member and the divisor is the current amount of all sums paid, to date, by the defaulting Member for the contributions to the Company. For

example, if the amount paid by a Managing Member is \$10,000.00 and the current total contributions of the defaulting Member is \$200,000.00, then five (5%) percent of the defaulting Member's percentage ownership interest will be transferred to the Managing Member. The defaulting Member shall have sixty (60) days from the date of said payment to redeem its percentage ownership interest from the Managing Member. Any redemption is effective only after the defaulting Member pays the total amount of the defaulting Member's unpaid contribution together with all accrued interest at the Wall Street Journal prime rate plus three (3%) percent.

2.6 Changes to Percentage Ownership Interests. Any changes to the Members' percentage ownership interests must be approved unanimously in a written resolution executed by the Managing Members unless the change is expressly authorized by the terms of this Agreement (such as Section 2.5.2 above). The Managing Members shall have the exclusive right to vote on such changes, even if those changes result in a dilution of the percentage ownership interests of the other Members of the Company. No other Members have the right to object to any action taken pursuant to this section.

Article 3 **Sale or Assignment of Membership Interests**

3.1 Assignment of Membership Interests. No Member may assign, transfer, or encumber its membership interest in the Company without obtaining prior written consent of all of the Managing Members. If a membership interest is assigned, the assignee of that membership interest shall receive only the economic rights associated with the membership interest and not any management or voting rights. The assignee shall not have the right to participate in the management of the Company unless the assignee is admitted as a Member to the Company upon the unanimous written consent of all of the Members.

3.2 Sale of Membership Interest. A Member may sell its membership interest in the Company only in compliance with the terms of Section 4.3 below and only upon the unanimous written consent of all of the Members.

3.3 Right of First Refusal as Condition Precedent to Sale to Third Party.

3.3.1 Sale or Transfer of Membership Interest. Before any membership interest can be sold, transferred, or conveyed in any manner to a third party, the Member seeking to sell, transfer, or convey the membership interest must first offer to sell, transfer, or convey the membership interest to the other Members in accordance with the procedure set forth below.

3.3.1.1 The Member seeking to sell, transfer, or convey all or a portion of its membership interest to a third party must first present the same offer in writing to the other Members. The other Members shall have thirty (30) days from the date of receipt of the written offer to accept or reject the offer. Any acceptance or rejection must be in writing.

3.3.1.2 If all other Members reject the offer, then the offering Member may sell, transfer, or convey all or a portion of its membership interest to a third party on the same terms and for the same price as the offer that was previously rejected by the other Members.

3.3.1.3 If one or all other Members accept the offer, then the Member or Members that accepted the offer shall purchase the membership interest on the terms and for the price set forth in the written offer.

Article 4 Indemnification

4.1 Limitation on Liability of Members. To the maximum extent permitted by the Oregon LLC Act, the Members will not be liable to the Company for any losses suffered by the Company as a result of any action or inaction of a Member if the Member, in good faith, determined that the action or inaction was in the best interest of the Company. Any Member's liability to the Company shall be limited to actions or inactions that constitute a breach of the Member's fiduciary duties to the Company as described in the Oregon LLC Act.

4.2 Indemnification of Members. To the maximum extent permitted by the Oregon LLC Act, the Members are entitled to be indemnified and held harmless by the Company against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against any Member relating to the Company. The satisfaction of any indemnification will be from, and limited to, Company assets, and the Member will not be personally liable to the Company because of that indemnification.

Article 5 Dissolution

5.1 Dissolution. The Company will be dissolved on the occurrence of any of the following events:

5.1.1 execution of a unanimous written resolution by all of the Members of the Company; or

5.1.2 by operation of law.

5.2 Winding Up. In the event of the dissolution of the Company, the Managing Member(s) will take full account of the Company's assets and liabilities; the assets will be liquidated as promptly as is consistent with obtaining their fair value; and the proceeds, to the extent sufficient to pay the Company's obligations with respect to such liquidation, will be applied and distributed in the following order:

5.2.1 to payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities, including any debts and liabilities owed to the Members;

5.2.2 to the Members.

Article 6 General Provisions

6.1 Notice. Any notice required or desired to be given under this Agreement shall be sent by United States mail to the address of the recipient described in Section 1.7 above.

6.2 Amendment. This Agreement may be amended only upon the unanimous written consent of all of the Members. This Agreement may not be orally modified.

6.3 Governing Law. This Agreement shall be governed by Oregon law.

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

6.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

6.6 Number and Gender. In this Agreement, the singular shall include the plural and the plural shall include the singular. Any indication of gender of a party in this Agreement shall be modified, as required, to fit the gender of the party in question.

6.7 Waiver. No waiver of any provision of this 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.

6.8 Third-Party Beneficiaries. The provisions of this Agreement are intended solely for the benefit of the Members and shall create no rights or obligations enforceable by a third party, including creditors.

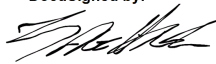
6.9 Entire Agreement. This Agreement is the entire agreement by the Company and the Members and it supersedes all prior agreements, representations, and understandings. There are no agreements, representations or warranties except as set forth in this Agreement.

6.10 Opportunity to Seek Independent Counsel. Each Member is advised to seek independent legal counsel to review this Agreement and all related documents on each Member's behalf. This Agreement has been negotiated by each Member, and each Member has had the opportunity to consult with independent legal counsel of their choice. This Agreement will not be construed against any individual Member. Each Member's signature below constitutes an acknowledgement by that Member of the right and necessity to obtain independent legal counsel, and if such independent legal counsel is not obtained, then the signature of each Member below is a waiver of that right.

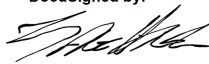
6.11 Authority to Execute Agreement. Each Member agrees that it has authority to execute this Agreement. Each Member, if not an individual, represents that its execution of this Agreement has been approved by its members, shareholders, or directors, who have full power and authority to execute this Agreement and perform each Member's obligations under this Agreement.

Dated May 6, 2024.

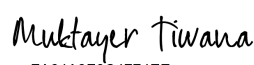
District 10, LLC

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By: Simran Dhote, as Member of K & D
Realty Investments, LLC

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Simran Dhote, as Member of K & D
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By: Mukhtiar Tiwana, as Member of
Jashan, LLC

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Harnek Dhote, as Member of K & D
Realty Investments, LLC

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By: Sandeep Tiwana, as Member of
Jashan, LLC

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HARPREET KAUR
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Harpreet Kaur, as Member of K & D
Realty Investments, LLC

EXHIBIT A

The names and addresses of the Members and their initial percentage ownership interests are as follows:

Member	Description of Contribution	Ownership Interest
K & D Realty Investments, LLC	Capital contributions, development rights, reputation and goodwill, and various services	51%
Jashan, LLC	Capital contributions	49%