

**OPERATING AGREEMENT
OF
K & D REALTY INVESTMENTS LLC
An Oregon Limited Liability Company**

This OPERATING AGREEMENT (this “**Agreement**”) is made and entered into effective July ____, 2023 (the “**Effective Date**”), by and among K & D Realty Investments LLC, an Oregon limited liability company (the “**Company**” or “**LLC**”), and Simran Dhote, Harpreet Kaur, and Harnek S. Dhote (the “**Members**”).

**Article 1
THE LIMITED LIABILITY COMPANY**

1.1 Formation. On June 30, 2023, the Members formed an Oregon limited liability company under the name K & D Realty Investments LLC on the terms and conditions set forth in this Agreement and pursuant to the Oregon Limited Liability Company Act (the “**LLC Act**”). The rights and obligations of the Parties will be as provided in the LLC Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name K & D Realty Investments LLC. This LLC may do business under a different name by complying with the state’s assumed business name statutes and procedures.

1.3 Purpose. The purpose of the Company will be to develop, own, and manage commercial and mixed-use real estate (the “**Business**”) and to engage in any act or activity incidental to the Business, or to engage in any other lawful business activity.

1.4 Offices. The Company will maintain its principal business office at 2710 Broadway Street NE, Salem, Oregon 97301.

1.5 Registered Agent. Simran Dhote will be the Company’s initial registered agent in Oregon and the registered office will be at 1057 Nona Ave NW, Salem, Oregon 97304.

1.6 Duration. The business of the Company commenced on June __, 2023, and will continue until terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The Member’s names, addresses, and percentage interest in the Company (the “**Membership Percentage**”) are set forth in Section 2.3 of this Agreement.

1.8 Approval of the Members. For purposes of this Agreement, “Approval of the Members” means approval by all of the Members. If a decision requires a “majority of the members,” that means the decision voted on requires the affirmative vote of the Members of the Company owning more that 50% of the Membership Interests.

1.9 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company without prior Approval of the Members.

1.10 Federal EIN. The Federal EIN for the Company is _____.

**Article 2
CAPITAL CONTRIBUTIONS**

2.1 Initial Capital Contributions. The Members have contributed the following assets (subject to the liabilities) to the Company:

Member	Initial Capital Contribution	Value of Contribution
Harnek S. Dhote	50.0% ownership interest in real property commonly known as: 2710 Broadway Street NE, Salem, Oregon 97301	\$ _____
Harpreet Kaur	50.0% ownership interest in real property commonly known as: 2710 Broadway Street NE, Salem, Oregon 97301	\$ _____
Simran Dhote	Contract rights, development concepts, reputation, goodwill, and community contacts	\$ _____

2.2 Additional Capital Contributions. Additional capital contributions may be made only on the Approval of the Members and in such amounts and proportions as the Members agree.

2.3 Membership Percentages. Each Member’s percentage interest in the Company (the “Membership Percentage”) is as follows:

Member	Address	Membership Percentage
Simran Dhote	1057 Nona Ave NW Salem, OR 97304	20.00%
Harpreet Kaur	1057 Nona Ave NW Salem, OR 97304	30.00%
Harnek S. Dhote	1057 Nona Avenue NW Salem, OR 97304	50.00%

2.4 No Interest on Capital Contributions. The Members will not be entitled to interest or other compensation for their capital contributions except as expressly provided in this Agreement.

2.5 Failure to Make Contributions. If a Member fails to make a required capital contribution within the time agreed for the Member's contribution, the remaining Members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying Member, setting any additional repayment terms, such as late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the late-paying Member, as the remaining Members decide. Alternatively, the remaining Members may, by unanimous vote, agree to cancel the membership of the late-paying Member, provided any prior partial payments of capital made by the late-paying Member are refunded promptly by the Company after the decision is made to terminate the membership of the late-paying Member.

Article 3 ALLOCATION OF PROFITS AND LOSSES; PROVISIONS FOR DISTRIBUTIONS

3.1 Allocations of Income and Loss. All items of income, gain, loss, deduction, and credit will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

3.2 Distributions. No distribution may be made to any Member if, after giving effect to the distribution, in the judgment of the Manager either (1) the Company would not be able to pay its debts as they become due in the ordinary course of business or (2) the fair value of the total assets of the Company would not at least equal its total liabilities. Subject to the foregoing limitation, the Company will make distributions, including draws, to Members at such times and in such amounts as the Members decide. All distributions will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

Article 4 MANAGEMENT OF COMPANY; POWERS AND DUTIES OF THE MANAGER

4.1 Management of Company Business. The Company is a manager-managed limited liability company. The management and control of the Company and its business and affairs will be vested exclusively in the Manager of the Company (the "**Manager**"). The Manager must be a Member. The initial Manager of the Company shall be Simran Dhote. The Manager will have all the rights and powers that may be possessed by a manager in a manager-managed limited liability company pursuant to the LLC Act and such rights and powers as are otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Manager's duties under this Agreement and to the management of the Business and affairs of the Company. Without limiting the generality of the foregoing, but subject to the limitations of Section 4.2, the Manager will have the following rights and powers (which he may exercise at the cost, expense, and risk of the Company):

- (a) to expend the funds of the Company in furtherance of the Company's Business;

- (b) to perform all acts necessary to manage and operate the Company's Business and properties, including engaging any person or persons that the Manager deems advisable for such purposes;
- (c) to execute, deliver, and perform on behalf of and in the name of the Company any and all agreements and documents deemed necessary or desirable by the Manager to carry out the Business of the Company, including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the assets of the Company, or any part of its assets, whether held in the Company's name, the Manager's name, or otherwise, and no other signature or signatures will be required; and
- (d) to borrow or raise money on behalf of the Company in the Company's name or in the name of the Manager for the benefit of the Company and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment of indebtedness by mortgage, security agreement, pledge, or conveyance or assignment in trust of the whole or any part of the assets of the Company, including contract rights.

4.2 Limitations on Authority of the Manager. Without first obtaining the Approval of the Members, no Manager will have the authority to do any of the following:

- (a) amend the Company's Articles of Organization or this Agreement;
- (b) sell or otherwise dispose of any asset owned by the Company other than in the ordinary course of business;
- (c) dissolve the Company;
- (d) merge the Company with another entity or convert the Company into a different type of entity;
- (e) admit a new Manager or Member; or
- (f) borrow money or otherwise incur indebtedness in the Company's name other than in the ordinary course of business.

4.3 Successor Manager; Multiple Managers. If a Manager dies, resigns, or is removed as Manager, or is determined to be incompetent by a court in a protective proceeding, the Members may elect a successor Manager by Approval of the Members. The Members, by Approval of the Members, may at any time or from time to time elect one or more additional Managers. Any successor or additional Manager will have the same powers, authority, and rights as provided for the Manager under this Agreement and the LLC Act. The Members, by Approval of the Members, may elect a chief operating manager who will be responsible for execution of management decisions. The following provisions apply at any time when there are two or more Managers:

- (a) references in this Agreement to the Manager will be deemed to include all the Managers;
- (b) actions by the Managers will require the approval of a majority of the then-acting Managers; and

- (c) any Manager individually may execute on behalf of the Company any document authorized or approved by the Managers as provided in this Section and by the Members to the extent that authorization or approval is required pursuant to Section 4.2 of this Agreement.

4.4 Duties of the Manager. The Manager will manage and control the Company's Business and affairs to the best of his or her ability and will use his or her best efforts to carry out the Business of the Company. The Manager will devote such time to the Business and affairs of the Company as is reasonable, necessary, or appropriate. Whenever reasonably requested by any Member, the Manager will render a full and complete accounting of all dealings and transactions relating to the Business of the Company. The Manager will have a fiduciary responsibility for safekeeping and using all funds and assets of the Company, whether or not in his or her immediate possession or control, and the Manager will not employ or permit another to employ such funds or assets in any manner except for the exclusive benefit of the Company.

4.5 Limitation on Liability of the Manager to the Company or the Members. Subject to the restrictions set forth in Section 4.7, the Manager will have no liability to the Company or to any Member for any loss suffered by the Company or any Member that arises out of any action or inaction of the Manager as long as the Manager's conduct was in good faith and the Manager reasonably believed that his or her conduct was in the best interests of the Company.

4.6 Indemnification of the Manager. Subject to the restrictions of Section 4.7, the Company will indemnify the Manager against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims brought against the Company or against the Manager in connection with the Company, as long as the Manager's conduct was in good faith and the Manager reasonably believed that his or her conduct was in the best interests of the Company. The satisfaction of any indemnification and any saving harmless will be from, and limited to, Company assets, and the Members will not have any personal liability on account of any such indemnification.

4.7 Restrictions. The Manager will not be relieved of liability pursuant to Section 4.5 and will not be entitled to indemnification pursuant to Section 4.6 for the following:

- (a) any breach of the Manager's duty of loyalty to the Company or its Members;
- (b) any act or omission not in good faith that involves intentional misconduct or a knowing violation of law;
- (c) any unlawful distribution to Members in violation of ORS 63.235; or
- (d) any transaction from which the Manager derives an improper personal benefit.

4.8 Removal of a Manager. The Members may, by Approval of the Members, remove or replace any Manager or substitute another Manager for any Manager at any time and for any reason or for no reason.

Article 5 PROVISIONS APPLICABLE TO ALL MEMBERS

5.1 Dealing with the Company. The Members, the Manager, and affiliates of the Members or the Manager may deal with the Company by providing or receiving property and services to or from the Company, and may receive from others or the Company normal profits, compensation, commissions, or other income incident to those dealings as long as any such transaction is approved in advance by the Manager or, for dealings with the Manager, by Approval of the Members.

5.2 Limitations on Powers of the Members. Except as otherwise expressly stated in this Agreement, no Member who is not also a Manager will (a) be permitted to take an active part in the control of the Business or affairs of the Company; (b) have any direct voice in the management or operation of the Company; or (c) have any authority or power in the capacity of a Member to act as an agent for or on behalf of the Company to do any act that would be binding on the Company or to incur any expenditures with respect to the Company or its property.

5.3 Liability of the Members and Manager. Except to the limited extent provided in the LLC Act, no Member or Manager will have any personal liability for any Company obligation, expense, or liability.

5.4 Other Business. During the term of this Agreement, no Member or Manager may carry on any other business in competition with the Company. Subject to this restriction, nothing in this Agreement will be deemed to restrict in any way the freedom of any Member or Manager to conduct any other business or activity whatsoever without any accountability to the Company or any Member.

5.5 Loans. Any Member may, but will not be obligated to, make loans to the Company to cover the Company's cash requirements. Any such loans will bear interest at a reasonable rate to be determined by the Manager.

Article 6 COMPENSATION AND REIMBURSEMENT OF EXPENSES

6.1 Organization Expenses. All expenses incurred in connection with the organization of the Company will be paid by the Company.

6.2 Other Company Expenses. The Manager will charge the Company for his or her actual out-of-pocket expenses incurred in connection with the Company's Business. Any amounts paid by the Manager to satisfy obligations of the Company will be treated as loans to the Company.

6.3 Compensation. The Manager will be paid such reasonable compensation as is specifically authorized by the Approval of the Members.

Article 7 BOOKS OF ACCOUNT; ACCOUNTING REPORTS; TAX RETURNS; FISCAL YEAR; BANKING

7.1 Books of Account. The Company's books and records, a register showing the names of the Members and the respective interests held by each Member, and this Agreement will be maintained at the principal office of the Company. Each Member will have access to those books and records at all reasonable times. The Manager will keep and maintain books and records of the operations of the Company that are appropriate and adequate for the Company's Business and for carrying out this Agreement.

7.2 Accounting Reports. Within 90 days after the end of each fiscal year of the Company, each Member will be furnished with copies of internally prepared financial statements of the Company.

7.3 Tax Returns. The Manager will cause to be prepared and timely filed with the appropriate authorities as necessary all federal and state income tax returns for the Company. Within 90 days after the end of each tax year, or within a lesser time if prescribed by the Internal Revenue Service, each Member will be furnished with a statement that the Member may use in preparing his or her income tax returns, showing the amounts of any distributions, gains, profits, losses, or credits allocated to or against the Member during the fiscal year.

7.4 Method of Accounting. The Company will use the method of accounting for financial reporting and tax purposes selected by the Manager after consulting with the Company's accountants.

7.5 Fiscal Year; Taxable Year. The fiscal year and the tax year of the Company will be the calendar year.

7.6 Capital Accounts.

7.6.1 General. The Company will maintain a capital account for each Member (each, a "Capital Account") on a cumulative basis reflecting each Member's capital contribution to the Company, increased by each Member's share of profits in the Company, decreased by each Member's share of losses and expenses of the Company, and adjusted as required in accordance with applicable provisions of state law, the Internal Revenue Code, and corresponding income tax regulations. If all or a portion of a Member's membership interest in the Company is transferred in accordance with the terms of this Agreement, the transferee will succeed to the Capital Account of the transferor to the extent that it relates to the transferred membership interest.

7.6.2 Compliance with Treasury Regulations. The provisions of Section 7.6 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation § 1.704-1(b), and will be interpreted and applied in a manner consistent with that regulation. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits to Capital Accounts (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or a Member), are computed in order to comply with the Treasury Regulation, the Manager may make that modification as long as the modification is not likely to have a material effect on the amounts distributed to any Member pursuant to Article 10 of this Agreement upon the dissolution of the Company. The Manager also

may (1) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulation § 1.704-1(b)(2)(iv)(q); and (2) make any appropriate modifications if unanticipated events might otherwise cause this Agreement to fail to comply with Treasury Regulation § 1.704-1(b).

7.6.3 Effect of ORS 63.185(4). The adjustments to the Members' Capital Accounts are intended by the Members to be in lieu of the adjustments described in ORS 63.185(4).

7.6.4 No Deficit Restoration Obligation. Except as otherwise expressly required in the LLC Act, no Member will have any liability to restore all or any portion of a deficit balance in the Member's Capital Account.

7.7 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings-and-loan association as determined by the Manager. Those funds may be withdrawn from the account or accounts on the signature of any person or persons designated by the Manager.

7.8 Partnership Representative. For all periods during which the Company is treated as a partnership for U.S. federal tax purposes, the Manager shall designate a "Partnership Representative" pursuant to IRC § 6223(a). The Company's initial Partnership Representative will be **Simran Dhote**.

(a) If any state or local tax law provides for a tax-matters partner, partnership representative, or person having similar rights, powers, authority, or obligations, the Partnership Representative will also serve in such capacity. The Partnership Representative is authorized to represent the Company before the Internal Revenue Service and any other governmental agency with jurisdiction, and to sign such consents and to enter into settlements and other agreements with such agencies as the Partnership Representative deems necessary or advisable.

(b) The Partnership Representative will make all decisions regarding permitted elections under the Internal Revenue Code with respect to tax proceedings and the assessment of taxes by any taxing authority. The Partnership Representative will keep the Manager and Members reasonably informed of all proposed audits, examinations, or other administrative and judicial proceedings involving the Company, as well as keep the Manager and Members informed as to the status of any such audit, examination, or other administrative or judicial proceeding.

(c) Notwithstanding anything to the contrary in this Agreement, each Member (including for purposes of this Section 7.8 any Person who is or becomes a Member but who for any reason ceases to be a Member): (i) hereby covenants to treat each item of income, gain, loss, deduction, or credit attributable to the Company in a manner consistent with the treatment of such income, gain, loss deduction, or credit on the tax return of the Company or as determined in a notice of final partnership adjustment pursuant to IRC

§ 6226; (ii) hereby agrees to indemnify and hold harmless the Company from such Member's share of any tax and any penalties, interest, and additions to tax attributable to any adjustment to the income, gain, loss, deduction, or credit of the Company pursuant to IRC § 6226; and (iii) hereby agrees to take all other actions as the Partnership Representative may reasonably direct with respect to the Member's (or, in respect of the Member, the Company's) tax liabilities, including filing an amended return for any "reviewed year" to account for all adjustments under IRC § 6225(a) properly allocable to the Member as provided in and otherwise contemplated by IRC § 6225(c) and any Treasury Regulations that may be promulgated thereunder.

(d) The Company will, to the fullest extent permitted by law, reimburse and indemnify the Partnership Representative for all expenses, (including legal and accounting fees), claims, liabilities, losses, and damages incurred as the Partnership Representative in connection with any examination, administrative or judicial proceeding, or otherwise; provided, however, that such indemnification from liability will not apply to any liability for loss caused by any act or omission that arises out of the fraud, gross negligence, willful misconduct, or intentional violation of applicable law by the Partnership Representative.

(e) The provisions of this Section 7.8 will survive the termination or dissolution of the Company or the termination of any Member's interest in the Company, any transfer of a Member's interest in the Company, or withdrawal as a Member and will remain binding on the Member. Notwithstanding the foregoing, the Partnership Representative will not cause the Company to elect to be taxed other than as a partnership.

Article 8

TRANSFER OF MEMBERSHIP INTEREST

8.1 General Restriction. Except as expressly set forth in this Agreement, no Member will have the right to sell, assign, transfer, pledge, mortgage, or otherwise dispose or encumber ("Transfer") all or any portion of the Member's membership interest, and no assignee or other person may become a Member of the Company, without the prior Approval of all of the Members. Any Member may withhold such approval in the Member's sole and absolute discretion. Any purported Transfer in violation of this Agreement will be null and void.

8.2 Permitted Transfers. Notwithstanding Section 8.1, any Member may, without further Approval of the Members and without compliance with the right-of-first-refusal provisions of Article 8.8, Transfer their membership interest as follows:

(a) Prior Consent. A Member may transfer their membership interest with the prior written consent of the remaining Members.

(b) Estate Planning. A Member may, upon 20 days' written notice to the Company and the other Members, transfer an interest to:

- (i) one or more trusts created by the Member for the benefit of the Member, the Member's spouse, or one or more lineal descendants of the Member; and
- (ii) one or more corporations, limited liability companies, or partnerships that are owned or controlled by the Member, the Member's spouse, or one or more lineal descendants of the Member's parents and remain so controlled during ownership of such interest.

(c) Immediate Family Member. A Member may transfer their membership interest to a spouse, or one or more lineal descendants of the Member.

8.3 Death of a Member. On the death of any Member, the Company will have the option to purchase the membership interest held by the deceased Member at the price and pursuant to the terms described in Section 8.8. The Company may transfer the option to one or more of the other Members. This option may be exercised by the Company (or the other Member or Members) at any time within 150 days after the death of the Member. If the Company (or the Member or Members, if any, to whom the Company has assigned the option) does not exercise the option, the membership interest held by the deceased Member may be Transferred in accordance with the deceased Member's will or trust or in accordance with the applicable laws of succession. If the Company (or the Member or Members, if any, to whom the Company has assigned the option) does not exercise the option, the membership interest may be retained by the third-party transferee subject to the provisions of Section 8.6.

8.4 Divorce of a Member. If, as a result of or in connection with the divorce or separation of any Member, all or any portion of the membership interest held by the Member would otherwise be transferred (whether by agreement or pursuant to a court judgment, decree, or order) to the spouse of the Member (and the spouse is not also a Member), the Company will have the option to purchase the membership interest that would otherwise be transferred to the spouse for the price and pursuant to the payment terms described in Article 8.8. This option may be exercised by the Company at any time within 60 days after the Company receives actual knowledge of the proposed transfer. The Company may assign this option to one or more of the other Members. If the Company (or the Member or Members, if any, to whom the Company has assigned the option) does not exercise the option, the membership may be transferred to the spouse, subject to the provisions of Article 8.6.

8.5 Other Involuntary Transfer. If, as a result of or in connection with the bankruptcy or similar insolvency proceeding against any Member, or any proceeding by or on behalf of a creditor of any Member, all or any portion of the membership interest held by the Member would otherwise be involuntarily transferred to a third party who is not already a Member, the Company will have the option to purchase the membership interest that would otherwise be transferred to the third party for the price and pursuant to the payment terms described in Article 8.8. This option may be exercised by the Company at any time within 60 days after the Company receives actual knowledge of the proposed transfer. The Company may assign this option to one or more of the other Members. If the Company (or the Member or Members, if any, to whom the Company has

assigned the option) does not exercise the option, the membership interest may be retained by the third-party transferee subject to the provisions of Section 8.6.

8.6 Effect of Transfer. When a transfer of membership interest occurs because neither the Company nor any Member exercised the option described in Section 8.3, 8.4, 8.5, or 8.7, the transferee will be treated as an assignee of the economic rights entitled to the capital and profits interest represented by the transferred membership interest. However, such transferee will not have voting rights or any other rights of a Member under the LLC Act or this Agreement unless the transferee is admitted to the Company as a substitute Member. The transferee (or transferees) may become a Substituted Member or Members with respect to the transferred membership interest only on (a) approval of the Members as provided in Section 8.1; and (b) execution of a counterpart of this Agreement, as amended through the date of the transfer, pursuant to which the transferee (or transferees) agrees to be bound by the terms and conditions of this Agreement.

Whether or not the transferee (or transferees) is admitted as a Substituted Member, the transferred membership interest will remain subject to all the provisions of this Agreement, including the restrictions in Article 8.

8.7 Voluntary Withdrawal. If a Member voluntarily withdraws as a Member pursuant to Article 9, the Company will have the option to purchase that Member's membership interest for the price and pursuant to the payment terms described in Section 8.8. This option may be exercised by the Company at any time after the Member's withdrawal. The Company may assign this option to one or more of the other Members.

8.8 Purchase Price and Payment.

8.8.1 Purchase Price. Upon exercise by the Company (or the Member or Members, if any, to whom the Company has assigned the option) of an option pursuant to Section 8.3, 8.4, 8.5, or 8.7, the purchase price for the membership interest being purchased will be the fair market value of the membership interest (the "**Fair Market Value**"). The Fair Market Value will be determined by valuing the membership interest owned by the Member based on the fair market value of the Company's assets and the amount the Member would have received had the assets of the Company been sold at that time for an amount equal to such fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Article 10. For this purpose, the determination of the Fair Market Value will not reflect any discount for the sale of a minority interest in the Company or the lack of marketability of the interest. The Fair Market Value of the membership interest to be purchased will be determined by agreement between the Company and the Member (or the Member's representative), based on the foregoing description of Fair Market Value. If the Company and the Member (or the Member's representative) cannot agree on the Fair Market Value within thirty (30) days, the Fair Market Value will be determined by a third-party appraiser acceptable to both the Company and the Member (or the Member's representative). That appraisal amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the appraiser will be shared equally by the Company and the Member.

8.8.2 Payment. The purchase price determined under Section 8.8.1 will be payable, together with interest at five percent (5%) per annum, in sixty (60) substantially equal monthly installments of principal and interest commencing not later than sixty (60) days after the date of exercise. The purchaser will have the right, but not the obligation, to prepay the purchase price at any time without penalty. The deferred purchase obligation will be an unsecured obligation of the Company or the purchasing Member or Members.

Article 9 VOLUNTARY WITHDRAWAL

Any Member may voluntarily withdraw as a Member upon six (6) months' prior written notice to the Company. On the effectiveness of a withdrawal by a Member (the "**Withdrawing Member**"), the Company will treat the Withdrawing Member as an assignee of the economic rights and benefits of the membership interest of the Withdrawing Member, but the Withdrawing Member will cease to have any voting or other rights under this Agreement with respect to that membership interest. The Company will have no obligation to purchase or redeem the membership interest of, or otherwise make any liquidating distribution to, the Withdrawing Member before the dissolution and winding up of the Company.

The Withdrawing Member will not be released from liability as a Member accruing or arising prior to the withdrawal solely as a result of the withdrawal, and it's not relieved of any fiduciary duties the former Member otherwise may continue to owe the Company or the other Members.

Article 10 DISSOLUTION AND WINDING UP OF THE COMPANY

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

- (a) the Approval of the Members; or
- (b) otherwise by operation of law.

10.2 Winding Up. Upon the dissolution of the Company, the Manager (or, if there is no Manager at that time, a successor Manager or other liquidator appointed by Approval of the Members) will take full account of the Company's assets and liabilities, and 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 the liquidation, will be applied and distributed in the following order, after any profits or losses realized in connection with the liquidation have been allocated in accordance with Article 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect that allocation and all other transactions through the date of distribution:

- (a) to payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities, including those owed to Members; and

- (b) to Members in the amount of their respective adjusted positive Capital Account balances on the date of distribution.

Article 11

MISCELLANEOUS PROVISIONS

11.1 Binding Effect. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

11.2 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or may be construed to confer on any person, other than the parties to this Agreement and their respective successors and assigns, any right, remedy, or claim under or with respect to this Agreement.

11.3 Notices. All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, sent by electronic mail, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the addresses set forth in Article 2 (or at such other address or email address as a party may designate by like notice to the other parties). Any notice or other communication will be deemed to be given (1) on the date of personal delivery or transmission by electronic mail, except that transmission by electronic mail after 5:00 p.m. recipient's local time will be deemed to be given the following business day, (2) at the expiration of the fourth (4th) day after the date of deposit in the United States mail, or (3) on the date of confirmed delivery by overnight delivery service.

11.4 Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties.

11.5 Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

11.6 Mediation and Arbitration. In any dispute over the provisions of this Agreement and in other disputes among the Members, if the Members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the Members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy

of the written request. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney's fees, costs, and other expenses of arbitration. All arbitration decisions shall be final, binding, and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

11.7 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

11.8 Electronic Signatures. Counterpart signatures may be delivered by any transmission method (including PDF or other electronic signature method) and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

11.9 Further Assurances. Each party agrees to execute and deliver such other documents and to do and perform such other acts and things as any other party may reasonably request to carry out the intent and accomplish the purposes of this Agreement.

11.10 Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.


11.11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-laws principles.

11.12 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.

11.13 Entire Agreement. This Agreement (including any exhibits, schedules, and other documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter. The exhibits and schedules referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

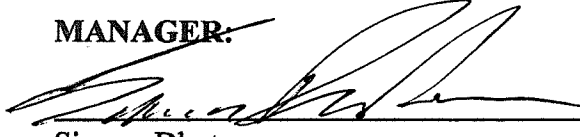
The parties enter into this Agreement as of the date first written above.

MEMBERS:

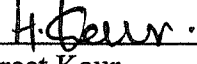

Harnke S. Dhote

07/17/2023

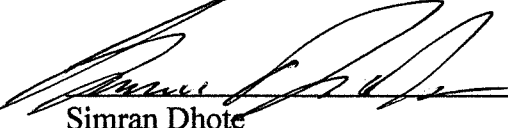
MANAGER:



Simran Dhote

07/17/2023


Harpreet Kaur

07/17/2023


Simran Dhote

 07/17/2023