RESTATED OPERATING AGREEMENT

of

NEAMAN HOLDINGS, LLC

Garrett Hemann Robertson P.C.
P.O. Box 749
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GHR File Number: 59935001

RESTATED OPERATING AGREEMENT

OF

Neaman Holdings, 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 COMPANY THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 IS NOT REQUIRED.

This RESTATED OPERATING AGREEMENT (this "Agreement") is made and entered into effective January 1, 2023, by and between Neaman Holdings, LLC, an Oregon limited liability company (the "Company"), and the parties identified in Schedule 1.8 to this Agreement (the "Members").

ARTICLE 1.
FORMATION

1.1. Formation. On February 13, 2015, Articles of Organization were filed with the Oregon Secretary of State to form the Company. The rights and obligations of the Member are as provided in the Oregon Limited Liability Company Act (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 Neaman Holdings, LLC.

1.3. Restatement Effective Date. The original Operating Agreement of the Company was adopted effective February 13, 2015. At the time of its original adoption the sole owner was Keith C. Neaman and the Company was treated as a disregarded entity for tax purposes. Therefore, certain revisions to the Operating Agreement are required to reflect a transfer of membership interest, the addition of a second Member, and a change in tax treatment. This Restated Operating Agreement of the Company is adopted effective January 1, 2023.

1.4. Federal Employer Identification Number. The federal employee identification number assigned to the Company is - 47-4401985.

1.5. Purposes and Powers. The primary purpose and general character of the business of the Company is to hold and manage real estate. The Company shall be a single-purpose entity; provided, however, that the Company may have more than one asset and may engage in any lawful

business permitted under Oregon law or the laws of any jurisdiction in which the Company may do business if to do so does not constitute a breach of any contractual, trust deed, note, mortgage, or other obligation of the Company.

1.6. Principal Place of Business. The principal office of the Company shall initially be at 1430 Commercial St SE, Salem, Oregon 97302. The Members may relocate the principal office or establish additional offices from time to time.

1.7. Registered Office and Registered Agent. Garrett Hemann Robertson P.C. will be the Company's initial registered agent in Oregon and the registered office shall be at 4895 Skyline Rd. S, Salem, OR 97306.

1.8. Duration. The term of the Company commenced on February 13, 2015 and will continue until terminated as provided in this Agreement.

1.9. Names and Addresses of Members. The names and addresses of the Members of the Company are set forth in Schedule 1.8 to this Agreement. Schedule 1.8 will be revised to reflect any issuance of additional Units (as defined in Section 2.2) by the Company and any transfer of Units in accordance with the provisions of this Agreement.

1.10. Title to Property. All Company property shall be owned by the Company as an entity, and no Member shall have any ownership interest in such property in the Member's individual name or right, and any Member's interest in the Company shall be personal property for all purposes. Except as otherwise provided in this Agreement, the Company shall hold all Company property in the name of the Company and not in the name or names of any Member or Members. However, if the Members decide it is appropriate, a Member or the trustee of a trust which is a Member of the Company may hold a Company asset in his or her individual name in trust for the Company.

1.11. Management of LLC. The Company shall be managed by one (1) or more Managers.

ARTICLE 2.
CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions. The value, nature, and timing of each Member's initial capital contribution to the Company are as set forth in Schedule 1.8 to this Agreement, which may be amended by the Members from time to time, and is hereby incorporated herein.

2.2 Units of Membership Interest. Except as otherwise provided in this Agreement, the interest of each Member in the capital and profits of the Company will be in the form of units of membership interest ("Units"). Units will be issued to the Members in exchange for the initial capital contributions described in Schedule 1.8 to this Agreement. No certificates will be issued to represent Units unless expressly approved by Approval of the Members.

2.3 Approval of the Members. For purposes of this Agreement, "Approval of the Members" means approval by Members holding more than 50% of the issued and outstanding Units.

2.4 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.

2.5 Additional Contributions. In addition to the capital contributions listed above, additional capital contributions shall be accepted from existing Members only if all the Members unanimously approve and set the maximum total amount of the additional capital contributions. If the Members unanimously agree to make additional capital contributions, the Members shall make additional capital contributions on a pro-rata basis in proportion to their Units or as otherwise may be unanimously agreed among the Members.

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

2.7 Capital Accounts. The Company shall establish an individual capital account ("Capital Account") for each Member. The Company shall determine and maintain each Capital Account in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv). Upon a valid transfer of a Member's Units, such Member's Capital Account shall carry over to the new owner to the extent such Capital Account relates to the Units transferred. Each Member's Capital Account shall be determined and maintained throughout the term of the Company in accordance with the requirements of Section 704(b) of the Internal Revenue Code of 1986, as amended from time to time, and the applicable Treasury Regulations thereunder.

ARTICLE 3.
MANAGEMENT AND ADMINISTRATION OF COMPANY BUSINESS

3.1 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 in the manager or managers of the Company (the "Manager"). The Manager may be, but need not be, a Member. The initial Manager is Keith C. Neaman. The Manager or each of them individually 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 the rights and powers that are otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Managers' duties under this Agreement and to the management of the business and affairs of the Company. Without limiting the generality of the foregoing the Manager or each of them individually will have the following rights and powers (which the Manager or each of them individually may exercise at the cost, expense, and risk of the Company):

3.1.1 to expend the funds of the Company in furtherance of the Company's business;

3.1.2 to perform all acts necessary to manage and operate the business of the Company, including engaging such persons as the Manager deems advisable to manage the Company;

3.1.3 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 Members

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 interest of the Company in any of its assets, or any part thereof, whether held in the Company's name, the name of a Manager, or otherwise, and no other signature or signatures will be required;

3.1.4 to borrow or raise money on behalf of the Company in the Company's name or in the name of a 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 that 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.

3.2 Limitation on Authority of Individual Member. Notwithstanding any other provision of this Agreement or the LLC Act, no Member is authorized to take any of the following actions without the prior express approval or consent of all the Members

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

3.3.1 amend the Company's Articles of Organization or this Agreement;

3.3.2 sell or otherwise dispose of any asset owned by the Company other than in the ordinary course of business;

3.3.3 dissolve the Company;

3.3.4 merge the Company with another entity or convert the Company into a different type of entity; or

3.3.5 admit a new Manager or Member.

3.4 Successor Manager; Multiple Managers. If the Manager or any successor or additional 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. The Members may, at any time 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 following provisions apply at any time when there are two or more Managers, unless specifically provided otherwise in this Agreement:

3.4.1 references in this Agreement to the Manager will be deemed to include all the Managers;

3.4.2 actions by the Managers will require the approval of a majority of the then-acting Managers; and

3.4.3 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 3.2 of this Agreement.

3.5 Duties of the Manager. The Manager will manage and control the Company's business and affairs to the best of the Manager's ability and will use their 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 the Members, 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.

3.6 Limitation on Liability of the Manager. Subject to the restrictions set forth in Section 3.7, the Manager will have no liability to the Company or the Members for any loss suffered by the Company or the Members 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 the Manager's conduct was in the best interests of the Company.

3.7 Indemnification of the Manager. Subject to the restrictions of Section 3.7, the Company will indemnify the Manager against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained 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 the Manager's 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.

3.8 Restrictions. The Manager will not be relieved of liability pursuant to Section 3.6 and will not be entitled to indemnification pursuant to Section 3.7 for the following:

3.8.1 Any breach of Manager's duty of loyalty to the Company or the Members;

3.8.2 Any act or omission not in good faith that involves intentional misconduct or a knowing violation of law;

3.8.3 Any unlawful distribution to the Members; or

3.8.4 Any transaction from which the Manager derives an improper personal benefit.

3.9 Removal of a Manager. The Members may remove or replace any Manager or substitute another Manager for any Manager at any time and for any reason or no reason.

3.10 Compensation and Reimbursement: Manager is not entitled to payment of any salary or other compensation for services provided to the Company. The Manager is, however, entitled to reimbursement from the Company for actual out-of-pocket expenses incurred on behalf

of the Company. Any amounts paid by Manager to satisfy the obligations of the Company will be treated as loans to the Company.

3.11 Other Business. Nothing in this Agreement will be deemed to restrict in any way the freedom of the Members or the Manager to conduct any other business or activity, even if that business or activity competes with the business of the Company. As authorized by ORS 63.155(11), neither of the following activities by the Members or the Manager will constitute a breach of each Member's or the Manager's duty of loyalty to the Company or the Members:

3.11.1 Competing with the Company in the course of the Company's business; or

3.11.2 Entering into or engaging in, for a Member's or the Manager's own account, an investment, business, transaction, or activity that is similar to the investments, businesses, transactions, or activities of the Company (a "Similar Activity") without first offering the Company or, if applicable, the Members, an opportunity to participate in the Similar Activity or having any obligation to account to the Company or, if applicable, the Members, for the Similar Activity or the profits from the Similar Activity.

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

ARTICLE 4.
MEMBER MEETINGS

4.1 Annual Meeting. An annual meeting of the Members may be held at a time, date, and place specified by the Manager and communicated by notice to the Members. At such annual meeting, the Members shall transact all business which is properly brought before the meeting.

4.2 Special Meetings. A special meeting of the Members shall be held if the Manager requests such meeting by providing notice of the time, date, place, and purpose of the meeting to all Members. A special meeting of the Members shall be held if any Member requests such meeting by providing notice of the time, date, place, and purpose of the meeting to all Members. All special meetings shall be held at the time, date, and place designated by the Manager as specified in the prepared by the Manager. In the event a Member requests a special meeting, the date of such meeting shall be set not more than thirty (30) days after receiving notice of the Member's request.

4.3 Notice of Meeting. Notice of the time, date, and place of each Member meeting shall be mailed 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 time, date, place, and purpose for which the meeting is called.

4.4 Record Date. The persons entitled to notice of a Member meeting shall be determined on the date on which the notice of the meeting was first mailed or otherwise delivered to the Members.

4.5 Quorum. The presence, in person or by proxy, of Members holding at least 50% of the Units shall constitute a quorum.

4.6 Proxies. A Member may be represented at a meeting by a person or entity holding such Member's written proxy.

4.7 Voting. On each matter requiring action by the Members, each Member shall be entitled to one vote for each Unit. Unless otherwise provided in this Agreement, the Approval of the Members shall be required to take any action.

4.8 Meetings of All Members. Notwithstanding any other provision of this Agreement, if all of the Members 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.

4.9 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 all of the Members and is included in the minutes or filed with the Company's record of meetings.

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

ARTICLE 5.
ACCOUNTING AND RECORDS

5.1 Books of Account. The Company's books and records, a register showing the names and addresses of the Members and the respective interests held by each of them, and a copy of this Agreement shall 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.

5.2 Accounting Reports. Each member will be furnished with copies of internally prepared financial statements of the Company as soon as practical after the end of each fiscal year of the Company.

5.3 Tax Returns. The Manager shall cause all required federal and state income tax returns for the Company to be prepared and timely filed with the appropriate authorities. As soon as practical after the end of each taxable year each Member shall be furnished a statement, suitable for use in the preparation of the Member's income tax return, showing the amounts of any distributions, contributions, gains, losses, profits, or credits allocated to the Member during such fiscal year.

5.4 Fiscal Year; Taxable Year. The fiscal year and taxable year of the Company is the calendar year.

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

5.6 Partnership Representative. The Manager shall select the "Partnership Representative" who shall have the sole authority to act on behalf of, and bind, the Company and the Members in an administrative or judicial tax proceeding pursuant to Section 6223 of the Internal Revenue Code. The Partnership Representative is authorized and required to represent the Company, at the Company's expense, in connection with all examinations of the Company's affairs by tax authorities, including resulting judicial and administrative proceedings, and to expend Company 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 Manager. The Partnership Representative for the LLC shall be Keith C. Neaman.

5.6.1 To the fullest extent permitted under Oregon law, as such law exists or may hereafter be amended, the Company and the Members shall defend, indemnify, and hold harmless the Partnership Representative against any and all claims and liabilities to which such Partnership Representative has or shall become subject by reason of serving or having served as such Partnership Representative or by reason of any action alleged to have been taken, omitted, or neglected by such Partnership Representative.

ARTICLE 6.
ALLOCATIONS AND DISTRIBUTIONS

6.1 Definitions. Capitalized terms used in this Article 6 have the meanings given in Appendix A and Appendix B.

6.2 Allocation of Profits and Losses. Subject to the special allocations and limitations set forth in Section 6.4 and Appendix B, the Profits and Losses of the Company for each Allocation Period will be allocated among the Members as follows:

6.2.1 Losses. Losses will be allocated among the Members as follows:

6.2.1.1 Losses will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

6.2.1.2 The Losses allocated pursuant to Section 6.2.1.1 may not exceed the maximum amount of Losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Allocation Period. If some, but not all, of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 6.2.1.1, the limitation set forth in this Section will be applied on a Member-by-Member basis so as to allocate the maximum permissible Losses to each Member under Treasury Regulation § 1.704-1(b)(2)(ii)(d).

6.2.1.3 All Losses in excess of the limitations set forth in Section 6.2.1.2 will be allocated to those Members (if any) that have a positive Capital Account Balance and allocated among them pro rata in proportion to their respective positive Capital Account balances,

and thereafter to all the Members in accordance with their interests in the Company as determined by Manager in his or her reasonable discretion.

6.2.2 Profits. Profits will be allocated among the Members as follows:

6.2.2.1 First, Profits will be allocated to each Member that previously has been allocated Losses pursuant to Section 6.2.1 that have not been fully offset by allocations of Profits pursuant to this Section ("Unrecovered Losses") until the cumulative amount of Profits allocated to each such Member pursuant to this Section is equal to the cumulative amount of Losses previously allocated to that Member. Profits allocated pursuant to this Section will be allocated among such Members pro rata in proportion to their respective Unrecovered Losses.

6.2.2.2 Next, all remaining Profits will be allocated to the Members pro rata in proportion to their respective Membership Percentages.

6.2.3 Distributions to Members. At the discretion of the Manager, the Company shall make cash distributions to the Members to enable them to pay taxes on income of the Company. Specifically, the company shall distribute during each fiscal year an amount to be determined by the Company's CPA, in the CPA's discretion, of the taxable income of the Company for that year. Distributions shall be paid quarterly during times that coincide the extent possible with the Members' payment of estimated taxes, and the amount of each distribution must be based on the anticipated taxable income of the Company for the fiscal year of the distribution. The Company's obligation to make distributions to pay taxes is subject to the restrictions governing distributions under the LLC Act.

6.3 Distribution of Net Cash Flow.

6.3.1 General. Except as expressly provided in Section 6.3.2, and except for liquidating distributions in accordance with Article 8, the Net Cash Flow of the Company, if any, will be distributed to the Members at such times and in such amounts as determined by the Manager, with the Approval of the Members. All distributions of Net Cash Flow will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

6.3.2 Tax Draws. At the discretion of the Manager, the Manager may cause the Company to make quarterly distributions (timed to coincide with the due dates for payments of federal income tax estimates) in an amount equal to 42 percent of the Company's net taxable income or gain for federal income tax purposes (or an estimate of the taxable income or gain as determined by the Manager) for each fiscal year. Those distributions ("Tax Draws") will be allocated among the Members in the manner (determined or estimated by the Manager) that the Company's taxable income or gain will be allocated among the Members for the fiscal year. The Manager may adjust the percentage to be distributed as Tax Draws to reflect changes in the maximum marginal tax rates (but, in all cases, the percentage will be applied uniformly to all Members).

6.4 Special Allocations and Limitations. The Members intend that in general all allocations of Profits and Losses will be pro rata as described in Section 6.2. However, in order to comply with federal income tax regulations regarding the substantial economic effect of Company allocations, in the special circumstances described in such provisions, all allocations of Company

Profits or Losses are subject to the special allocations and limitations described in Appendix B to this Agreement.

6.5 Allocations for Income Tax (But Not Capital Account) Purposes.

6.5.1 Contributed Property. If a Member contributes property with an initial Gross Asset Value that differs from its adjusted basis for federal income tax purposes ("Adjusted Tax Basis") at the time of contribution, then income, gain, loss, and deductions with respect to the property will, solely for federal income tax purposes, be allocated among the Members in accordance with Internal Revenue Code (IRC) § 704(c)(1)(A) and Treasury Regulation § 1.704-1(b)(2)(iv)(d) so as to take account of any variation between the Adjusted Tax Basis of the property to the Company and its Gross Asset Value at the time of contribution.

6.5.2 Revalued Property. If the Gross Asset Value of any Company asset is adjusted pursuant to the definition of *Gross Asset Value* (set forth in Appendix 6.6 to this Agreement), subsequent allocations of income, gain, loss, and deduction with respect to that asset will, solely for federal income tax purposes, take account of any variation between the Adjusted Tax Basis of the asset and its Gross Asset Value in the same manner as under IRC § 704(c) and the Treasury Regulations under IRC § 704(c).

6.5.3 Allocation Methods. Any elections or other decisions relating to allocations pursuant to Section 6.5.1 or 6.5.2 will be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement.

6.5.4 Distributions of Contributed Property.

6.5.4.1 Pursuant to IRC § 704(c)(1)(B), if any contributed property is distributed by the Company to any Member other than to the contributing Member within seven years of being contributed, then, except as provided in IRC § 704(c)(2), the contributing Member will, solely for federal income tax purposes, be treated as recognizing gain or loss from the sale of that property in an amount equal to the gain or loss that would have been allocated to that Member under IRC § 704(c)(1)(A) if the property had been sold at its fair market value at the time of the distribution.

6.5.4.2 If the Company makes any distribution of property (other than money) to a Member within seven years after that Member contributed property (other than money) to the Company, the Member will, solely for federal income tax purposes, be treated as recognizing gain in an amount equal to the lesser of:

6.5.4.2.1. the excess (if any) of the fair market value of the property (other than money) received in the distribution over the adjusted basis of the Member's membership interest immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution; or

6.5.4.2.2. the Member's Net Precontribution Gain (as defined in IRC § 737(b)). The Net Precontribution Gain means the net gain (if any) that would have been recognized by the distributee Member under IRC § 704(c)(1)(B) if all property that had been contributed to the Company within seven years of the distribution, and was held by the Company

immediately before the distribution, had been distributed by the Company to another Member. If any portion of the property distributed consists of property that had been contributed by the distributee Member to the Company, then that property will not be taken into account under Section 6.5.4.2 and will not be taken into account in determining the amount of the Net Precontribution Gain. If the property distributed consists of an interest in an entity, the preceding sentence will not apply to the extent that the value of the interest is attributable to the property contributed to the entity after the interest had been contributed to the Company.

6.5.5 Recapture. All recapture of income tax deductions resulting from the sale or disposition of Company property will be allocated to the Members to whom the deduction that gave rise to such recapture was allocated under this Agreement to the extent that such Member is allocated any gain from the sale or other disposition of that property.

6.5.6 Effect of Tax Allocations. Allocations pursuant to Section 6.5 are solely for purposes of federal, state, and local income taxes and will not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, or distributions pursuant to any provision of this Agreement.]

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

6.7 Transfer of Units During Fiscal Year. If, after compliance with the requirements of Article 7, any Member during any fiscal year of the Company transfers any Units by sale, exchange, transfer, assignment, gift, death, or operation of law, or in any other manner, the Profits or Losses of the Company allocable to the transferred Units will be prorated between the transferor and the transferee in accordance with the number of days during the fiscal year that each party owned the Units; but the Profits or Losses realized by the Company from an insurance recovery or a condemnation award will be allocated to the owner of the Units on the date the transaction is taken into consideration under the LLC's method of accounting.

6.8 Tax Consequences. It is understood that Members may have varying tax consequences relating to distributions from the Company, and the Company makes no representations, warranties, or promises relating to the tax obligations or consequences of any Member.

ARTICLE 7.
TRANSFERS OF INTEREST

7.1 Permitted Transfers. Notwithstanding any other provision of this Agreement, the Members agree that the following transfers shall be permitted transfers and shall not be deemed a transfer restricted under this Agreement:

7.1.1 Any transfer from one existing Member of the Company to another existing Member of the Company.

7.1.2 Any transfer from an individual Member to a trust of which the individual Member is the trustor or for the benefit of the Member, so long as (i) such Member provides the

Company with a Certification of Trust that complies with Oregon law, (ii) such trust becomes a signatory to this Agreement and (iii) upon any distribution of Units by a Member trust to beneficiaries, such beneficiaries become signatories to this Agreement. The transfer of Units to the beneficiaries of any Member trust may be done through any method consistent with such Member's estate planning, including but not limited to outright gift, sale, or bequest in a will or trust.

7.2 Security Interest in Member's Units as Collateral. A Member shall not be allowed to grant a security interest in such Member's Units as collateral for a loan unless such Member has previously obtained the Approval of the Members. Such security interest shall: (a) include only the Member's right to receive distributions; (b) not act in any way to encumber any Company property; and (c) only encumber the Member's Units in the Company. Such consent shall not be unreasonably withheld. In the event that a Member requests such consent, such Member shall pay all of the Company's and remaining Members' expenses incurred in determining whether consent should be granted, including but not limited to the costs for attorney fees, accounting fees, title reports, UCC reports, credit reports, review and verification of credit applications, document preparation, and recording fees, if any.

7.3 Restriction on Sale and Transfer. Except as otherwise specifically provided herein, this Agreement is personal to the named Members and none of them, individually, jointly, as trustor, trustee, or beneficiary of a trust shall in any manner or by operation of law sell, exchange, assign, pledge, give, or otherwise transfer or encumber all or any part of any interest in this Company without obtaining the prior written consent of Members owning a Majority of the Membership Units of the LLC. Under this Agreement, the word "transfer" means the voluntary or involuntary, direct or indirect, sale, transfer, license, sublease, *inter vivos* transfer, testamentary disposition, or other disposition of a Member's Units, including but not limited to any change in ownership as a result of insolvency, bankruptcy, operation of law, or otherwise, and any change in ownership upon the death of a Member by will, declaration, transfer in trust, or under the laws of intestate succession of any state. It is expressly agreed by each Member that no Member shall make or enter into any agreement or contract with a third party or make any will, trust agreement, deed, or gift which would tend to amend, alter, abrogate the provisions, or act in contravention of the terms of this Agreement. The provisions of this Agreement shall be binding upon all persons claiming the rights of any Member, including but not limited to the spouse, heirs, personal representatives, administrators, trustees, trustors, creditors, and beneficiaries of any trust of any Member.

7.4 Events Requiring Sale of Membership Units of a Member. The following shall govern voluntary and mandatory sales of Units by Members:

7.4.1 *Deadlock.* If any disagreement shall arise among the Members creating a deadlock in decision making relating to the operations of the Company, thus hindering the ability to carry on the business of the Company, the disagreement shall be resolved in accordance with the dispute resolution provisions of this Agreement. If any Member of this Company is unwilling to abide by the decision obtained through the dispute resolution process relating to a deadlock or otherwise, then such dissenting Member shall offer the Member's Units in the Company to the Company and the remaining Members for the fair market value of such dissenting Member's Units without deduction for minority status or lack of marketability.

7.4.2 *Desire to Sell/Death of a Member.* If any Member desires to no longer be a Member of the Company or to sell such Member's Units, then such Member shall offer such Member's Units in the Company to the Company and the remaining Members for the fair market value of such Units, without deduction for minority status or lack of marketability. Upon the death of any Member or the grantor of any trust that is a Member, the Units owned by such Member shall be offered to the Company and the remaining Members for the fair market value of such Units, without deduction for minority status or lack of marketability.

7.4.3 *Divorce of Members.* In the event that either Keith Neaman or Emily Neaman files for divorce, Keith Neaman, individually or through any trust or other entity owned or controlled by him, shall have the exclusive right to purchase all Units owned by Emily Neaman, and any trust to which Emily is the trustor, and Emily shall sell any such Units to Keith or any trust or other entity controlled owned or controlled by him. The purchase price for the Units in such event shall be determined pursuant to Section 7.5 and payment of the purchase price shall be pursuant to Section 7.7 below.

7.4.4 *Other Events Requiring Sale.* Upon the occurrence of any of the following events relating to any Member, such Member shall offer to sell the Member's Units in the Company to the Company and the remaining Members for the fair market value of such Member's Units, with deduction for minority ownership and lack of marketability: (a) the Member makes an assignment for the benefit of creditors; (b) the Member files a voluntary petition for bankruptcy; (c) the Member is adjudicated a bankrupt or insolvent; or (d) the Member files a petition or answer seeking for the Member any reorganization, arrangement for the benefit of creditors, composition of debts and assets, readjustment of debts and assets, liquidation of assets, or dissolution of marriage or similar relief under any statute, law or regulation.

7.5 Valuation of Units of a Member. In every instance involving the voluntary or mandatory purchase or sale of Units in this Company, if the parties cannot agree on the fair market value with or without discount for minority ownership and/or marketability of the Company Units of any Member whose Units must be voluntarily or mandatorily sold as described above, then the fair market value issue, with or without discount for minority ownership or marketability, shall be resolved in accordance with the dispute resolution provisions in this Agreement. The decision obtained through the dispute resolution procedure shall be binding on the parties. Such fair market value with or without discount, as the case may be, is referred to herein as the "Purchase Price."

7.6 Options to Purchase Units of a Member. In every instance involving the voluntary or mandatory purchase or sale of Units in this Company and after the fair market value with or without discounts for minority ownership and/or marketability has been determined by agreement or through the dispute resolution procedure established in this Agreement, then:

7.6.1 *First Option to Company.* For a period not exceeding sixty (60) days from the date a Purchase Price for the Units has been determined, the Company shall have the option to purchase such Units, which option may be exercised by giving written notice of the Company's intent to purchase such Units at the Purchase Price which shall be paid pursuant to the terms provided in this Agreement to the transferring Member or the transferring Member's estate, and shall be secured by the Units so transferred.

7.6.2 *Second Option to Non-transferring Members.* If the Company does not exercise its right to purchase Units as provided above, the remaining Members, jointly or severally, shall have the option to purchase all such Units at the Purchase Price determined pursuant to the terms of this Agreement. The non-transferring Members shall provide written notice of intent to exercise their option at any time within sixty (60) days following the last date by which the Company may give notice of its intent to exercise such rights. If more than one non-transferring Member desires to purchase all or any portion of such Units, such Units shall be purchased by such non-transferring Members in proportions upon which they agree or, in the absence of some other agreement among the non-transferring Members, in proportion to the existing Units of each non-transferring Member.

7.7 Payment for Member's Units. The Company or the remaining Members, as the case may be, in their sole discretion, shall choose one of the following methods for payment of the Purchase Price for a Member's Units purchased pursuant to this Agreement:

7.7.1 In cash within 30 days of the exercise of the option to purchase; or

7.7.2 In monthly installments amortized over a period of 10 years, including interest on the unpaid balance at the rate of 5% per annum, with no penalty for prepayment. If such deferred payment is opted by either the Company or the remaining Members, such Purchase Price shall be memorialized by an installment note of the Company or the non-transferring, purchasing Members, payable to the transferring Member or the transferring Member's estate. The installment note shall be secured by the Units purchased by the Company or the remaining Members, as the case may be; and the entire balance due on such installment note shall be due and payable in full upon the sale of all or substantially all of the Company assets unless the sale is part of a tax deferred exchange.

7.8 Substituted Parties. Except in the case of permitted transfers defined in Section 7.1, upon any transfer of Units, the transferee shall not become a fully substituted Member with full membership rights unless and until: (a) the transferee is approved as a substitute Member by the remaining Members holding all of the remaining Units; (b) the transferee delivers to the Company any and all personal financial statements or other information requested by the Company; (c) the transferee pays for any credit reports requested by the Company; (d) the transferee pays for all legal documentation necessary to effectuate the transfer, including legal costs of the Company; and (e) the transferee executes and delivers to the Company all documents necessary or appropriate in the opinion of counsel for the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement.

7.8.1 Upon any transfer of Units in which the transferee is not admitted as a substitute Member, the Units held by such transferee shall not include any right to participate in management of the Company, including any right to vote, consent to, or approve any actions of the the Manager and shall not include any right to information about the Company, its operations, or its financial condition. In addition, if the transferee is not admitted as a substitute Member, the transferee shall be allocated distributions for tax purposes, but the distribution of funds to such Member shall not be made. Such funds shall be held in a suspense account by the Company until such time as such transferee is admitted as a substitute Member or upon dissolution of the Company. Following any transfer to a transferee who is not admitted as a substitute Member, the

transferring Member's power and right to vote or consent to any matters submitted to the Members and to receive any distributions shall be terminated; and any Units of the remaining Members for purposes only of such votes, consents, and participation in management shall be proportionately increased until such time, if any, as such transferee becomes admitted as a substitute Member.

7.9 Failure to Exercise Option. If neither the Company nor the non-transferring Members agree to purchase the Units of a Member who offers to or is required to offer to sell such Member's Units to the Company and/or the remaining Members as provided above, the restrictions of this Agreement on transfer of such Units shall be removed; except that: (a) such Units shall not be sold or transferred in any way to any third party for a purchase price less than the Purchase Price determined under Section 7.5; (b) such Units shall not be sold on terms more favorable to the purchaser than those provided in Section 7.7; (c) the rights of the transferee of such Units shall be restricted as provided in Section 7.8; and (d) if such Units are not sold by such Member within one (1) year of the determination of the Purchase Price pursuant to the provisions of this Agreement, then the provisions and restrictions of this Agreement relating to the transfer of Units shall apply, and the options of the Company and the remaining Members shall be reinstated.

ARTICLE 8.
DISSOLUTION AND WINDING UP OF THE LLC

8.1 Dissolution. Except as otherwise provided in this Agreement, the Company shall be dissolved: (a) at the time, if any, for dissolution specified in the Articles of Organization; (b) within four (4) years of the sale, transfer, or other disposition of all of the assets of the Company unless otherwise agreed by the Members; or (c) upon the approval of all the Members. Notwithstanding the foregoing, if such dissolution would constitute an event of default of any contractual obligation of the Company, then the Company shall not be dissolved.

8.2 Winding Up. Upon the dissolution of the Company, the assets or the proceeds of the sale of such assets shall be applied, distributed, and allocated as promptly as is commercially reasonable in the following order:

8.2.1 To the payment and discharge of the expenses of liquidation.

8.2.2 To the payment and discharge of all of the debts and liabilities of the Company to persons or organizations other than the Members.

8.2.3 To the payment and discharge of any debts and liabilities to Members.

8.2.4 To the Members in the amount of the positive balances in their respective capital accounts on the date of distribution. If the amount available for such distribution to the Members is insufficient to bring all their positive capital account balances to zero, then payment shall be made on a pro-rata basis to all the Members in the same proportion that the positive balance in the capital account of each Member bears to the aggregate amount of the positive balances in the capital accounts of all Members.

8.2.5 Any proceeds remaining shall be distributed to the Members on a pro rata basis in proportion to their Units.

8.3 Tax Consequences. It is understood that the Members may have varying consequences relating to distributions upon liquidation of the Company, and the Company makes no representations, warranties, or promises relating to the tax obligations or consequences of any Member. To the extent of any negative capital account after distribution of all liquidation proceeds relating to any Member, the Company shall release the Member from the obligation of repaying the negative capital account; and the Member shall be responsible for paying any tax liability that may result therefrom.

ARTICLE 9
MISCELLANEOUS

9.1 Amendments. Any proposed amendment of this Agreement will be adopted and become effective as an amendment only upon the written approval of all of the Members. The Manager may not amend or repeal the provisions of this Agreement.

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

9.3 Dispute Resolution.

9.3.1 *Mediation*. In the event there is any dispute between the parties to this Agreement relating in any way to this Agreement, the parties must mediate any such dispute before commencing any legal action. No party to this Agreement can bring legal action against the other party without first participating in mediation, unless one party refuses to submit to mediation and legal action is brought to specifically enforce this mediation provision of this Agreement. If the parties cannot agree upon the person to act as the mediator, then the Arbitration Service of Portland, Inc., will select a person to act as the mediator. The mediator's charges and expenses shall be split by the parties in proportion to their ownership interest. Mediation fees and costs do not include each party's attorney fees and costs. Each party shall be responsible for their own attorney fees and costs at mediation.

9.3.2 *Arbitration*. Should the dispute not be resolved by mediation, the parties agree to submit any dispute between the parties relating in any way to this Agreement to binding arbitration with the Arbitration Service of Portland, Inc., and shall utilize such service's rules of procedure. If the parties cannot agree upon an individual to act as the arbitrator, then the Arbitration Service of Portland, Inc., shall select a person to act as the arbitrator. If the dispute goes to arbitration, the prevailing party shall be entitled to such party's attorney's fees and costs incurred in the arbitration process. The decision of an arbitrator shall be final and not subject to any appeal and shall be enforceable in a court of competent jurisdiction. The arbitrator shall have no power to make any award inconsistent with or contrary to the terms and provisions of this Agreement. Upon motion of any party to an arbitration proceeding pursuant to the provisions of this document, the arbitrator may release all the parties from the arbitration, terminate arbitration proceeding, and allow the moving party to file for relief in the Circuit Court of Marion County for the State of Oregon if the arbitrator finds that there is a necessary party to the arbitration proceeding who is not subject to the jurisdiction of the arbitrator or that this dispute resolution paragraph is deemed to be unenforceable as to any party. **To the extent that any action is brought in litigation for the enforcement of the terms of this Agreement, the parties agree to waive any right to a**

jury trial and instead consent to have any such action decided by a judge sitting alone in a bench trial.

9.4 Governing Law. This Agreement shall be governed by the law of Oregon.

9.5 Headings. Headings in this Agreement are for convenience only and shall not affect its meaning.

9.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.

9.7 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 any third party, including creditors of the Company, except as otherwise provided by applicable law.

9.8 Representation of Counsel. This Agreement was prepared by Garrett Hemann Robertson P.C., which represents the Company only in this matter. Although the law firm represents or may have represented one or more of the Members of the Company in the past, it is not representing any such Members, individually or jointly, in the preparation of this Agreement. Each Member specifically consents to the representation by such law firm and waives any and all potential or perceived conflict relating to such representation. Each Member agrees that, if such law firm possesses any secrets or confidential information relating to such Member, that Member waives the attorney-client confidentiality relating to said confidences and secrets. Each Member of this Company acknowledges that such Member has been advised of these facts, and has the right to and is encouraged to seek independent legal counsel of such Member's choice regarding such Member's rights and obligations, individually and as a trustee, under this Agreement. Each Member acknowledges each Member's right to negotiate the terms of this Agreement, and agrees that, although this Agreement was drafted by attorneys for the Company, it shall not be interpreted or construed against any party.

ADOPTED May 15, 2023

EMILY A. NEAMAN AND KEITH C. NEAMAN, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE KEITH NEAMAN TRUST, DATED AUGUST 22, 2019, AND ANY AMENDMENTS THERETO

By: _____
Keith C. Neaman, Trustee

By: _____
Emily A. Neaman, Trustee

EMILY A. NEAMAN AND KEITH C. NEAMAN, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE EMILY NEAMAN TRUST, DATED AUGUST 22, 2019, AND ANY AMENDMENTS THERETO

By: _____
Keith C. Neaman, Trustee

By: _____
Emily A. Neaman, Trustee

SCHEDULE 1.8

Member Name	Member Address	Description of Contribution	Membership Units	%
Emily A. Neaman and Keith C. Neaman, Trustees, or their successors in Trust, under the Keith Neaman Trust, dated August 22, 2019, and any amendments thereto	6690 Chakarun Lane SE Salem, OR 97306	Creditworthiness, a bundle of contract rights, development concepts and reputation	50	50%
Emily A. Neaman and Keith C. Neaman, Trustees, or their successors in Trust, under the Emily Neaman Trust, dated August 22, 2019, and any amendments thereto	6690 Chakarun Lane SE Salem, OR 97306	Creditworthiness, a bundle of contract rights, development concepts and reputation	50	50%
TOTAL			100	100%

APPENDIX A

6.6.1 *Adjusted Capital Account Deficit* means 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 Company Minimum Gain and Member Non-recourse 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).

6.6.2 *Adjustment Items* means adjustments, allocations, and distributions described in Treasury Regulation §§1.704-1(b)(2)(ii)(d)(4), (5), and (6).

6.6.3 *Capital Account* means the account maintained for each Member pursuant to Section 2.5.

6.6.4 *Company Minimum Gain* means, as of any date, the amount of gain, if any, that would be recognized by the Company for federal income tax purposes, as if it disposed of property in a taxable transaction on that date in full satisfaction of any non-recourse liability secured by the property, computed in accordance with Treasury Regulation §1.704-2(d)(1).

6.6.5 *Member Non-recourse Debt* has the same meaning as "partner non-recourse debt" set forth in Treasury Regulation §1.704-2(b)(4).

6.6.6 *Member Non-recourse Debt Minimum Gain* means an amount, with respect to each Member non-recourse Debt, equal to the Company Minimum Gain that would result if such Member Non-recourse Debt were treated as a non-recourse Liability, determined pursuant to Treasury Regulation §1.704-2(i)(2) and (3).

6.6.7 *Member Non-recourse Deductions* has the same meaning as "partner non-recourse deductions" set forth in Treasury Regulation §1.704-2(i)(2). The amount of Member non-recourse Deductions with respect to a Member non-recourse Debt for a Company fiscal year equals the excess, if any, of" (A) the net increase, if any, in the amount of the Company minimum Gain attributable to such Member Non-recourse 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 Non-recourse Debt to the extent the distributions are from proceeds of the Member Non-recourse Debt and are allocable to an increase in Member Non-recourse Debt Minimum Gain attributable to the Member Non-recourse Debt, determined pursuant to Treasury Regulation §1.704-2(i).

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

6.6.9 *Non-recourse Liability* has the meaning set forth in Treasury Regulation §1.704-2(b)(3).