

**OPERATING AGREEMENT
OF
MTB3 QOZB LLC**

(An Oregon Limited Liability Company)

THIS OPERATING AGREEMENT ("Agreement") dated as of 9/07/2024, is made and entered into by and between TBW QOF LLC and BTW QOF LLC (each, a "Member" or collectively, the "Members") and MTB3 QOZB LLC, an Oregon limited liability company (the "Company").

**ARTICLE I.
GENERAL PROVISIONS**

Section 1.1 Purposes. The purpose of the Company is to function as a Qualified Opportunity Zone Business for the primary purpose of making investments (the "Investments") in businesses and property that are in Opportunity Zones and are qualified under the Tax Cuts and Jobs Act of 2017 (the "TCJA") and the TCJA-modified I.R.C. §1400Z for special federal tax treatment. Pursuant to the TCJA, the Company must invest 70% of its assets in Qualified Opportunity Zone Property (as defined by the TCJA), which may consist of newly issued partnership interest or stock of a Qualified Opportunity Zone Business (as defined by the TCJA) or Qualified Opportunity Zone Business Property as defined in the TCJA ("QOZBP"), which includes: (1) tangible property such as real estate or equipment, acquired from an unrelated party after December 31, 2017; (2) during "substantially all" of the holding period of the property, the property must be used within an Opportunity Zone, and (3) either the "original use" of the property must begin with the QOZB, or the QOZB must "substantially improve" the property within 30 months. Additionally, the Company shall develop and implement a 31 month plan for deploying working capital into QOZBP that complies with the working-capital safe harbor provisions of the TCJA. The Company must generate at least 50% of its total gross income from the active conduct of a qualifying trade or business by meeting any of the four criteria set forth by the IRS: **1.** That at least fifty percent (50%) of the hours of the Company's employees and subcontractors are provided from within a Qualified Opportunity Zone (QOZ); **2.** That at least fifty percent (50%) of the compensation of the Company's employees and subcontractors are paid inside a QOZ; **3.** That the tangible property of the trade or business is located in a QOZ or returns to the QOZ during non-business hours and the management or operational functions performed in the QOZ are necessary for generating at least 50% of the gross income of the Company; or **4.** That based on a facts and circumstances test, at least 50% of the gross income of a QOZB is derived from the active conduct of a trade or business in the QOZ. The Company must use a substantial part of its intangible property in the active conduct of any such business. The Company must not have more than 5% of the average of the total unadjusted basis of its property in nonqualified financial property, which is debt, stock, partnership interests, options, futures contracts, forward contracts, warrants, notional principal contracts, annuities, and other similar property, but which does not include reasonable amounts of working capital held as cash, cash equivalents, or debt instruments with a term of 18 months or less. The Company shall not own or operate a private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for

gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises. So long as the Company complies with the foregoing, the Company may engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

Section 1.2 *Principal Office.* The principal office and place of business of the Company shall be maintained at such place as the Members may designate from time to time.

Section 1.3 *Registered Office and Agent.* The registered office and registered agent of the Company in Oregon shall be as provided in the Articles of Organization or as the Members may designate from time to time.

Section 1.4 *Books and Records.* At all times during the continuation of the Company, the Managers shall keep or cause to be kept true and full books of account and all other records necessary for recording the Company's business and affairs and in compliance with applicable laws.

Section 1.5 *Fiscal Year.* The fiscal year of the Company shall be the calendar year or such other period designated by the Members.

ARTICLE II. OWNERSHIP, CAPITAL AND CONTRIBUTIONS

Section 2.1 The Members shall have the percentage interest in the Company and have contributed to the Company as set forth on Schedule A. The Members may make capital contributions to the Company at such times and in such amounts as may be accepted by the Company. All capital contributions other than cash shall be valued at their fair market values as of the date of contribution. No Member shall have any obligation to make additional capital contributions to the Company.

ARTICLE III. ACCOUNTING

Section 3.1 *Capital Accounts.* An individual capital account shall be established, adjusted and maintained for each Member in accordance with acceptable accounting principles and the requirements or allowances of any applicable federal and state tax laws.

Section 3.2 *Loans to the Company.* The amount of any loan made to the Company by a Member shall not be considered a contribution to capital of the Company nor shall the making of such loan entitle such Member to an increased share of the profits or losses of the Company. All such loans shall be appropriately recorded and shall bear interest at the rate, and be subject to the other terms, agreed to by the lending Member and the Company.

Section 3.3 *Allocation of Profits and Losses.* Net profits and losses of the Company for any year shall be allocated among the Members in accordance with their respective capital accounts, subject to (a) any special allocations agreed upon by the Members and (b) any applicable federal and state tax laws.

Section 3.4 *Regular Distributions.* The Company shall make distributions to the Members at such times and in such amounts as the Members shall determine, subject to the requirements or allowances of any applicable federal or state tax laws.

ARTICLE IV. MEMBERS, MEETINGS AND ACTION

Section 4.1 *Meetings.* Meetings of the Members may be called at any time by any Manager and shall be called by the Managers pursuant to the written request of Members holding not less than fifty-one percent (51%) of the interests in the capital accounts of the Company.

Section 4.2 *Notice of Meetings.* Written notice stating the date, time and place of the meeting shall be given by the Manager or Managers calling the meeting to each member not less than ten (10) nor more than sixty (60) days before the date of any meeting of the Members and such notice need not specify the purpose for which the meeting is called. When a meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment.

Section 4.3 *Waiver of Notice.* Any Member may waive notice of any meeting before, during or after the meeting. The waiver must be in writing, signed by the Member and delivered to the Company for inclusion in the minutes or filing with the Company's records. A member's attendance, in person or by proxy, at a meeting (a) waives objection to lack of notice or defective notice of the meeting unless the Member or its proxy at the beginning of the meeting objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice unless the Member or its proxy objects to considering the matter before it is voted upon.

Section 4.4 *Quorum.* Members may take action on a matter at the meeting only if Members representing a majority of the percentage interests in of the Company (a "Quorum") are present in person or by proxy. Once a Member is represented for any purpose at a meeting, such Member is deemed present for Quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting. In the absence of a Quorum at the opening of any meeting of Members, such meeting may be adjourned from time to time by the vote of Members holding not less than fifty-one percent (51%) of the interests in the capital accounts of the Company cast on the motion to adjourn; and, subject to the provisions of Section 4.2, at any adjourned meeting any business may be transacted that might have been transacted at the original meeting if a Quorum exists with respect to the matter proposed.

Section 4.5 *Proxies.* Members may vote either in person or by one or more proxies authorized by a written appointment of proxy signed by the Member or by a Member's duly authorized attorney-in-fact and delivered to the Company for inclusion in the minutes or filing with the Company's records. An appointment of proxy is valid for eleven months from the date of its execution unless a different period is expressly provided in the appointment form.

Section 4.6 *Action by Members.*

(a) Except as otherwise provided herein, if a Quorum exists, action on a matter is approved if Members holding a majority percentage of the interests in the Company vote in favor of the action.

(b) Notwithstanding the foregoing provisions of this subsection, and subject to the complete authority of the Members to break any deadlock among the Managers pursuant to Section 7.5(a), no actions may be taken on any matter inconsistent with decisions by the Managers in accordance with Article VII hereof.

Section 4.7 *Unanimous Written Consent.* Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting if one or more written consents, describing the action so taken, shall be signed by all of the Members and delivered to the Company for inclusion in the minutes or filing with the Company's records.

**ARTICLE V.
INDEMNIFICATION AND EXCULPATION**

The Company shall indemnify each Member to the full extent permitted or required by law; and to the fullest extent permitted by law, no person shall be liable to the Company or its members for monetary damages for any act or omission in such person's capacity as a manager of the Company.

**ARTICLE VI.
DISSOLUTION**

In the event of a dissolution of the Company, a reasonable time shall be allowed for the orderly liquidation of the assets of the company and the discharge of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The Members shall continue to share profits or losses during the liquidation upon the same basis as before dissolution. The proceeds from liquidation of Company assets shall be applied as follows: (a) payment to creditors of the Company in the order of priority provided by law, and the establishment of a reserve for any unforeseen liabilities or obligations; and (b) distribution to the Members in accordance with their then capital account balances.

**ARTICLE VII.
MANAGEMENT; MANAGERS**

Section 7.1 *Management.* Except as expressly provided otherwise in this Agreement, the Managers shall have full, exclusive and complete authority and discretion in the management and control of the operations and affairs of the Company for the purposes herein stated. If at any time the Company does not have a Manager, all decisions affecting the operations and affairs of the Company shall be made by a majority of the Members.

Section 7.2 *Election and Term of the Managers.* The Members hereby appoint Richard Todd Boyce and such initial Manager (by their signature below) hereby accepts such appointment. Hereafter, the number of Managers of the Company shall be fixed from time to time by the affirmative vote of all of the Members, but in no instance shall there be less than one Manager. Each Manager shall serve as a Manager until the earliest to occur of (i) such person's resignation as a Manager, (ii) any event described in Section 57C-3-02(3) of the Act with respect to such Manager, or (iii) the appointment of a successor. The Members shall from time to time as they desire fill vacancies among the Managers or appoint successors to the existing Managers. Any Manager may be removed at any time with or without cause upon the vote of all of the Members, and any Manager may resign at any time upon at least thirty (30) days' prior notice to the Members. The Manager shall have the power to execute all contracts, leases and other agreements of which the Company may from time to time become a party in the ordinary course of its business, and shall make all designations or elections required or permitted to be made by the Company under this Agreement.

Section 7.3 *General Authority and Powers of the Managers; Limitations.*

(a) Except as expressly limited by Section 7.3(b) or otherwise by the provisions of this Agreement, the Managers shall have all of the powers available to Managers under the Act to take all actions in furtherance of the purposes of the Company, including, without limitation:

- (i) to expend the Company's capital and income;
- (ii) to make such investments as the Managers may from time to time select;
- (iii) to employ or retain from time to time, on such terms and for such compensation as the Managers may determine, such persons, firms or corporations as the Managers may deem advisable, including, without limitation, attorneys, accountants, bookkeepers, and financial and technical consultants;
- (iv) to execute contracts, agreements and management contracts and to decide all matters relating to financing and operating the Company;
- (v) to exercise all rights, powers and privileges of ownership with respect to any asset, property or right held by the Company;
- (vi) to borrow funds and incur obligations on behalf of the Company and to consent to the modification, renewal or extension of any obligations to the Company of any person or of any agreement to which the Company is a party or of which it is a beneficiary;
- (vii) to execute, refinance, recast, increase, modify or extend any deed, lease, deed of trust, mortgage, promissory note, bill of sale, assignment, contract or other instrument purporting to convey or encumber the real or personal property of the Company;

(viii) to adjust, compromise, settle or refer to arbitration any claim against or in favor of the Company, and to institute, prosecute and defend any actions or proceedings relating to the Company, its business and property;

(ix) to acquire and enter into any contract of insurance that the Managers deem necessary or appropriate for the protection of the Company, for the conservation of Company assets, or for any purpose convenient or beneficial to the Company, including, without limitation, policies insuring the life of any Manager;

(x) to prepare or cause to be prepared reports, statements and other relevant information for distribution to Members, including annual reports;

(xi) to open accounts and deposit and maintain funds in the name of the Company;

(xii) to make all decisions related to principles and methods of accounting and federal income tax elections;

(xiii) admit any person or entity as a Member;

(xiv) require or accept additional capital contributions from the Members;

(xv) sell, transfer, exchange or otherwise dispose of (including any transfer by mortgage, pledge, security interest or other similar encumbrance) the assets of the Company;

(xvi) merge the Company into or with another entity or convert the Company into another entity; and

(xvii) to execute, acknowledge and deliver any and all documents or instruments in connection with any or all of the foregoing.

(b) Without the written consent of all of the Members, the Managers shall not have the authority to:

(a) Perform any act in contravention of this Agreement;

(b) Possess Property of the Company or assign the Company's rights in specific Property for other than Company purposes; or

(c) enter into any transaction with any Person (or any affiliate thereof) who is an affiliate of any Member, Manager or Officer or related to any such Person by blood or marriage, except as specifically contemplated by this Agreement.

Section 7.4 *Managers' Meetings; Chairman.*

(a) Meetings of the Managers may be called at any time by any Manager, and may be held at any time and place, either within or without the State of Oregon, as shall be specified in the notice of such meeting. Written notice stating the date, time and place of the meeting shall be given to each Manager not less than two (2) nor more than fifty (50) days before the date of such meeting. Except to the extent required by law, such notice need not specify the purpose for which the meeting is called. When a meeting is adjourned to a different date, time and place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment.

(b) Any Manager may waive notice of any meeting before, during or after the meeting. The waiver must be in writing, signed by the Manager entitled to the notice and delivered to the Company for inclusion in the minutes or filing with the Company's records. A Manager's attendance at or participation in a meeting (i) waives any objection to lack of notice or defective notice of the meeting unless the Manager at the beginning of the meeting objects to holding the meeting or to transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting; and (ii) waives any objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice unless the Manager objects to considering the matter before it is voted upon.

(c) Except as otherwise provided herein, a majority of the number of Managers fixed by or pursuant to this Agreement shall constitute a quorum for the transaction of business at any meeting of the Managers, or if no number is so fixed, the majority of Managers in office immediately before the meeting begins shall constitute a quorum.

(d) A Manager who is present at a meeting of the Managers or a committee of Managers when action is taken is deemed to have assented to the action taken unless (i) such Manager objects at the beginning of the meeting to holding it or to transacting business at the meeting, or (ii) such Manager makes known a dissent or abstention from action taken at the meeting and such Manager's dissent or abstention is entered in the minutes of the meeting. Such right of dissent or abstention is not available to a Manager voting in favor of the action taken.

(e) There may be a Chairman of the Managers elected by the Managers from their number at any meeting of the Managers. The Chairman shall preside at all meetings of the Managers and perform such other duties as may be directed by the Managers.

Section 7.5 *Action by Managers.*

(a) Except as otherwise provided herein, the affirmative vote of a majority of the Managers present at a meeting at which a quorum is present shall be the act of the Managers. As used in this Agreement, the phrase "the approval of the Managers," "the consent of the Managers" and similar phrases shall mean the approval as set forth in the foregoing sentence except as expressly provided otherwise in this Agreement. Unless the Company has only one Manager serving, no single Manager shall have the authority to take any action or bind the Company in any manner, except in connection with the day-to-day operations of the Company. In the event of any

deadlock among the Managers, a majority of the Members may decide and take any action which would otherwise be taken by the Managers hereunder.

(b) Action required or permitted to be taken at a meeting of the Managers may be taken without a meeting if the action is taken by all Managers. The action must be evidenced by one or more written consents signed by each Manager before or after such action, describing the action taken, and included in the minutes or filed with the Company's records.

Section 7.6 Committees. The Managers may create committees of Managers and appoint Managers to serve on them. The creation of a committee of Managers and appointment of members to it must be approved by the greater of (i) a majority of the number of Managers in office when the action is taken or (ii) the number of Managers required to take action pursuant to Section 7.5(a). Each committee must have two or more members and, to the extent authorized by Act or specified by the Managers, shall have and may exercise all of the authority of the Managers in the management of the Company. Each committee member shall serve at the pleasure of the Managers. The provisions in this Agreement governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Managers apply to committees established under this Section.

Section 7.7 Delegation of Authority; Officers.

(a) Subject to their duties hereunder and under applicable law, the Managers may from time to time delegate to one or more persons other than Managers such authority, powers and duties as the Managers shall deem appropriate.

(b) The Managers may from time to time designate one or more individuals who are Managers and, subject to their duties hereunder and under applicable law, individuals who are not Managers, as officers of the Company. An officer so designated shall have such authority, powers and duties as the Managers shall delegate to him or her. Any two or more offices may be held by the same individual, but no officer may act in more than one capacity where action of two or more officers is specifically required by law or by the Managers to be taken by two different individuals. The officers shall serve without compensation in such capacity unless otherwise determined by the Managers. The designation of an individual as an officer does not itself create contract rights.

(c) Each officer shall hold office until such officer's death, mental incapacity, resignation or removal or until the appointment of a successor. Any officer may be removed as an officer by the Managers at any time with or without cause. An officer may resign as an officer at any time by communicating a resignation to the Company, orally or in writing. A resignation is effective when communicated unless it specifies in writing a later effective date. If a resignation is made effective at a later date, the Managers may fill the pending vacancy before the effective date provided that the successor does not take office until the effective date.

Section 7.8 Compensation and Expenses. The Company may pay to any manager compensation for any services that such Manager renders to the Company in an amount commensurate with the value of the services rendered as determined by the Members. Payment of such compensation shall require the consent of all Managers and all Members. The Company

shall reimburse the Members, the Managers and the officers for all reasonable expenses, if any, incurred in connection with the organization of this Company and in connection with the ownership, operation, and management of the Company, including such expenses as shall be incurred by the Managers in connection with the keeping of books and records and other administrative expenses.

Section 7.9 *Authentication by Manager.* This Agreement and records of the actions of the Managers or Members may be authenticated by any Manager of the Company. Any person dealing with the Company may rely conclusively upon the certificate or written statement of a Manager authenticating the Agreement and records except to the extent the person has actual knowledge that the certificate or written statement is false.

ARTICLE VIII. MISCELLANEOUS

Section 8.1 *Notices.* All notices and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given three (3) days after deposit in the United States mails if mailed by first class, certified or registered mail, postage prepaid, or on the date of delivery if delivered by overnight delivery service, hand, telegram or facsimile transmission, addressed to the Company at its principal office or to a Member at such Member's address then contained in the records of the Company. Any Member may change its notice address by giving written notice of such change to the Company.

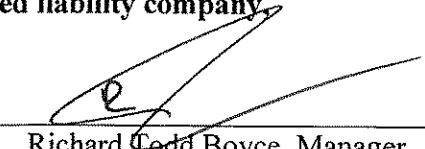
Section 8.2 *Amendments.* This Agreement may not be modified or amended except with the written consent of Members holding a majority of the percentage interests in the Company (or such greater percentage as required by law or in order to maintain the tax status of the Company), and such writing must refer specifically to this Agreement. Notwithstanding the foregoing, no provision which references the approval of a larger portion of the interests in the Company for the taking of any action may be amended without the written consent of Members holding such larger portion of such interests.

Section 8.3 *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal as of the day and year first above written.

**MTB3 QOZB LLC, an Oregon
limited liability company,**

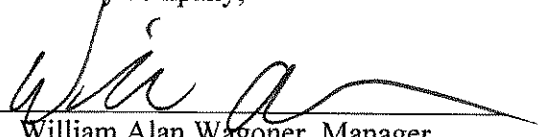
By: 
Richard Todd Boyce, Manager

INITIAL MEMBERS:

**TBW QOF LLC, an Oregon
limited liability company,**

By: 
Richard Todd Boyce, Manager

**BTW QOF LLC an Oregon
limited liability company,**

By: 
William Alan Wagoner, Manager

**SCHEDULE A
MEMBER LIST
OF
MTB3 QOZB LLC**

Name, Address and Email Address of Member	Capital Contribution	Percentage Interest
TBW QOF LLC 12700 NW Cornell Road Portland, Oregon 97229 todd@westwoodhomesllc.com	\$100.00	50.0000%
BTW QOF LLC 12700 NW Cornell Road Portland, Oregon 97229 bill@westwoodhomesllc.com	\$100.00	50.0000%

**ACTION BY UNANIMOUS WRITTEN
CONSENT OF ALL THE MANAGERS OF
MTB3 QOZB LLC**

WHEREAS, it is deemed desirable and in the best interests of this company that the following actions be taken by the Managers of this limited liability company pursuant to this Unanimous Written Consent:

NOW, THEREFORE, BE IT RESOLVED that, pursuant to applicable law, the undersigned, being all of the Managers of this limited liability company, hereby consent to, approve, and adopt the following:

1. RESOLVED, that a primary purpose of the company is to be considered a qualified opportunity zone business as defined under Treas. Reg. §1.1400Z2(a)-1(b)(29) and to either meet the definition of qualified opportunity zone stock (as defined by Treas. Reg. §1.1400Z2(a)-1(b)(33)) or the definition of qualified opportunity zone partnership interest (as defined by Treas. Reg. §1.1400Z2(a)-1(b)(31)).
2. RESOLVED, that the company will take all actions required of it, for as long as it is has as one of its owners a qualified opportunity fund, to comply with the requirements to be a qualified opportunity zone business as defined by the Tax Cuts and Jobs Act (the "TCJA") as attached hereto as Exhibit "A" and Treas. Reg. §1.1400Z2(a)-1(b)(29)) and to be considered either qualified opportunity zone stock (as defined by Treas. Reg. §1.1400Z2(a)-1(b)(33)) or a qualified opportunity zone partnership interest (as defined by Treas. Reg. §1.1400Z2(a)-1(b)(31)). Pursuant to the TCJA, the Company must invest 70% of its assets in Qualified Opportunity Zone Property (as defined by the TCJA), which may consist of newly issued partnership interest or stock of a Qualified Opportunity Zone Business (as defined by the TCJA) or Qualified Opportunity Zone Business Property as defined in the TCJA ("QOZBP"), which includes: (1) tangible property such as real estate or equipment, acquired from an unrelated party after December 31, 2017; (2) during "substantially all" of the holding period of the property, the property must be used within an Opportunity Zone, and (3) either the "original use" of the property must begin with the QOZB, or the QOZB must "substantially improve" the property within 30 months. Additionally, the Company shall develop and implement a 31-month plan for deploying working capital into QOZBP that complies with the working-capital safe harbor provisions of the TCJA. The Company must generate at least 50% of its total gross income from the active conduct of a qualifying trade or business by meeting any of the four criteria set forth by the IRS: **1.** That at least fifty percent (50%) of the hours of the Company's employees and subcontractors are provided from within a Qualified Opportunity Zone (QOZ); **2.** That at least fifty percent (50%) of the compensation of the Company's employees and subcontractors are paid inside a QOZ; **3.** That the tangible property of the trade or business is located in a QOZ or returns to the QOZ during non-business hours and the management or operational functions performed in the QOZ are necessary for generating at least 50% of the gross income of the Company; or **4.** That based on a facts and circumstances test, at least 50% of the gross income of a QOZB is derived

from the active conduct of a trade or business in the QOZ. The Company must use a substantial part of its intangible property in the active conduct of any such business. The Company must not have more than 5% of the average of the total unadjusted basis of its property in nonqualified financial property, which is debt, stock, partnership interests, options, futures contracts, forward contracts, warrants, notional principal contracts, annuities, and other similar property, but which does not include reasonable amounts of working capital held as cash, cash equivalents, or debt instruments with a term of 18 months or less. The Company shall not own or operate a private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

3. RESOLVED, that the company will perform a twice annual asset test by completing the QOZB portions of the Compliance Checklist attached hereto as Exhibit "B".
4. RESOLVED, that the company will timely file any IRS or state tax form required to be filed by a qualified opportunity zone business, for each year required and for as long as necessary for every direct or indirect owner of the company to receive the tax benefits provided under IRC §1400Z-2 and related regulations.
5. RESOLVED, that the company will maintain the necessary books and records to provide its owners with the information necessary for them to annually file Form 8996 'Qualified Opportunity Fund' which in part requires the company to provide the value of its assets, consistent with the valuation methods specified under IRC §1400Z-2 and related regulations.
6. RESOLVED, that the company will comply with all requirements provided under IRC §1400Z-2 and related regulations for as long as necessary for the direct and indirect owners of the company to receive the tax benefits provided under IRC §1400Z-2 and related regulations; and will, if necessary, hire a qualified firm to help the company comply with IRC §1400Z-2 and related regulations.
7. RESOLVED, that the company will timely file all necessary income tax returns, forms, and statements and provide all necessary information and notices to the company owners as required by IRC §1400Z-2 and related regulations.
8. RESOLVED, that the company will maintain all books and records for every year it is owned by a qualified opportunity fund and for at least 7 years after the last year any owner of such qualified opportunity fund holds a qualifying investment, as defined by Treas. Reg. §1.1400Z2(a)-1(b)(34).

RESOLVED FURTHER, that the Managers of this limited liability company be, and each individually is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as said Managers shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such Managers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed, and approved as the acts and deeds of this limited liability company.

* * *

This Unanimous Written Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. This Unanimous Written Consent shall be filed in the Minute Book of this limited liability company and become a part of its records.

Date: 9/07/2021

Managers:

By:

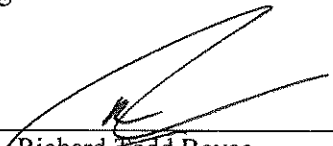

Richard Todd Boyce

EXHIBIT A
Tax Cut and Jobs Act of 2017 and the TCJA-modified I.R.C. §1400Z

Section 1400Z-2(d)(1) defines a QOF as a partnership or corporation that (i) is organized for the purpose of investing in “qualified opportunity zone property” (other than another qualified opportunity fund), and (ii) must hold at least 90 percent of its assets in qualified opportunity zone property, determined by the average of the percentage of qualified opportunity zone property held in the entity as measured on two semiannual testing dates (90% investment standard). Section 1400Z-2(d)(2) defines the term “qualified opportunity zone property” to mean property directly held by a QOF that consists of (i) stock in a corporation that is qualified opportunity zone stock, (ii) partnership interests that are qualified opportunity zone partnership interests, or (iii) Tangible Property that is qualified opportunity zone business property. A QOF’s directly held interest in a partnership or corporation will be treated as a qualified opportunity zone partnership interest or qualified opportunity zone stock, and thus qualified opportunity zone property, for purposes of the 90% investment standard if the interest or stock satisfies the requirements set forth in section 1400Z-2(d)(2)(B) or (C), as applicable. First, the QOF must have acquired the interest or stock from the partnership or corporation, respectively, solely in exchange for cash after December 31, 2017. Second, at the time of issuance of the interest or stock, as well as during substantially all of the QOF’s holding period for such interest or stock, the entity must qualify as a “qualified opportunity zone business” (or, if newly formed, must have been organized for such purpose).

Section 1400Z-2(d)(2)(D) provides that Tangible Property will be treated as qualified opportunity zone business property if the Tangible Property is used in a trade or business of the QOF and satisfies three general requirements. First, the QOF must have acquired the Tangible Property after December 31, 2017 (post-2017 acquired Tangible Property) from a person that is not related (as defined in section 179(d)(2), and modified by section 1400Z-2(e)(2)) and not a member of the same controlled group (as defined in section 179(d)(2)(B) and (d)(7)) in a transaction resulting in the QOF holding the Tangible Property with other than a transferred basis (within the meaning of section 7701(a)(43)) or with a section 1014 basis (post-2017 acquisition requirement). Second, the original use of the post-2017 acquired Tangible Property in the QOF must begin with the QOF (original use requirement), or the QOF must substantially improve the post-2017 acquired Tangible Property (substantial improvement requirement). Third, during substantially all of the QOF’s holding period for such post-2017 acquired Tangible Property, substantially all of the use of post-2017 acquired Tangible Property has been in a QOZ. Under section 1400Z-2(d)(2)(D)(ii), the substantial improvement requirement is met only if, during any 30-month period beginning after the date of acquisition of the post-2017 acquired Tangible Property, there are “additions to basis with respect to such property” held by the QOF that, in the aggregate, exceed the adjusted basis of the post 2017 acquired Tangible Property held by the QOF as of the beginning of that 30-month period.

Section 1400Z-2(d)(3)(A) defines the term “qualified opportunity zone business” as a trade or business (other than an enumerated “sin business” under section 144(c)(6)(B)) that meets each of the following two requirements. First, substantially all of the Tangible Property owned or leased in connection with the trade or business must be qualified opportunity zone business property. See section 1400Z-2(d)(3)(A)(i). Second, the trade or business must satisfy the following requirements provided in paragraphs (2), (4), and (8) of section 1397C(b): (i) at least 50 percent of the total Gross Income of such entity must be derived from the Active Conduct of the trade or business in the QOZ (50% Gross Income requirement); (ii) a substantial portion of the Intangible Property of such entity must be used in the Active Conduct of the trade or business in the QOZ; and (iii) less than five percent of the average of the aggregate unadjusted bases of the property of such entity must be attributable to nonqualified financial property (NQFP and 5% NQFP limitation, respectively). See section 1400Z-2(d)(3)(A)(ii).

Exhibit "B"

Compliance Spreadsheet

Qualified Opportunity Zone Business (QOZB) Compliance Checklist

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Item		Support	Verification	Responsible	Date Completed
Is the entity a corporation or partnership for tax purposes?	FALSE	Organizing Documents			
Is the corporate stock or partnership interests acquired after December 31, 2017?	FALSE	Organizing Documents			
Is the corporate stock or partnership interests acquired solely in exchange for cash?	FALSE	Organizing Documents			
Does at least 70% of the tangible property owned or leased by the business qualify as QOZBP?	FALSE	QOZBP Worksheet			
Is the entity a trade or business (or expected to be a trade or business) under IRC §162.1?	FALSE				
Is at least 50% of the total gross income of the business derived (or expected to be derived) from the active conduct of a trade or business within a QOZ?	FALSE	Gross Income Safe Harbor			
Is at least 40% of the intangible property of the business used (or expected to be used) in the active conduct of a trade or business in a QOZ?	FALSE				
Is less than 5% of the average of the aggregate unadjusted bases of the property of such business attributable to (or expected to be attributable to) nonqualified financial property?	FALSE	Working Capital Safe Harbor			

QOZB 70% Asset Test Worksheet

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Projections	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Asset value of QOZBP owned or leased by the QOZB on the last day of the first 6-month period of the QOF entity's fiscal year										
Value of all tangible property owned or leased by the QOZB on the last day of the first 6-month period of the QOF entity's fiscal year										
QOZBP ratio on last day of the first 6-month period of the QOF entity's fiscal year	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets
Asset value of QOZBP owned or leased by the QOZB on the last day of the QOF entity's fiscal year										
Value of all tangible property owned or leased by the QOZB on the last day of the QOF entity's fiscal year										
QOZBP ratio on last day of the QOF entity's fiscal year	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets
Average QOZBP ratio	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets
Actual	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Asset value of QOZBP held by the QOF on the last day of the first 6-month period of the QOF entity's fiscal year										
Value of all assets held by the QOF on the last day of the first 6-month period of the QOF entity's fiscal year										
QOZBP ratio on last day of the first 6-month period of the QOF entity's fiscal year	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets
Asset value of QOZBP held by the QOF on the last day of QOF entity's fiscal year										
Value of all assets held by the QOF on the last day of the QOF entity's fiscal year										
QOZBP ratio on last day of the QOF entity's fiscal year	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets
Average QOZBP ratio	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets	No Assets

Qualified Opportunity Zone Business Property (QOZBP) Compliance Checklist

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Item		Support	Verification	Responsible	Date Completed
For Purchased Property					
Is the property purchased after December 31, 2017?	FALSE	Purchase Agreement			
Is the property purchased from a non-related party?	FALSE	Purchase Agreement			
Does the original use of the property in the QOZ commence with the QOF or QOZB? OR Has the property been unused or vacant for an uninterrupted period of at least 5 years prior to acquisition? OR Will the QOF or QOZB substantially improve the property?	FALSE	Construction Budget			
Will at least 70% of the use of the tangible property be in a QOZ?	FALSE				
For Leased Property					
Does the lease commence after December 31, 2017?	FALSE	Lease Agreements			
Is the lease an arm's length transaction?	FALSE	Lease Agreements			
Is the property leased from a non-related party? OR Does the lease not call for prepayments in connection with the lease relating to a period of use of the property that exceeds 12 months? OR Is the property tangible personal property and its original use did not commence with the QOF or QOZB?	FALSE	Lease Agreements			
Does the QOF or QOZB expect to purchase tangible property of equal value within 30 months after the date the lessee receives possession of the property under the lease or the last day of the term of the lease?	FALSE				

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Item		Support	Verification	Responsible	Date Completed
Does the business meet the 50% gross income requirement by satisfying at least one of the following four criteria?	FALSE				
1) Does the business satisfy (or expect to satisfy) the services performed requirement based on hours worked - are 50% of the hours worked by employees and independent contractors being performed in a QOZ?	FALSE				
2) Does the business satisfy (or expect to satisfy) the services performed requirement based on amounts paid?	FALSE				
3) Are the tangible property of the trade or business located in a QOZ and the management or operational functions performed in the QOZ both necessary for the generation of at least 50% of the gross income of the trade or business?	FALSE				
4) Is at least 50% of the gross income of the QOZB derived from the active conduct of a trade or business in the QOZ?	FALSE				

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Item	Support	Verification	Responsible	Date Completed
Are the working capital amounts designated in writing for the development of a trade or business in a QOZ, including (when appropriate) the acquisition, construction, and/or substantial improvement of tangible property in a QOZ?	####	Designation Agreement		
Is there a written schedule consistent with the ordinary startup for a trade or business for the expenditure of the working capital assets? AND Does such schedule call for the working capital assets to be spent within 31 months of receipt by the business of the assets?	####	Written Plan		
Has the QOF or QOZB obtained 3rd party verification that the designation and written schedule is consistent with the normal startup of a similar trade of business and it's reasonable to expect the QOZB to use working capital assets in a manner that is substantially consistent with the designation and written schedule?	####			

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