VENTURE ON LOCKETT LLC

OPERATING AGREEMENT

This Operating Agreement (this "Agreement") is entered into effective on September 12, 2025, by and among Venture on Lockett LLC, an Arizona limited liability company (the "Company"), Neighborhood Management LLC, an Arizona limited liability company ("Neighborhood Management"), and the persons (the "Investor Members") who purchase Class A Shares, Class B Shares, or Class C Shares (together, "Investor Shares"), which may include Neighborhood Management and its affiliates. Neighborhood Management and the Investor Members are sometimes referred to as "Members" in this Agreement.

Background

I. The Company was formed on August 27, 2025.

II. The Members own all the ownership interests of the Company and wish to set forth their understandings concerning the ownership and operation of the Company in this Agreement, which they intend to be the "operating agreement" of the Company within the meaning of A.R.S. § 29-3102(17).

NOW, THEREFORE, acknowledging the receipt of adequate consideration and intending to be legally bound, the parties agree as follows:

1. ARTICLE ONE: FORMATION OF LIMITED LIABILITY COMPANY

1.1. **Continuation of Limited Liability Company**. The Members agree to continue the Company in accordance with and pursuant to the Arizona Limited Liability Company Act (the "Act") for the purposes set for the below. The rights and obligations of the Members to one another and to third parties shall be governed by the Act except that, in accordance with A.R.S. §29-3105(A)(3), conflicts between provisions of the Act and provisions in this Agreement shall be resolved in favor of the provisions in this Agreement except where the provisions of the Act may not be varied by contract as a matter of law.

1.2. **Name**. The name of the Company shall be "Venture on Lockett LLC", and all of its business shall be conducted under that name or such other name(s) as may be designated by the Manager.

1.3. **Purpose**. The purpose of the Company shall be to purchase, renovate, stabilize, and ultimately sell the multifamily project known as "Thomas Park" located at 3325 East Lockett Road, Flagstaff, AZ 86004 (the "Project"), as described more fully in the Private Placement Memorandum dated September 12, 2025 (the "Disclosure Document"). In carrying on its business, the Company may enter into contracts, incur indebtedness, sell, lease, or encumber any or all of its property, engage the services of others, enter into joint ventures, and take any other actions the Manager deems advisable.

1.4. **Fiscal Year**. The fiscal and taxable year of the Company shall be the calendar year, or such other period as the Manager determines.

2. ARTICLE TWO: CONTRIBUTIONS AND LOANS

2.1. **Initial Contributions**. Each Investor Member shall contribute to the capital of the Company the amount set forth in such Investor Member's Investment Agreement. Neighborhood Management shall not be required to contribute capital to the Company unless, and to the extent that, it elects to become an Investor Member. The capital contributions of the Members are referred to as "Capital Contributions."

2.2. **Other Required Contributions**. No Member shall have the obligation to contribute any capital to the Company beyond the Capital Contributions described in section 2.1. Without limitation, no such Member shall, upon dissolution of the Company or otherwise, be required to restore any deficit in such Member's capital account.

2.3. **Loans**.

2.3.1. **In General**. Neighborhood Management or its affiliates, may, but shall not be required to, lend money to the Company in their sole discretion, including, without limitation, to make up any shortfall in anticipated Capital Contributions from Investor Members. No other Member may lend money to the Company without the prior written consent of the Manager. Subject to applicable state laws regarding maximum allowable rates of interest, loans made by any Member to the Company pursuant to section 2.3.1 ("Member Loans") shall bear interest at the higher of (i) eight percent (8%) per year, or (ii) the minimum rate necessary to avoid "imputed interest" under section 7872 or other applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"). Such loans shall be payable on demand and shall be evidenced by one or more promissory notes.

2.3.2. **Repayment of Loans**. After payment of (i) current and past-due debt service on liabilities of the Company other than Member Loans, and (ii) all operating expenses of the Company, the Company shall pay the current and past-due debt service on any outstanding Member Loans before distributing any amount to any Member pursuant to Article Four. Such loans shall be repaid *pro rata*, paying all past-due interest first, then all past-due principal, then all current interest, and then all current principal.

2.4. **Other Provisions on Capital Contributions**. Except as otherwise provided in this Agreement or by law:

2.4.1. No Member shall be required to contribute any additional capital to the Company;

2.4.2. No Member may withdraw any part of his capital from the Company;

2.4.3. No Member shall be required to make any loans to the Company;

2.4.4. Loans by a Member to the Company shall not be considered a contribution of capital, shall not increase the capital account of the lending Member, and shall not result in the adjustment of the number of Investor Shares owned by a Member, and the repayment of such loans by the Company shall not decrease the capital accounts of the Members making the loans;

2.4.5. No interest shall be paid on any initial or additional capital contributed to the Company by any Member;

2.4.6. Under any circumstance requiring a return of all or any portion of a capital contribution, no Member shall have the right to receive property other than cash; and

2.4.7. No Member shall be liable to any other Member for the return of his or its capital.

2.5. **No Third-Party Beneficiaries**. Any obligation or right of the Members to contribute capital under the terms of this Agreement does not confer any rights or benefits to or upon any person who is not a party to this Agreement.

3. ARTICLE THREE: SHARES AND CAPITAL ACCOUNTS

3.1. **Shares**. As of the date of this Agreement, the ownership interests of the Company shall be denominated by Eight Million (8,000,000) "Shares," of which Two Million (2,000,000) shall be denominated as "Class A Shares," Two Million (2,000,000) shall be denominated as "Class B Shares," Two Million (2,000,000) shall be denominated as "Class C Shares," and Two Million (2,000,000) shall be denominated as "Class D Shares." All the Class A Shares shall be owned by Investor Members who participate in the Company's offering under A.R.S. §44-1844(A)(22); all the Class B Shares and Class C Shares shall be owned by the Investor Members who participate in the Company's offerings under 17 CFR §230.506(c); and all the Class D Shares shall be owned by Neighborhood Management. The Manager may create additional classes of limited liability company interests in the future, with such rights and preferences as the Manager may determine in its sole discretion, however these new shares cannot have superior rights to Class A, Class B, or Class C shares. ("New Shares").

3.2. **Preemptive Rights**.

3.2.1. **In General**. Before issuing New Shares, the Manager shall notify each Member, including in such notice the rights and preferences of the New Shares, the price of each New Share, and how the proceeds from the sale of New Shares will be used. Each Member shall, within fifteen (15) business days of such notice, notify the Manager of the aggregate number of New Shares such Member wishes to purchase, if any. If a Member fails to respond to the Manager's notice by the close of business on the fifteenth (15^{th}) business day following the date of the Manager's notice, such Member shall be deemed to have declined to purchase any New Shares.

3.2.2. **Allotment**.

(a) **Members Choose to Purchase Fewer Than All New Shares**. If the Members wish to purchase fewer than all of the New Shares the Manager offered, then (i) each Member shall purchase the number of New Shares such Member specified in his, her, or its response; and (ii) the remaining New Shares may be sold to third parties.

(b) **Members Choose to Purchase More Than All New Shares**. If the Members wish to purchase more than all of the New Shares the Manager offered then (i) each Regular Purchaser shall purchase the number of New Shares he, she, or it specified; and (ii) each Excess Purchaser shall purchase the Excess Allocation Amount.

(c) **Definitions**. The following definitions shall apply for purposes of section 3.2.2(a):

(1) "Allotted Number" means, for each Member, the total number of New Shares offered multiplied by a fraction, the numerator of which is amount of such Member's Capital Contribution and the denominator of which is the aggregate Capital Contributions of all Members.

(2) "Excess Allocation Amount" means, for each Excess Purchaser (i) the number of New Shares specified in such Excess Purchaser's notice, minus (ii) the Excess Shares multiplied by a fraction, the numerator of which is the aggregate number of New Shares requested by all Excess Purchasers other than such Excess Purchaser and the denominator of which is the aggregate number of New Shares requested by all Excess Purchasers.

(3) "Excess Purchaser" means a Member who requests to purchase a number of New Shares greater than his, her, or its Allotted Number.

(4) "Excess Shares" means the excess of the aggregate number of Shares specified in notices from Members over the number of New Shares offered by the Manager.

(5) "Regular Purchaser" means a Member who requests to purchase a number of New Shares no greater than his, her, or its Allotted Number.

3.2.3. **Restrictions Based on Offering Requirements**. The Manager may limit the rights described in in this section 3.2.3 to Members who satisfy the requirements of an exemption used to offer and sell the New Shares without registration under section 5 of the Securities Act of 1933. For example, if the New Shares are being offered under 17 CFR §230.506(c), the Manager may limit the rights described in this section 3.3 to Members who are then "accredited investors" under 17 CFR §230.501(a).

3.3. **Certificates**. The Shares of the Company shall not be evidenced by written certificates unless the Manager determines otherwise. If the Manager determines to issue certificates representing Shares, the certificates shall be subject to such rules and restrictions as the Manager may determine.

3.4. **Registry of Shares**. The Company shall keep or cause to be kept on behalf of the Company a register of the Members of the Company. The Company may, but shall not be required to, appoint a transfer agent registered with the Securities and Exchange Commission as such.

3.5. **Capital Accounts**. A capital account shall be established and maintained for each Member. Each Member's capital account shall initially be credited with the amount of his, her, or its Capital Contribution. Thereafter, the capital account of a Member shall be increased by the amount of any additional contributions of the Member and the amount of income or gain allocated to the Member and decreased by the amount of any distributions to the Member and the amount of loss or deduction allocated to the Member, including expenditures of the Company described in section 705(a)(2)(B) of the Code. Unless otherwise specifically provided herein, the capital accounts of the Members shall be adjusted and maintained in accordance with Code section 704 and the regulations thereunder. Any creation of new shares will not have superior rights to any of the current shares.

4. ARTICLE FOUR: DISTRIBUTIONS AND ALLOCATIONS

4.1. **Distributions**.

4.1.1. **In General**. Within thirty (30) days after the end of each calendar quarter, or at such other more frequent intervals as the Manager shall determine, the Company shall distribute its Distributable Cash as follows:

(a) First, all the Distributable Cash from operational cash flow will be distributed pari passu and *pro rata* to all the members of the Class A, Class B, and Class C, Share members until each member has received a full return of all the money he, she, or it invested. -- All Distributable Cash from a sale or refinance will be distributed pari passu and *pro rata* among all shares classes until each member has received a full return of all the money he, she, or it invested.

(b) Second, the balance of the Distributable Cash, if any, shall be distributed at the same time pari passu to all Members, but with Classes A, B & C first receiving their respective preferred returns in full, prior to Class D receiving any Distributable Cash.

(1) The Class A Percentage of such balance shall be distributed to the holders of the Class A Shares, *pro rata* based on the number of Class A Shares owned by each, until each such holder has achieved an Investor IRR of twelve percent (12%), and thereafter shall be distributed to Neighborhood Management.

(2) The Class B Percentage of such balance shall be distributed:

(A) First, to the holders of the Class B Shares, *pro rata* based on the number of Class B Shares owned by each, until each such holder has achieved an Investor IRR of six percent (6%);

(B) Second, eighty percent (80%) to the holders of Class B Shares, *pro rata* based on the number of Class B Shares owned each, and twenty percent (20%) to Neighborhood Management, until each holder of Class B Shares has achieved an Investor IRR of fifteen percent (15%); and

(C) Third, ten percent (10%) to the holders of Class B Shares, *pro rata* based on the number of Class B Shares owned each, and ninety percent (90%) to Neighborhood Management.

(3) The Class C Percentage of such balance shall be distributed:

(A) First, to each holder of Class C Shares, *pro rata* based on the number of Class C Shares owned each, until each such holder has received the Preferred Return.

(B) Second, eighty percent (80%) to the holders of Class C Shares, *pro rata* based on the number of Class C Shares owned each, and twenty percent (20%) to the Class D Shares, until each holder of Class C Shares has achieved an Investor IRR of fifteen percent (15%) on their Original Investment.

(C) Third, fifty percent (50%) to the holders of Class C Shares, *pro rata* based on the number of Class C Shares owned each, and fifty percent (50%) to Neighborhood Management, until each holder of the Class D Shares.

(4) The Class D Percentage of such balance shall be distributed to Neighborhood Management.

4.1.2. **Definitions**. The following definitions shall apply for purposes of this section 4.1:

(a) "Class A Percentage" means the result of dividing the total number of Class A Shares outstanding by the Total Shares.

(b) "Class B Percentage" means the result of dividing the total number of Class B Shares outstanding by the Total Shares.

(c) "Class C Percentage" means the result of dividing the total number of Class C Shares outstanding by the Total Shares.

(d) "Class D Percentage" means the result of dividing the total number of Class D Shares outstanding by the Total Shares.

(e) "Distributable Cash" means the cash of the Company available for distribution to the Members, in the sole discretion of the Manager, taking into account, among other things, the cash flow from the operations of the Company and the Project, the net proceeds from the sale or refinancing of the Project, debt service (including debt service on Member Loans), amounts added to and released from reserve accounts established by the Manager in its sole discretion, and all of the operating expenses of the Company. Distributable Cash shall not include any amounts the Manager elects to reinvest in the Project.

(f) "Investor IRR" means, for each holder of Class A Shares, Class B Shares, or Class C Shares, the IRR of such holder taking into account such holder's Capital Contribution as of the date such Capital Contribution was released to the Company and all distributions received by such holder.

(g) "IRR" means internal rate of return, calculated using the XIRR function in Microsoft Excel.

(h) "Preferred Return" means, for each holder of Class C Shares, an IRR of six percent (6%) on such holder's Original investment.

(i) "Total Shares" means the total number of Class A Shares, Class B Shares, Class C Shares, and Class D Shares outstanding.

4.1.3. **Distributions to Pay Personal Tax Liabilities**. In the event that the Company recognizes net gain or income for any taxable year, the Company shall, taking into account its financial condition and other commitments, make a good faith effort to distribute to each Member, no later than April 15th of the following year, an amount equal to the net gain or income allocated to such Member, multiplied by the highest marginal tax rate for individuals then in effect under section 1 of the Code plus the highest rate then in effect under applicable state law, if such amount has not already been distributed to such Member pursuant to this section 4.1. If any Member receives a smaller or larger distribution pursuant to this section than he would have received had the same aggregate amount been distributed pursuant to section 4.1, then subsequent distributions shall be adjusted accordingly.

4.1.4. **Tax Withholding**. To the extent the Company is required to pay over any amount to any federal, state, local or foreign governmental authority with respect to distributions or allocations to any Member, the amount withheld shall be deemed to be a distribution in the amount of the withholding to that Member. If the amount paid over was not withheld from an actual distribution (i) the Company shall be entitled to withhold such amounts from subsequent distributions, and (ii) if no such subsequent distributions are anticipated for six (6) months, the Member shall, at the request of the Company, promptly reimburse the Company for the amount paid over.

4.1.5. **Manner of Distribution**. All distributions to the Members will be made via the online investor portal.

4.1.6. **Other Rules Governing Distributions**. No distribution prohibited by A.R.S. §29-3405 or not specifically authorized under this Agreement shall be made by the Company to any Member in his or its capacity as a Member. A Member who receives a distribution prohibited by A.R.S. §29-3405 shall be liable as provided in A.R.S. §29-3406.

4.2. **Allocations of Profits and Losses**.

4.2.1. **General Rule: Allocations Follow Cash**. The Company shall seek to allocate its income, gains, losses, deductions, and expenses ("Tax Items") in a manner so that (i) such allocations have "substantial economic effect" as defined in section 704(b) of the Code and the regulations issued thereunder (the "Regulations") and otherwise comply with applicable tax laws; (ii) each Member is allocated income equal to the sum of (A) the losses he, she, or it is allocated, and (B) the cash profits he, she, or it receives; and (iii) after taking into account the allocations for each year as well as such factors as the value of the Company's assets, the allocations likely to be made to each Member in the future, and the distributions each Member is likely to receive, the balance of each Member's capital account at the time of the liquidation of the Company will be equal to the amount such Member is entitled to receive pursuant to this Agreement. That is, the allocation of the Company's Tax Items should, to the extent reasonably possible, follow the actual and anticipated distributions of cash, in the discretion of the Manager. In making allocations the Manager shall use reasonable efforts to comply with applicable tax laws, including without limitation through incorporation of a "qualified income offset," a "gross income allocation," and a "minimum gain chargeback," as such terms or concepts are specified in the Regulations. The Manager shall be conclusively deemed to have used reasonable effort if it has sought and obtained advice from counsel.

4.2.2. **Losses and Income Attributable to Member Loans**. In the event the Company recognizes a loss attributable to loans from the Members, then such loss, as well as any income recognized by the Company as a result of the repayment of such loan (including debt forgiveness income), shall be allocated to the Member(s) making such loan.

4.2.3. **Allocations Relating to Taxable Issuance of Interest**. Any income, gain, loss, or deduction realized as a direct or indirect result of the issuance of an interest in the Company by the Company to a Member (the "Issuance Items") shall be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member, shall be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

4.2.4. **Section 754 Election**. The Company may, but shall not be required to, make an election under section 754 of the Code at the request of any Member. The Company may condition its consent to make such an election on the agreement of the requesting Member to pay directly or reimburse the Company for any costs incurred in connection with such election or the calculations required as a result of such an election.

4.2.5. **Pre-Distribution Adjustment**. In the event property of the Company is distributed to one or more the Members in kind, including but not limited to Class A Shares of NV REIT Partnership described in section 6.3.2, there shall be allocated to the Members the amount of income, gain or loss which the Company would have recognized had such property been sold for its fair market value on the date of the distribution, to the extent such income, gain or loss has not previously been allocated among the Members. The allocation described in this section is referred to as the "Pre-Distribution Adjustment."

5. ARTICLE FIVE: MANAGEMENT

5.1. **Management by Manager**.

5.1.1. **In General**. The business and affairs of the Company shall be directed, managed, and controlled by Neighborhood Management acting as the "manager" of the Company within the meaning of A.R.S. §29-3102(13). In that capacity, Neighborhood Management is referred to in this Agreement as the "Manager."

5.1.2. **Powers of Manager**. The Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, to execute any contracts or other instruments on behalf of the Company, and to perform any and all other acts or activities customary or incidental to the management of the Company's business.

5.1.3. **Examples of Manager's Authority**. Without limiting the grant of authority set forth in section 5.1.2, the Manager shall have the power to (i) issue Investor Shares to such persons and for such prices as the Manager shall determine in its sole discretion, however these new shares cannot have superior rights to Class A, Class B, or Class C shares; (ii) engage the services of third parties to perform services; (iii) make all decisions regarding the Project; (iv) enter into leases and any other contracts of any kind; (v) incur indebtedness on behalf of the Company, whether to banks or other lenders; (vi) determine the timing and amount of distributions; (vii) determine the information to be provided to the Members; (viii) grant liens and other encumbrances on the Company's assets; (ix) file and settle lawsuits on behalf of the Company; (x) file a petition in bankruptcy; (xi) sell or otherwise dispose of all or substantially all of the Company's business or assets, including but not limited to the Project, in the ordinary course of business or otherwise; (xii) discontinue the business of the Company; and (xiii) dissolve the Company.

5.2. **Standard of Care**. The Manager shall conduct the Company's business using its business judgment.

5.3. **Restrictions on Members**. Except as expressly provided otherwise in this Agreement, Members who are not also the Manager shall not be entitled to participate in the management or control of the Company, nor shall any such Member hold himself out as having such authority. Unless authorized to do so by the Manager, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager in writing to act as an agent of the Company in accordance with the previous sentence.

5.4. **Reliance by Third Parties**. Anyone dealing with the Company shall be entitled to assume that the Manager and any officer authorized by the Manager to act on behalf of and in the name of the Company has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Company and to enter into any contracts on behalf of the Company, and shall be entitled to deal with the Manager or any officer as if it were the Company's sole party in interest, both legally and beneficially. No Member shall assert, vis-à-vis a third party, that such third party should not have relied on the apparent authority of the Manager or any officer authorized by the Manager to act on behalf of and in the name of the Company, nor shall anyone dealing with the Manager or any of its officers or representatives be obligated to investigate the authority of such person in a given instance.

5.5. **Transfer or Resignation by the Manager**. Neighborhood Management may not resign as the manager of the Company without the consent of Investor Members owning more than fifty percent (50%) of the Investor Shares and Class D Shares then issued and outstanding. However, Neighborhood Management may, without the consent of the Members (i) be reconstituted as or converted into a corporation or other form of entity (any such reconstituted or converted entity being deemed to be Neighborhood Management for all purposes hereof) by merger, consolidation, conversion or otherwise; or (ii) transfer all of its duties and responsibilities as the Manager to an entity under common control with Neighborhood Management so long as, in either case, (A) such reconstitution or transfer does not have material adverse tax or legal consequences for the Company, and (B) such other entity agrees in writing to all of the terms and conditions of this Agreement and any other related agreements to which Neighborhood Management is a party.

5.6. **Act of Insolvency, Resignation, or Dissolution of Manager**.

5.6.1. **In General**. If the Manager should commit an Act of Insolvency, resign in violation of section 5.5, or dissolve, then (i) the Manager shall no longer be the manager of the Company, and (ii) a successor manager shall be elected by Investor Members owning more than fifty percent (50%) of the Investor Shares then issued and outstanding. If a successor manager is not elected within ninety (90) days, the Company shall be dissolved.

5.6.2. **Act of Insolvency**. The Manager shall be treated as having committed an "Act of Insolvency" if it (i) executes an assignment for the benefit of creditors; (ii) becomes a debtor in bankruptcy; (iii) seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator; (iv) fails, within ninety (90) days after the appointment, without its consent or acquiescence, of a trustee, receiver, or liquidator, to have the appointment vacated or stayed, or fails within ninety (90) days after the expiration of a stay to have the appointment vacated.

5.7. **Officers**. The Manager may, from time to time, designate one or more persons to serve as officers of the Company, with such titles, responsibilities, compensation, and terms of office as the Manager may designate. Any officer may be removed by the Manager with or without cause. The appointment of an officer shall not in itself create contract rights.

5.8. **Time Commitment**. The Manager shall devote such time to the business and affairs of the Company as the Manager may determine in its sole and absolute discretion.

5.9. **Compensation of Manager and its Affiliates**. The Manager and its affiliates shall be entitled to the following compensation from the Company:

5.9.1. **Acquisition Fee**. An acquisition fee, equal to three percent (3.0%) of the purchase price of the property.

5.9.2. **Annual Asset Management Fee**. An annual asset management fee, equal to one percent (1.0%) of the total capital raised, paid out of the project operating cashflow or reserves prior to any distributions.

5.9.3. **Disposition Fee**. A disposition fee, payable upon the disposition of a Project, equal to zero percent (0%) of the project closing price.

5.9.4. **Construction Management Fee.** A construction management fee, equal to eight percent (8%) of the renovation budget.

5.10. **Fees Charged to the Project**

5.10.1. **In General**. The fees described in section 5.9 shall be charged to the project as a whole, prior to any distribution of capital.

6. ARTICLE SIX: OTHER BUSINESSES; INDEMNIFICATION; CONFIDENTIALITY

6.1. **Other Businesses**. Each Member and Manager may engage in any business whatsoever, including a business that is competitive with the business of the Company, and the other Members shall have no interest in such businesses and no claims on account of such businesses, whether such claims arise under the doctrine of "corporate opportunity," an alleged fiduciary obligation owed to the Company or its members, or otherwise. Without limiting the preceding sentence, the Members acknowledge that the Manager and/or its affiliates intend to sponsor, manage, invest in, and otherwise be associated with other entities and business investing in the same assets class(es) as the Company, some of which could be competitive with the Company. Without limiting the generality of the preceding sentence, each Member acknowledges that the Manager is itself a real estate fund investing in the same asset classes as the Project and is also the manager and a member of NV REIT LLC ("NV REIT"), a Delaware limited liability company that has made an election to be treated as a real estate investment trust. No Member shall have any claim against the Manager or its affiliates on account of NV REIT or any other such entities or businesses.

6.2. **Exculpation and Indemnification**.

6.2.1. **Exculpation**.

(a) **Covered Persons**. As used in this section 6.2, the term "Covered Person" means (i) the Manager and its affiliates, (ii) the members, managers, officers, employees, and agents of the Manager and its affiliates, and (iii) the officers, employees, and agents of the Company, each acting within the scope of his, her, or its authority.

(b) **Standard of Care**. No Covered Person shall be liable to the Company for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person, including actions taken or omitted to be taken under this Agreement, in the good-faith business judgment of such Covered Person, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) **Good Faith Reliance**. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements (including financial statements and information) of the following persons: (i) another Covered Person; (ii) any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Covered Person reasonably believes to be within such other person's professional or expert competence. The preceding sentence shall in no way limit any person's right to rely on information to the extent provided in the Act.

6.2.2. **Liabilities and Duties of Covered Persons**.

(a) **Limitation on Damages**. Each Member agrees that, except as otherwise provided by applicable law that may not be waived by contract, the Manager and its affiliates shall not be liable for lost profits or consequential, special, or punitive damages.

6.2.3. **Indemnification**.

(a) **Indemnification**. To the fullest extent permitted by the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Act permitted the Company to provide prior to such amendment, substitution or replacement), the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of any act or omission or alleged act or omission performed or omitted to be performed by such Covered Person on behalf of the Company in connection with the business of the Company provided, that (i) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (ii) such Covered Person's conduct did not constitute fraud or willful misconduct, in either case as determined by a final, non-appealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct.

(b) **Reimbursement**. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as

incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this section 6.2.3; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this section 6.2.3, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(c) **Entitlement to Indemnity**. The indemnification provided by this section 6.2.3 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this section 6.2.3 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this section 6.2.3 and shall inure to the benefit of the executors, administrators, and legal representative of such Covered Person.

(d) **Insurance**. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) **Funding of Indemnification Obligation**. Any indemnification by the Company pursuant to this section 6.2.3 shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof or shall be required to make additional capital contributions to help satisfy such indemnification obligation.

(f) **Savings Clause**. If this section 6.2.3 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this section 6.2.3 to the fullest extent permitted by any applicable portion of this section 6.3 that shall not have been invalidated and to the fullest extent permitted by applicable law.

(g) **Amendment**. The provisions of this section 6.2 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this section is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this section that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

6.2.4. **Survival**. The provisions of this section 6.2 shall survive the dissolution, liquidation, winding up, and termination of the Company.

6.3. **Transactions with NV REIT and NV REIT Partnership LLC**.

6.3.1. **Sale of Assets**. The Company may at any time sell assets to NV REIT and/or NV REIT Partnership LLC, a Delaware limited liability company controlled by NV REIT ("NV REIT Partnership"), provided that (i) such sales are for cash (ii) the terms of such sales, including but not limited to the terms of any representations or warranties, are no less favorable to the Company than the terms commonly used between unrelated parties dealing at arm's length in the Company's market; and (iii) the sales price is no less than (A) the fair market value of the assets being sold, minus (B) the amount of any Company liabilities assumed by the buyer.

6.3.2. **Contribution of Assets**. The Company may at any time contribute the Project and/or other assets to NV REIT Partnership in exchange for Class A Shares of NV REIT Partnership, and thereby become an "Investor Member" of NV REIT Partnership pursuant to its Limited Liability Company Agreement dated June 5, 2024, as amended (the "Partnership LLC Agreement"), provided that (i) the terms of such contributions are consistent with those offered to unrelated parties who contribute assets to NV REIT Partnership; and (ii) the value for which the Company is given credited as its "Capital Contribution" pursuant to the Partnership LLC Agreement is no less than (A) the fair market value of the assets being contributed, minus (B) the amount of any Company liabilities assumed by NV REIT Partnership.

6.3.3. **Fair Market Value**.

(a) **Fair Market Value of Property**. The fair market value of the assets being sold or contributed pursuant to this section 6.3 shall be determined by appraisal, brokers price opinions, current cap rates, or other objective indications of value commonly used in the Company's markets. Absent a showing of bad faith on the part of the Manager, the Manager's determination of fair market value shall be binding and not subject to review. In the event of a dispute where a Member can show bad faith on the part of the Manager, the fair market value of assets shall be determined in the manner described in section 8.8.

(b) **Fair Market Value of Class A Shares**. If the Company receives Class A Shares of NV REIT Partnership as described in section 6.3.2, the fair market value of such Class A Shares as of the date they are received and for one (1) year thereafter shall be equal to the fair market value of the assets for which they were exchanged. After one (1) year, the fair market value of the Class A Shares shall be determined in the manner described in section 6.3.3(a).

6.3.4. **Distribution of Class A Shares**. If the Company receives Class A Shares of NV REIT Partnership as described in section 6.3.2, the Company may, but shall not be required to, distribute such Class A Shares to the Members in accordance with Article Four. In that event (i) if a distribution consists partly of cash and partly of Class A Shares, each Member receiving a distribution shall receive a *pro rata* portion of both; (ii) the Predistribution Adjustment described in section 4.2.5 shall apply; (iii) each Member receiving Class A Shares shall be deemed to have agreed to be bound by all the terms and conditions of the Partnership LLC Agreement, as a "Investor Member" of NV REIT Partnership; and (iv) if requested by the Company, each Member receiving Class A Shares shall execute an instrument agreeing to be bound by all the terms and conditions of the Partnership LLC Agreement, as an "Investor Member" of NV REIT Partnership.

6.4. **Confidentiality**.

6.4.1. **In General**. Each Investor Member shall maintain the confidentiality of all Confidential Information, as defined below, using no less care than such Investor Member uses to protect such Investor Member's own confidential or proprietary information, and shall not use any Confidential Information for such Investor's own benefit or the benefit of any other person. Notwithstanding the foregoing, an Investor Member may disclose Confidential Information if required by legal process, provided that if an Investor Member receives a request or demand for the disclosure of Confidential Information the Investor Member shall (i) promptly notify the Company and the Manager of the existence, terms and circumstances surrounding such request, (ii) consult with the Company and the Manager regarding taking steps to resist or narrow such request, (iii) if disclosure of such information is required, furnish only such portion of such information as such Investor Member is advised by counsel is legally required to be disclosed, and (iv) cooperate with the Company and the Manager in their efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the information that is required to be disclosed.

6.4.2. **Confidential Information**. The term "Confidential Information" means (i) information regarding the Company, the Manager, the Project, or the Members that a reasonable person would understand to be confidential or proprietary, including but not limited to financial information, business plans, and the names of tenants, employees, and suppliers; (ii) any information subject to a confidentiality agreement binding upon the Manager or the Company of which the Investor Member has been provided written notice; and (iii) the names and other identifying information of the Members.

7. ARTICLE SEVEN: BANK ACCOUNTS; BOOKS OF ACCOUNT; REPORTS

7.1. **Bank Accounts**. Funds of the Company may be deposited in accounts at banks or other institutions selected by the Manager. Withdrawals from any such account or accounts shall be made in the Company's name upon the signature of such persons as the Manager may designate. Funds in any such account shall not be commingled with the funds of any Member.

7.2. **Books and Records of Account**. The Company shall keep at its principal office's books and records of account of the Company which shall reflect a full and accurate record of each transaction of the Company.

7.3. **Financial Statements and Reports**.

7.3.1. **Quarterly,** within a reasonable period after the close of each fiscal quarter upon request, the Company shall furnish upon request to each Member with respect to such fiscal quarter (i) a statement showing in reasonable detail the computation of the amount distributed under section 4.1, (ii) a balance sheet of the Company, (iii) a statement of income and expenses.

7.3.2. **Annually,** within a reasonable period after the close of each fiscal year, such information from the Company's annual information return as is necessary for the Members to prepare their Federal, state and local income tax returns. The financial statements of the Company need not be audited by an independent certified public accounting firm unless the Manager so elects.

7.4. **Right of Inspection**.

7.4.1. **In General**. If a Member wishes additional information or to inspect the books and records of the Company for a *bona fide* purpose, the following procedure shall be followed: (i) such Member shall notify the Manager, setting forth in reasonable detail the information requested and the reason for the request; (ii) within sixty (60) days after such a request, the Manager shall respond to the request by either providing the information requested or scheduling a date (not more than 90 days after the initial request) for the Member to inspect the Company's records; (iii) any inspection of the Company's records shall be at the sole cost and expense of the requesting Member; and (iv) the requesting Member shall reimburse the Company for any reasonable costs incurred by the Company in responding to the Member's request and making information available to the Member.

7.4.2. **Bona Fide Purpose**. The Manager shall not be required to respond to a request for information or to inspect the books and records of the Company if the Manager believes such request is made to harass the Company or the Manager, to seek confidential information about the Company, or for any other purpose other than a *bona fide* purpose.

7.4.3. **Representative**. An inspection of the Company's books and records may be conducted by an authorized representative of a Member, provided such authorized representative is an attorney or a licensed certified public accountant and is reasonably satisfactory to the Manager.

7.4.4. **Restrictions**. The following restrictions shall apply to any request for information or to inspect the books and records of the Company:

(a) No Member shall have a right to a list of the Investor Members or any information regarding the Investor Members.

(b) Before providing additional information or allowing a Member to inspect the Company's records, the Manager may require such Member to execute a confidentiality agreement satisfactory to the Manager.

(c) No Member shall have the right to any trade secrets of the Company or any other information the Manager deems highly sensitive and confidential.

(d) No Member may review the books and records of the Company more than once during any twelve (12) month period.

(e) Any review of the Company's books and records shall be scheduled in a manner to minimize disruption to the Company's business.

(f) A representative of the Company may be present at any inspection of the Company's books and records.

(g) If more than one Member has asked to review the Company's books and records, the Manager may require the requesting Members to consolidate their request and appoint a single representative to conduct such review on behalf of all requested Members.

(h) The Manager may impose additional reasonable restrictions for the purpose of protecting the Company and the Members.

7.5. **Tax Matters**.

7.5.1. **Designation**. The Manager shall be designated as the "company representative" (the "Company Representative") as provided in Code section 6223(a). Any expenses incurred by the Company Representative in carrying out its responsibilities and duties under this Agreement shall be an expense of the Company for which the Company Representative shall be reimbursed.

7.5.2. **Tax Examinations and Audits**. The Company Representative is authorized to represent the Company in connection with all examinations of the affairs of the Company by any taxing authority, including any resulting administrative and judicial proceedings, and to expend funds of the Company for professional services and costs associated therewith. Each Member agrees to cooperate with the Company Representative and to do or refrain from doing any or all things reasonably requested by the Company Representative with respect to the conduct of examinations by taxing authorities and any resulting proceedings. Each Member agrees that any action taken by the Company Representative in connection with audits of the Company shall be binding upon such Members and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Company. The Company Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any taxing authority.

7.5.3. **BBA Elections and Procedures**. In the event of an audit of the Company that is subject to the Company audit procedures enacted under Code sections 6225, *et seq*, (the "Audit Procedures"), the Company Representative, in its sole discretion, shall have the right to make any and all elections and to take any actions that are available to be made or taken by the Company, including any election under Code section 6226. If an election under Code section 6226(a) is made, the Company shall furnish to each Member for the year under audit a statement of the Member's share of any adjustment set forth in the notice of final Company adjustment, and each Member shall take such adjustment into account as required under Code section 6226(b).

7.5.4. **Tax Returns and Tax Deficiencies**. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and any tax deficiency imposed pursuant to Code section 6226) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

7.5.5. **Tax Returns**. The Manager shall cause to be prepared and timely filed all tax returns required to be filed by or for the Company.

8. ARTICLE EIGHT: TRANSFERS OF SHARES

8.1. **Voluntary Transfers**.

8.1.1. **Generally**. An Investor Member may sell, transfer, assign or encumber (each, a "Transfer") Shares (the "Transferred Shares") only with the consent of the Manager, which may be withheld in the sole discretion of the Manager, and by complying with the requirements of this Article Eight.

8.1.2. **First Right of Refusal**.

(a) **In General**. In the event an Investor Member (the "Selling Member") receives an offer from a third party to acquire all or a portion of his, her, or its Shares (the "Transfer Interest"), then he, she, or it shall notify the Manager, specifying the Shares to be purchased, the purchase price, the approximate closing date, the form of consideration, and such other terms and conditions of the proposed transaction that have been agreed with the proposed purchaser (the "Sales Notice"). Within thirty (30) days after receipt of the Sales Notice the Manager shall notify the Selling Member whether the Manager (or a person designated by the Manager) elects to purchase the entire Transfer Interest on the terms set forth in the Sales Notice.

(b) **Special Rules**. The following rules shall apply for purposes of this section:

(1) If the Manager elects not to purchase the Transfer Interest or fails to respond to the Sales Notice within the thirty (30) day period described above, the Selling Member may proceed with the sale to the proposed purchaser, subject to section 8.1.1.

(2) If the Manager elects to purchase the Transfer Interest, it shall do so within thirty (30) days.

(3) If the Manager elects not to purchase the Transfer Interest, or fails to respond to the Sales Notice within the thirty (30) day period described above, and the Selling Member and the purchaser subsequently agree to a reduction of the purchase price, a change in the consideration from cash or readily tradeable securities to deferred payment obligations or nontradeable securities, or any other material change to the terms set forth in the Sales Notice, such agreement between the Selling Member and the purchaser shall be treated as a new offer and shall again be subject to this section.

(4) If the Manager elects to purchase the Transfer Interest in accordance with this section, such election shall have the same binding effect as the then-current agreement between the Selling Member and the proposed purchaser. Thus, for example, if the Selling Member and the purchaser have entered into a non-binding letter of intent but have not entered into a binding definitive agreement, the election of the Manager shall have the effect of a non-binding letter of intent with the Selling Member. Conversely, if the Selling Member and the purchaser have entered into a binding definitive agreement, the election of the Manager shall have the effect of a binding definitive agreement. If the Selling Member and the Manager are deemed by this subsection to have entered into only a non-binding letter of intent, neither shall be bound to consummate a transaction if they are unable to agree to the terms of a binding agreement.

8.1.3. **Rights of Assignee**. Until and unless a person who is a transferee of Shares by an Investor Member is admitted to the Company as a Member pursuant to section 8.1.4 below, such transferee shall be entitled only to the allocations and distributions with respect to the Transferred Shares in accordance with this Agreement and, to the fullest extent permitted by applicable law, including but not limited to A.R.S. §29-3502, shall not have any non-economic rights of a Member of the Company, including, without limitation, the right to require any information on account of the Company's business, inspect the Company's books, or vote on Company matters.

8.1.4. **Conditions of Transfer**. A transferee of Transferred Shares shall have the right to become a Member if and only if all of the following conditions are satisfied:

(a) The transferor has notified the Manager of the proposed transfer at least thirty (30) business days in advance, describing the terms and conditions of the proposed transfer and any other information reasonably requested by the Manager;

(b) The transferee has executed a copy of this Agreement, agreeing to be bound by all of its terms and conditions;

(c) A fully executed and acknowledged written transfer agreement between the Transferor and the transferee has been filed with the Company;

(d) All costs and expenses incurred by the Company in connection with the transfer are paid by the transferor to the Company, without regard to whether the proposed transfer is consummated; and

(e) The Manager determines, and such determination is confirmed by an opinion of counsel satisfactory to the Manager stating, that (i) the transfer does not violate the Securities Act of 1933 or any applicable state securities laws, (ii) the transfer will not require the Company or the Manager to register as an investment company under the Investment Company Act of 1940, (iii) the transfer will not require the Manager or any affiliate that is not registered under the Investment Advisers Act of 1940 to register as an investment adviser, (iv) the transfer would not pose a material risk that (A) all or any portion of the assets of the Company would constitute "plan assets" under ERISA, (B) the Company would be subject to the provisions of ERISA, section 4975 of the Code or any applicable similar law, or (C) the Manager would become a fiduciary pursuant to ERISA or the applicable provisions of any similar law or otherwise, and (v) the transfer will not violate the applicable laws of any state or the applicable rules and regulations of any governmental authority; *provided*, that the delivery of such opinion may be waived, in whole or in part, at the sole discretion of the Manager.

8.1.5. **Admission of Transferee**. Any permitted transferee of Shares shall be admitted to the Company as a Member on the date agreed by the transferor, the transferee, and the Manager.

8.1.6. **Exempt Transfers**. The following transactions shall be exempt from the provisions of section 8.1:

(a) A transfer to or for the benefit of any spouse, child or grandchild of an Investor Member, or to a trust for their exclusive benefit;

(b) Any transfer pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended; and

(c) The sale of all or substantially all of the interests of the Company (including pursuant to a merger or consolidation);

provided, *however*, that in the case of a transfer pursuant to section 8.1.6(a), (i) the transferred Shares shall remain subject to this Agreement, (ii) the transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement, and (iii) the transferred Shares shall not thereafter be transferred further in reliance on section 8.1.6(a).

8.1.7. **Application to Certain Entities**. In the case of an Investor Member that is a Special Purpose Entity, the restrictions set forth in section 8.1 shall apply to indirect transfers of interests in the Company by transfers of interests in such entity (whether by transfer of an existing interest or the issuance of new interests), as well as to direct transfers. A "Special Purpose Entity" means (i) an entity formed or availed of principally for the purpose of acquiring or holding an interest in the Company, and (ii) any entity if the purchase price of its interest in the Company represents at least seventy percent (70%) of its capital.

8.1.8. **Other Transfers Void**. Transfers in contravention of this section shall be null, void and of no force or effect whatsoever, and the Members agree that any such transfer may and should be enjoined.

8.2. **Death, Insolvency, Etc**. Neither the death, disability, bankruptcy, or insolvency of a Member, nor the occurrence of any other voluntary or involuntary event with respect to a Member, shall give the Company or any Member the right to purchase such Member's Shares, nor give the Member (or his heirs, assigns, or representatives) the right to sell such Shares to the Company or any other Member. Instead, such Member or his heirs, assigns, or legal representatives shall remain a Member subject to the terms and conditions of this Agreement.

8.3. **Incorporation**. If the Manager determines that the business of the Company should be conducted in a corporation rather than in a limited liability company, whether for tax or other reasons, each Member shall cooperate in transferring the business to a newly formed corporation and shall execute such agreements as the Manager may reasonably determine are necessary or appropriate, consistent with the terms of this Agreement. In such event each Member shall receive stock in the newly formed corporation equivalent to his, her, or its Shares.

8.4. **Waiver of Appraisal Rights**. Each Member hereby waives any contractual appraisal rights such Member may otherwise have under the Act or otherwise, as well as any "dissenter's rights."

8.5. **Mandatory Redemptions**.

8.5.1. **Based on ERISA Considerations**. The Manager may, at any time, cause the Company to purchase all or any portion of the Shares owned by an Investor Member whose assets are governed by Title I of the Employee Retirement Income Security Act of 1974, Code section 4975, or any similar Federal, State, or local law, if the Manager determines that all or any portion

of the assets of the Company would, in the absence of such purchase, more likely than not be treated as “plan assets” or otherwise become subject to such laws.

8.5.2. **Based on Other Bona Fide Business Reasons**. The Manager may, at any time, cause the Company to purchase all of the Shares owned by an Investor Member if the Manager determines that (i) such Investor Member made a material misrepresentation to the Company; (ii) legal or regulatory proceedings are commenced or threatened against the Company or any of its members arising from or relating to the Investor Member's interest in the Company; (iii) the Manager believes that such Investor Member's ownership has caused or will cause the Company to violate any law or regulation; (iv) such Investor Member has violated any of his, her, or its obligations to the Company or to the other Members; or (ii) such Investor Member is engaged in, or has engaged in conduct (including but not limited to criminal conduct) that (A) brings the Company, or threatens to bring the Company, into disrepute, or (B) is adverse and fundamentally unfair to the interests of the Company or the other Members.

8.5.3. **Purchase Price and Payment**. In the case of any purchase of Shares described in this section 8.6 (i) the purchase price of the Shares shall be ninety percent (90%) of the amount the Investor Member would receive with respect to such Shares if all of the assets of the Company were sold for their fair market value, all the liabilities of the Company were paid, and the net proceeds were distributed in accordance with section 4.1; and (ii) the purchase price shall be paid by wire transfer or other immediately-available funds at closing, which shall be held within sixty (60) days following written notice from the Manager.

8.6. **Section 1031 Exchange**. The Manager may exchange the Project for other property in a transaction described in Code section 1031, but only if, in connection with such transaction, each Investor Member is given the option to sell all (but not less than all) his, her, or its Shares back to the Company for an amount equal to the amount such Investor Member would receive if all the assets of the Company were sold for their fair market value, the liabilities of the Company were satisfied, and the net proceeds were distributed among the Members in liquidation of the Company.

8.7. **Fair Market Value of Assets**.

8.7.1. **In General**. For purposes of section 8.5, section 8.6.3, and section 8.7, the fair market value of the Company's assets shall be as agreed by the Manager and the Member(s) whose Shares are being purchased. If they cannot agree, the fair market values shall be determined by a single qualified appraiser chosen by the mutual agreement of the Manager and the Member(s) in question. If they cannot agree on a single appraiser, then they shall each select a qualified appraiser to determine the fair market value. Within forty-five (45) days, each such appraiser shall determine the fair market value, and if the two values so determined differ by less than ten percent (10%) then the arithmetic average of the two values shall conclusively be deemed to be the fair market value of the assets. If the two values differ by more than ten percent (10%), then the two appraisers shall be instructed to work together for a period of ten (10) days to reconcile their differences, and if they are able to reconcile their differences to within a variation of ten percent (10%), the arithmetical average shall conclusively be deemed to be the fair market value. If they are unable to so reconcile their differences, then the two appraisers shall, within ten (10) additional days, pick a third appraiser. The third appraiser shall, within an additional ten (10) days, review the appraisals performed by the original two, and select the one that he believes most closely reflects the fair market value of the Company's assets, and that appraisal shall conclusively be deemed to be the fair market value.

8.7.2. **Special Rules**.

(a) **Designation of Representative**. If the Shares of more than one Investor Member are being purchased, then all such Investor Members shall select a single representative, voting on the basis of Shares owned by each, and such single representative (who may but need not be one of the Investor Members in question) shall speak and act for all such Investor Members.

8.7.3. **Cost of Appraisals**. The Company on one hand and the Investor Member(s) whose Shares are being purchased on the other hand shall each pay for the appraisal such party obtains pursuant to section 8.8.1. If a third appraiser is required, the parties shall share the cost equally.

8.8. **Pledge of Shares**. In the event the Manager determines that the Company should borrow money and the lender requires a pledge of the equity securities of the Company as collateral, then each Investor Member shall execute such instruments as the lender may require to pledge all of such Investor Member's Shares to or for the benefit of the lender and represent that he, she, or its owns such Shares free from all liens and other encumbrances, provided that no Investor Member shall be required to assume personal liability for the indebtedness, pledge any other assets, or assume any other obligations.

8.9. **Transfers of Class D Shares**. Nothing in this Agreement shall be construed to limit, restrict, or prohibit any transfer of Class D Shares.

8.10. **Withdrawal**. An Investor Member may withdraw from the Company by giving at least ninety (90) days' notice to the Manager. The withdrawing Investor Member shall be entitled to no distributions or payments from Company on account of his, her, or its withdrawal, nor shall he, she, or it be indemnified against liabilities of Company. For purposes of this section, an Investor Member who transfers Investor Shares pursuant to (i) a transfer permitted under section 8.1, or (ii) an involuntary transfer by operation of law, shall not be treated as thereby withdrawing from Company.

9. ARTICLE NINE: DISSOLUTION AND LIQUIDATION

9.1. **Dissolution**. The Company shall be dissolved only upon (i) the determination of the Manager to dissolve, or (ii) the entry of a judicial decree of dissolution. Dissolution shall be effective on the date designated by the Manager, but the Company shall not terminate until liquidation of the Company has been completed in accordance with the provisions of section 9.2.

9.2. **Liquidation**.

9.2.1. **Generally**. If the Company is dissolved, the Company's assets shall be liquidated, and no further business shall be conducted by the Company except for such action as shall be necessary to wind-up its affairs and distribute its assets to the Members pursuant to the provisions of this Article Nine. Upon such dissolution, the Manager shall have full authority to wind-up the affairs of the Company and to make final distribution as provided herein.

9.2.2. **Distribution of Assets**. After liquidation of the Company, the assets of the Company shall be distributed as set forth in Article Four.

9.2.3. **Distributions In Kind**. The assets of the Company shall be liquidated as promptly as possible so as to permit distributions in cash, but such liquidation shall be made in an orderly manner so as to avoid undue losses attendant upon liquidation. In the event that in the Manager' opinion complete liquidation of the assets of the Company within a reasonable period of time proves impractical, assets of the Company other than cash may be distributed to the Members in kind but only after all cash and cash equivalents have first been distributed and after the Pre-Distribution Adjustment.

9.2.4. **Statement of Account**. Each Member shall be furnished with a statement prepared by the Company's accountants, which shall set forth the assets and liabilities of the Company as of the date of complete liquidation, and the capital account of each Member immediately prior to any distribution in liquidation.

10. ARTICLE TEN: AMENDMENTS

10.1. **Amendments Not Requiring Consent**. The Manager may amend this Agreement without the consent of any Member to effect:

10.1.1. The correction of typographical errors;

10.1.2. A change in the name of the Company, the location of the principal place of business of the Company, the registered agent of the Company or the registered office of the Company;

10.1.3. The admission, substitution, withdrawal, or removal of Members in accordance with this Agreement;

10.1.4. An amendment that cures ambiguities or inconsistencies in this Agreement;

10.1.5. An amendment that adds to its own obligations or responsibilities;

10.1.6. A change in the fiscal year or taxable year of the Company and any other changes that the Manager determines to be necessary or appropriate as a result of a change in the fiscal year or taxable year of the Company;

10.1.7. A change the Manager determines to be necessary or appropriate to prevent the Company from being treated as an "investment company" within the meaning of the Investment Company Act of 1940;

10.1.8. A change the Manager determines to be necessary or appropriate to satisfy any requirements or guidelines contained in any opinion, directive, order, ruling, or regulation of any federal or state agency or judicial authority or contained in any Federal or State statute, including but not limited to "no-action letters" issued by the Securities and Exchange Commission;

10.1.9. A change that the Manager determines to be necessary or appropriate to prevent the Company from being subject to the Employee Retirement Income Security Act of 1974;

10.1.10. A change the Manager determines to be necessary or appropriate to reflect an investment by the Company in any corporation, partnership, joint venture, limited liability company or other entity;

10.1.11. An amendment that conforms to the Disclosure Document;

10.1.12. Any amendments expressly permitted in this Agreement to be made by the Manager acting alone; or

10.1.13. Any other amendment that does not have, and could not reasonably be expected to have, an adverse effect on the Investor Members.

10.2. **Amendments Requiring Majority Consent**. Any amendment that has, or could reasonably be expected to have, an adverse effect on the Investor Members, other than amendments described in section 11.4, shall require the consent of the Manager and Investor Members holding a majority of the Investor Shares and Class D Shares, voting together; provided that if the amendment affects only Investor Members owning Class A Shares, Class B Shares, Class C Shares, or Class D Shares, then such amendment shall require only the consent of the Manager and Investor Members holding a majority of such class.

10.3. **Amendments to Vary Distributions**. The Manager may amend Article Four to increase the distributions to one or more Investor Members without the consent of any other Investor Member, provided that any such increase does not decrease the distributions to any other Investor Members. Any such amendment may be affected by a letter agreement between the Manager and the affected Investor Member(s).

10.4. **Amendments Requiring Unanimous Consent**. The following amendments shall require the consent of the Manager and each affected Member:

10.4.1. An amendment deleting or modifying any of the amendments already listed in this section 10.4;

10.4.2. An amendment that would require any Investor Member to make additional Capital Contributions; and

10.4.3. An amendment that would impose personal liability on any Investor Member.

10.5. **Procedure for Obtaining Consent**. If the Manager proposes to make an amendment to this Agreement that requires the consent of Investor Members, the Manager shall notify each affected Investor Member, specifying the proposed amendment and the reason(s) why the Manager believes the amendment is in the best interest of the Company. At the written request of Investor Members holding at least Twenty Percent (20%) of the Investor Shares voting together (unless the amendment affects only one or two classes), the Manager shall hold an in-person or electronic meeting (*e.g.*, a webinar) to explain and discuss the amendment. Voting may be through paper or electronic ballots. If an Investor Member does not respond to the notice from the Manager within twenty (20) calendar days, the Manager shall send a reminder. If the Investor Member does not respond for an additional ten (10) calendar days following the reminder such Investor Member shall be deemed to have consented to the proposed amendment(s). If the Manager proposes an amendment that is not approved by the Investor Members within ninety (90) days from proposal, the Manager shall not again propose that amendment for at least six (6) months.

11. ARTICLE ELEVEN: MISCELLANEOUS

11.1. **Notices**. Any notice or document required or permitted to be given under this Agreement may be given by a party or by its legal counsel and shall be deemed to be given (i) one day after being deposited with an overnight delivery service (unless the recipient demonstrates that the package was not delivered to the specified address), or (ii) on the date transmitted by electronic mail (unless the recipient demonstrates that such electronic mail was not received into the recipient's Inbox), to the principal business address of the Company, if to the Company or the Manager, to the email address of an Investor Member provided by such Investor Member, or such other address or addresses as the parties may designate from time to time by notice satisfactory under this section.

11.2. **Electronic Delivery**. Each Member hereby agrees that all communications with the Company, including all tax forms, shall be via electronic delivery.

11.3. **Governing Law**. This Agreement shall be governed by the internal laws of Arizona without giving effect to the principles of conflicts of laws. Each Member hereby (i) consents to the personal jurisdiction of the Arizona courts or the Federal courts located in or most geographically convenient to Phoenix, Arizona, (ii) agrees that all disputes arising from this Agreement shall be prosecuted in such courts, (iii) agrees that any such court shall have in personam jurisdiction over such Member, and (iv) consents to service of process by notice sent by regular mail to the address on file with the Company and/or by any means authorized by Arizona law.

11.4. **Waiver of Jury Trial**. EACH MEMBER ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH MEMBER IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

11.5. **Signatures**. This Agreement may be signed (i) in counterparts, each of which shall be deemed to be a fully executed original; and (ii) electronically, *e.g.*, via DocuSign. An original signature transmitted by facsimile or email shall be deemed to be original for purposes of this Agreement.

11.6. **No Third-Party Beneficiaries**. Except as otherwise specifically provided in this Agreement with respect to Agent, this Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

11.7. **Binding Effect**. This Agreement shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.

11.8. **Titles and Captions**. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

11.9. **Pronouns and Plurals**. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

11.10. **Execution by Investor Members**. It is anticipated that this Agreement will be executed by Investor Members through the execution of a separate Investment Agreement or other document satisfactory to the Company.

11.11. **Legal Representation**. The Company and the Manager have been represented by Lex Nova Law LLC in connection with the preparation of this Agreement. Each Investor Member (i) represents that such Investor Member has not been represented by Lex Nova Law LLC in connection with the preparation of this Agreement, (ii) agrees that Lex Nova Law LLC may represent the Company and/or the Manager in the event of a dispute involving such Investor Member, and (iii) acknowledges that such Investor Member has been advised to seek separate counsel in connection with this Agreement.

11.12. **Days**. Any period of days mandated under this Agreement shall be determined by reference to calendar days, not business days, except that any payments, notices, or other performance falling due on a Saturday, Sunday, or federal government holiday shall be considered timely if paid, given, or performed on the next succeeding business day.

11.13. **Entire Agreement**. This Agreement constitutes the entire agreement among the parties with respect to its subject matter and supersedes all prior agreements and understandings. Without limiting the preceding sentence, this Agreement replaces and supersedes the Original Agreement and the First Amended Agreement for all periods following its adoption.

Intentionally Blank – Signatures on Following Page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

VENTURE ON LOCKETT LLC

By:
Neighborhood Management, LLC
As Manager

By_*Jamison Manwaring*_
Jamison Manwaring, Manager

NEIGHBORHOOD MANAGEMENT, LLC

By_*Jamison Manwaring*_
Jamison Manwaring, Manager