Execution Copy

LIMITED LIABILITY COMPANY AGREEMENT

OF

APEX RESOURCE CENTER PARTNERS LLC
a Florida limited liability company

THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES ACTS OR LAWS OF ANY STATE OR TERRITORY IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION UNDER THOSE ACTS. BY ACQUIRING INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT, EACH MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS INTERESTS WITHOUT COMPLIANCE WITH THE PROVISIONS OF THIS LIMITED LIABILITY COMPANY AGREEMENT AND REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER.

THIS AGREEMENT IS SUBJECT TO ARBITRATION.

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THIS LIMITED LIABILITY COMPANY AGREEMENT is made and entered into by and among the LLC and the Members effective as of the Effective Date (defined below) and, for each other Person executing this Agreement, effective as of the date of the Joinder Certificate of such Person. Unless otherwise indicated, capitalized words and phrases in this Limited Liability Company Agreement shall have the meanings set forth in the Glossary of Terms attached as **Exhibit C** hereto.

ARTICLE 1
FORMATION

SECTION 1.1 **Formation; General Terms; Effective Date**. The LLC was formed on October 8, 2025, upon the filing of the Articles with the Florida Secretary of State. A copy of the Articles is attached hereto as **Exhibit A**.

The rights and obligations of the Members and the terms and conditions of the LLC shall be governed by the Act and this Agreement, including all the Exhibits to this Agreement. Unless otherwise required by law, if and to the extent the Act and this Agreement are inconsistent with respect to any subject matter covered in this Agreement, this Agreement shall govern. This Agreement shall be effective as of the date the LLC was formed (the "***Effective Date***").

The Manager shall execute and file on behalf of the LLC all other instruments or documents, and shall do or cause to be done all such filing, recording, or other acts as may be necessary or appropriate from time to time to comply with the requirements of law for the continuation and operation of a limited liability company in Florida and in the other jurisdictions in which the LLC shall transact business.

SECTION 1.2 **Name**. The name of the LLC shall be Apex Resource Center Partners LLC. The Manager may amend the Articles at any time to change the name of the LLC. The Manager shall provide each Member with notice of any such name change. The name of the LLC shall be the exclusive property of the LLC, and no Member shall have any rights in the LLC's name or any derivation thereof, even if the name contains such Member's own name or a derivation thereof.

SECTION 1.3 **Principal Office**. The principal office of the LLC shall be 1641 Merroway Lane, Ponte Vedra, FL 32081 or such other place as the Manager may designate from time to time.

SECTION 1.4 **Purpose**. The purposes of the LLC shall be (i) to operate a school focused on the advancement of automobile drivers who aim to race professionally; (ii) to own, hold, maintain, encumber, lease, sell, transfer or otherwise dispose of all property or assets or interests in property or assets as may be necessary, appropriate or convenient to accomplish the activities described in clauses; (iii) to incur indebtedness or obligations in furtherance of the activities described in clause (i-ii) above; and (iv) to conduct such other activities as may be necessary or incidental to the foregoing, all on the terms and conditions and subject to the limitations set forth in this Agreement.

SECTION 1.5 **Registered Agent; Registered Office**. The LLC's registered agent and registered office are set forth in the Articles, and may be changed from time to time by the Manager, in which case the Manager shall file a statement of change as required by the Act.

SECTION 1.6 **Commencement and Term**. The LLC commenced at the time and on the date appearing in the Articles and shall continue in existence until it is dissolved, its affairs are wound up and final liquidating distributions are made pursuant to this Agreement.

SECTION 1.7 **Tax Classification**. The parties acknowledge that pursuant to Treasury Regulation Section 301.7701-3, the LLC shall be classified as a partnership for federal income tax purposes until the effective date of any election it may make to change its classification for federal income tax purposes to that of a corporation. It is agreed that the Manager shall have authority, on behalf of the LLC and each Unitholder, to file and make such election to change the tax classification of the LLC from a partnership to a corporation at such time as the Manager determines that such a change is in the best interests of the LLC.

ARTICLE 2
CAPITAL CONTRIBUTIONS; ISSUANCE OF INTERESTS; CAPITAL ACCOUNTS

SECTION 2.1 **Initial Capital Contributions**. Contemporaneously with the execution of, or joinder to, this Agreement, each Class A Unitholder shall receive their respective Interests in exchange for a Capital Contribution in the amount set forth opposite such Class A Unitholder's name on the attached Information Exhibit. The Class B Unitholders shall not make any Capital Contribution but shall receive their Interests in exchange for the promise to provide services to the LLC and pursuant to separate agreements between the Class B Unitholders and the LLC. Contemporaneously with the execution of, or joinder to, this Agreement, each Class C Unitholder shall receive their respective Interests in exchange for a Capital Contribution in the amount set forth opposite such Class C Unitholder's name on the attached Information Exhibit or as determined by the Manager. The parties agree that the initial Capital Accounts of the Members shall be the amounts specified on the attached Information Exhibit.

SECTION 2.2 **No Required Additional Capital Contributions; Loans**. No Unitholder shall be obligated to make, or have any liability for, any Capital Contributions other than such Unitholder's initial Capital Contribution to acquire its Interest or be obligated to lend money to the LLC or guarantee any loan to the LLC without the consent of such Person.

SECTION 2.3 **Member Loans**. The Members may be permitted to make loans to the LLC if and to the extent they so desire, and if the Manager determines that such loans are necessary or appropriate in connection with the conduct of the LLC's business (including without limitation, expansion or diversification). Such loans shall be made upon terms and such maturities that are no less favorable to the LLC than those generally prevailing with respect to comparable transactions between unrelated parties. Any Member loans pursuant to this Section shall be repaid to the Members on a *pari passu* basis together with any interest accrued thereon unless any Member making a loan to the LLC agrees in writing to subordinate its loan to that of another Member.

SECTION 2.4 **Issuance of Additional Interests.**

(a) Issuance of Additional Interests. The Manager may cause the LLC to issue (i) additional Interests (including other classes or series thereof having different rights, powers and duties, including rights, powers and duties senior to those of the Members), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Interests, and (iii) warrants, options or other rights to purchase or otherwise acquire Interests to such Persons, including Members, in exchange for such Capital Contributions and pursuant to such other terms and conditions determined by the Manager provided that the LLC shall not issue Interests to any Person unless such Person shall have executed the Joinder Certificate attached as Schedule I (the "***Joinder Certificate***"). The issuance of additional Interests in the

LLC (including other classes or series thereof having different rights) shall dilute the Percentage Interests of each of the Unitholders in proportion to the number of Units (regardless of class or other classification) held by such Unitholders at the time of issuance. The Manager may amend this Agreement to reflect the issuance of the Interests, including appropriate changes to the distribution, allocation and liquidation provisions to reflect the rights of the issued Interests.

(b) Part Year Allocation With Respect to New Members. No new Members issued Interests pursuant to this Section 2.4 shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the LLC. In accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder, when a new Member is admitted pursuant to this Section, the LLC shall make pro rata allocations of loss, income and expense deductions to such new Member for that portion of the LLC's Fiscal Year in which the new Member became a Member pursuant to this Section unless the LLC elects, in accordance with Section 11.5, to close the LLC's books (as though the LLC's Fiscal Year had ended) for purposes of determining the allocations to such new Member.

SECTION 2.5 Maintenance of Capital Accounts; Withdrawals; Interest. Individual Capital Accounts shall be maintained for each of the Unitholders. No Unitholder shall be entitled to withdraw any part of its Capital Account or to receive any distribution except as provided in this Agreement. No Unitholder shall be entitled to receive any interest on its Capital Contributions or with respect to its Capital Account. Each Unitholder shall look solely to the assets of the LLC for the return of its Capital Contributions and, except as otherwise provided in this Agreement, shall have no right or power to demand or receive property other than cash from the LLC. No Unitholder shall have priority over any other Unitholder as to the return of its Capital Contributions, distributions or allocations, except as provided in this Agreement.

SECTION 2.6 Class of Members and Issuance of Units. There shall be multiple classes of Members. Each Member shall hold an Interest. Each Member's Interest shall be denominated in Units, and the relative rights, privileges, preferences and obligations with respect to the Member's Interest shall be determined under this Agreement and the Act based upon the number and class of Units held by the Member with respect to the Member's Interest. As of the Effective Date, the number and class of Units held by each Member is set forth on the Information Exhibit. The classes of Units are as follows:

(a) Class A Units. Class A Units shall consist of those Units held by the Members listed on the Information Exhibit as holding Class A Units. Class A Units shall be non-voting and shall have no ability to determine the Manager of the LLC. Class A Units shall have all the rights, privileges and obligations as are specifically provided for in this Agreement for Class A Units, and as may otherwise be generally applicable to all classes of Units, unless such application is specifically limited to one or more other classes of Units.

(b) Class B Units. Class B Units shall consist of those Units held by the Members listed on the Information Exhibit as holding Class B Units. Class B Units are intended to constitute "profits interests" as more clearly defined in Section 2.7(h). Class B Units shall be non-voting and shall have no ability to determine the Manager of the LLC. Class B Units shall have all the rights, privileges and obligations as are specifically provided for in this Agreement for Class B Units, and as may otherwise be generally applicable to all classes of Units, unless such application is specifically limited to one or more other classes of Units.

(c) Class C Units. Class C Units shall consist of those Units held by the Members listed on the Information Exhibit as holding Class C Units. Class C Units shall be voting. Any action requiring the vote of any of the Units or the Members shall require the written consent of the holders of a majority of the Class C Units. Class C Units shall have all the rights, privileges and obligations as are specifically provided

for in this Agreement for Class C Units, and as may otherwise be generally applicable to all classes of Units, unless such application is specifically limited to one or more other classes of Units.

SECTION 2.7 Special Terms for Class B Units.

(a) Issuance of Class B Units. The Manager is authorized to issue at any time and from time-to-time Class B Units to service providers of the LLC or its Affiliates (each a "***Service Provider***") in exchange for the services provided by such Persons. In connection with the issuance of Class B Units, the Manager is authorized to negotiate and enter into award agreements with each Person to whom is granted Class B Units (an "***Award Agreement***"). Each Award Agreement shall include such terms, conditions, rights and obligations as may be determined by the Manager, in its sole discretion.

(b) Vesting. Except as otherwise provided in an Award Agreement, a third (1/3) of the Class B Units granted to a Service Provider shall vest on each annual anniversary of the date of grant (the "***Vesting Date***") of such Class B Units (subject to the Service Provider's continuous providing of services to the LLC or one of its Affiliates from the date of grant through such Vesting Date) so that such Class B Units become 100% vested three years from Vesting Date. Any Class B Units that have not vested shall be referred to herein as "***Unvested Class B Units***" and any Class B Units that have vested shall be referred to herein as "***Vested Class B Units***".

(c) Threshold Equity Value. Immediately prior to each issuance of Class B Units, the Manager shall determine the threshold equity value for such Units and shall include such amount in the Award Agreement applicable to the issuance of such Unit (the "***Threshold Equity Value***").

(d) Voting Rights. Members owning Unvested or Vested Class B Units shall not have the ability to vote on any LLC matter and shall not have the right to receive notice of or participate in any meeting of the Members by virtue of owning Unvested or Vested Class B Units.

(e) Distributions with Respect to Unvested Units. Except as otherwise provided in an Award Agreement, subject to Section 3.2, Unvested Class B Units shall be entitled to their pro-rata portion of any distributions made to Unitholders pursuant to this Agreement.

(f) Forfeiture of Class B Units. Pursuant to any Award Agreement, Class B Units may be forfeited or terminated upon the occurrence of certain events.

(g) Profits Interests. Class B Units are intended to constitute a "profits interest" in the LLC within the meaning of Revenue Procedure 93-27, as clarified by Revenue Procedure 2001-43, or any successor authority thereto, for federal income tax purposes. As a "profits interest" in the LLC, the Class B Units shall constitute an interest in the Profits of the LLC earned after the date of issuance of such Units and shall not entitle the holder thereof to any portion of the fair market value of the LLC as of the date that such Units are issued, and all allocations and distributions made pursuant to this Agreement shall be made in a manner consistent with this principle. By executing this Agreement, the Members and the Manager agree to take such actions as may be required by any authority that may be issued in the future with respect to the taxation of "profits interests" transferred in connection with the performance of services to conform the tax consequences to any Member that receives such "profits interest" as closely as possible to the consequences under Revenue Procedure 93-27 and Revenue Procedure 2001-43. None of the Members who are issued such "profits interests" shall make Capital Contributions in connection with the acquisition of such Class B Units and the LLC shall treat such Members as holding "profits interests" for all purposes of this Agreement. None of the LLC, the Members or the Manager make any representation or warranty as to whether any of the Class B Units issued constitute a "profits interests" or as to any of the tax

consequences of the issuance or the receipt of any distribution or other amounts on account of any of the Class B Units intended to constitute "profits interests".

(h) Section 83(b) Election. Each Service Provider or Person, as applicable, that receives Unvested Class B Units shall make a timely and effective election under Code § 83(b) with respect to such Unvested Class B Units, as applicable, and shall promptly provide a copy to the LLC. Except as otherwise determined by the Manager, both the LLC and the Members shall (A) treat such Units as issued for tax purposes, (B) treat such Service Provider or Person as a partner for tax purposes with respect to such Units and (C) file all tax returns and reports consistently with the foregoing.

ARTICLE 3
DISTRIBUTIONS

SECTION 3.1 Tax Distributions. As permitted by applicable law and subject to any applicable restrictions in loan documents with the LLC's creditors, the LLC shall use commercially reasonable efforts to distribute to each Unitholder within ninety (90) days after the end of each Fiscal Year cash in an amount sufficient to enable each Unitholder to discharge any Federal, state and local tax liability for such taxable year (excluding penalties) arising as a result of its ownership of an Interest, determined by assuming the applicability to each Unitholder of the highest combined effective marginal Federal, state and local income tax rates for any individual actually obligated to report on any tax returns income derived from the LLC. To the extent distributions otherwise payable to a Unitholder pursuant to Section 3.2 are insufficient to cover such tax liabilities, the LLC shall make cash distributions in amounts that, when added to the cash distributions otherwise payable pursuant to Section 3.2, shall equal such tax liability. The amount of such tax liability shall be calculated taking into account (i) the deductibility (to the extent allowed) of state and local income taxes for United States Federal income tax purposes, (ii) the amount of net cumulative tax loss previously allocated to such Unitholder (and such Unitholder's predecessors) in prior Fiscal Years and not used in prior Fiscal Years to reduce taxable income for the purpose of making distributions under this Section 3.1 (based on the assumption that taxable income or taxable loss from the LLC is each Unitholder's only taxable income or tax loss), and (iii) the character of the income allocated to such Unitholder. Distributions pursuant to this Section 3.1 shall be treated as distributions to the Unitholders pursuant to Section 3.2. Any distributions pursuant to this Section 3.1 are subject to the reasonably required needs of the LLC, as determined by the Manager, to maintain sufficient funds for working capital, reserves, and other business purposes so as not to impair the ability of the LLC to continue its business operations.

SECTION 3.2 Cash Distributions.

(a) Subject to Section 3.2(b) and Section 3.2(c), prior to the dissolution of the LLC, Distributable Cash shall be distributed in such amounts and at such intervals as determined by the Manager to the Unitholders as follows:

(i) First, 80% to the Class A Members pro-ratably in proportion to their Capital Contributions and 20% to the Class C Members until the Class A Members have received a return of two times their aggregate Capital Contributions (the "***Preferred Return***"); and

(ii) Thereafter, pro rata among the Class A Members, Class B Members, and Class C Members in accordance with their Percentage Interests.

(b) Notwithstanding Section 3.2(a) above or Section 10.03(b), (i) a Class B Member shall be entitled to aggregate distributions of Distributable Cash pursuant to Section 3.2(a) above or Section 10.03(b) only to the extent that the distributions do not exceed the aggregate amount of Profits allocated to

such Unitholder in respect of its Class B Units, as applicable, through such time and (ii) a Class B Unitholder shall not be entitled to any distributions of Distributable Cash pursuant to Section 3.2(a) above or Section 10.03(b) with respect to his or her Class B Units, as applicable, until such distributions, together with any repurchases of Units pursuant to this Agreement, are equal to the respective Threshold Equity Value. Any amounts not distributable in respect of Class B Units pursuant to Section 3.2(a) above or Section 10.03(b) as a result of the immediately preceding sentence shall be distributed to the Unitholders in accordance with their respective Percentage Interests.

(c) To the extent all or a portion of a distribution to be apportioned to a Class B Unitholder under Section 3.2(a) exceeds the "vested" portion of a distribution, the excess amount shall be held in the general operating account of the LLC and released to the Class B Unitholder as the underlying Class B Units, as applicable, relating to the excess amount vest in accordance with this Agreement and such Class B Unitholder's respective Award Agreement. If the underlying Class B Units, as applicable, relating to such amounts are forfeited in accordance with this Agreement or the Award Agreement applicable to such Class B Unitholder, any amounts so held that are not released to a Class B Unitholder shall be released to the LLC. Any amounts released to the LLC shall be distributed to the Unitholders with their respective Percentage Interests. For the avoidance of doubt, Profits and Losses shall be allocated to a Class B Unitholder of unvested Class B Units, as applicable, as if such Units were fully vested.

SECTION 3.3 **Tax Withholding**. In the event any federal, foreign, state or local jurisdiction requires the LLC to withhold taxes or other amounts with respect to any Unitholder's allocable share of Profits, taxable income or any portion thereof, or with respect to distributions, the LLC shall withhold from distributions or other amounts then due to such Unitholder (or former Unitholder) an amount necessary to satisfy the withholding responsibility. In such a case, the Unitholder (or former Unitholder) for whom the LLC has paid the withholding tax shall be deemed to have received the withheld distribution or other amount due and to have paid the withholding tax directly. Consequently, distributions to be made to a Unitholder pursuant to Section 3.1 or Section 3.2 will be reduced by any withholding made pursuant to this Section 3.3.

If it is anticipated that at the due date of the LLC's withholding obligation the Unitholder's share of cash distributions or other amounts due is less than the amount of the withholding obligation (including, due to the fact that such Person is no longer a Unitholder), the Unitholder (or former Unitholder) with respect to which the withholding obligation applies shall pay to the LLC the amount of such shortfall within ten (10) days after notice by the LLC. In the event a Unitholder (or former Unitholder) fails to make the required payment when due hereunder, and the LLC nevertheless pays the withholding, in addition to the LLC's remedies for breach of this Agreement, the amount paid shall be deemed a recourse loan from the LLC to such Unitholder bearing interest at the Default Rate, and the LLC shall apply all distributions (interim or liquidating) or payments that would otherwise be made to such Unitholder toward payment of the loan and interest, which payments or distributions shall be applied first to interest and then to principal until the loan is repaid in full. The obligations of a Unitholder (or former Unitholder) pursuant to this Section shall survive the termination, dissolution, liquidation and winding up of the LLC and the withdrawal of such Unitholder from the LLC or transfer of its Interest.

SECTION 3.4 **Noncash Interim and Liquidating Distributions**. The LLC may make interim and liquidating distributions to the Unitholders other than in cash as determined by the prior written consent of the Manager.

SECTION 3.5 **Distributions Subject to Set-Off**. Except as otherwise provided in this Agreement, all distributions (interim or liquidating) are subject to set-off by the LLC for any past-due obligation of a Unitholder to the LLC.

ARTICLE 4
ALLOCATIONS

SECTION 4.1 **Profits and Losses**. For each Fiscal Year of the LLC, after adjusting each Unitholder's Capital Account for all Capital Contributions and distributions during such Fiscal Year and all Regulatory Allocations pursuant to **Exhibit D** with respect to such Fiscal Year, all Profits and Losses (other than Profits and Losses specially allocated pursuant to **Exhibit D** shall be allocated to the Unitholders' Capital Accounts in a manner such that, as of the end of such Fiscal Year, the Capital Account of each Unitholder (which may be either a positive or negative balance) shall be equal to the following: (i) the amount which would be distributed to such Unitholder, determined as if the LLC were to liquidate and sell all of its assets for cash equal to the Agreed Value thereof, all liabilities of the LLC were satisfied (limited with respect to each nonrecourse liability to the Agreed Value of the assets securing such liability) and the proceeds thereof were distributed pursuant to Section 10.3 hereof, minus (ii) the sum of (A) such Unitholder's share of Company Minimum Gain (as determined according to Treasury Regulation Section 1.704-2(d) and (g)(3)) and Member Nonrecourse Debt Minimum Gain (as determined according to Treasury Regulation Section 1.704 2(i)) and (B) the amount, if any, which such Unitholder is obligated to contribute to the capital of the LLC as of the last day of such Fiscal Year.

SECTION 4.2 **Allocations Savings Provision**. The allocations set forth in this Article 4 are intended to allocate Profits and Losses to the Unitholders in accordance with their economic interests in the LLC while complying with the requirements of Subchapter K of Chapter 1 of Subtitle A of the Code (particularly Section 704 thereof) and the Treasury Regulations promulgated thereunder. It is the intent of the Members that if immediately after making the allocations set forth in this Article 4, the LLC was dissolved, its affairs wound up and its assets were distributed to the Unitholders in accordance with their respective Capital Account balances, such distributions would, as nearly as possible, be equal to the distributions that would be made pursuant to Section 3.1. If, in the opinion of the Manager, the allocations pursuant to the other provisions of this Article 4 are not consistent with the intent of the Members described in the previous sentence, then notwithstanding anything to the contrary contained in this Article 4, Profits and Losses shall be allocated in such manner as the Manager in the exercise of its good faith discretion determines to be required so as to reflect properly the foregoing premises and conditions of this Section, and this Agreement shall thereby be amended to reflect any such change in the method of allocating Profits and Losses; provided, however, that any change in the method of allocating Profits and Losses shall be made in good faith and shall not materially alter the economic arrangement of the Members or otherwise unfairly discriminate against any Member.

SECTION 4.3 **Code Section 704(c) Tax Allocations**. Income, gain, loss, and deduction with respect to any property contributed to the capital of the LLC shall, solely for tax purposes, be allocated among the Unitholders so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its initial Agreed Value pursuant to any method allowable under Code § 704(c) and the Treasury Regulations promulgated thereunder.

If the Agreed Value of any LLC asset is adjusted after its contribution to the LLC, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Agreed Value pursuant to any method allowable under Code § 704(c) and the Treasury Regulations promulgated thereunder.

Any elections or other decisions relating to allocations under this Section shall be determined by the Manager. Absent a determination by the Manager, the remedial allocation method under Treasury Regulation § 1.704-3(d) shall be used. Allocations pursuant to this Section are solely for purposes of federal, state, and local taxes and shall not be taken into account in computing any Unitholder's Capital

Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

SECTION 4.4 Miscellaneous.

(a) Allocations Attributable to Particular Periods. For purposes of determining Profits, Losses or any other items allocable to any period, such items shall be determined on a daily, monthly, or other basis, as determined by the Manager using any permissible method under Code § 706 and the Treasury Regulations thereunder. Absent such a determination, such items shall be determined on a daily basis.

(b) Other Items. Except as otherwise provided in this Agreement, all items of LLC income, gain, loss, deduction, credit and any other allocations not otherwise provided for shall be divided among the Unitholders in the same proportion as they share Profits or Losses, as the case may be, for the year.

(c) Tax Consequences; Consistent Reporting. The Unitholders are aware of the income tax consequences of the allocations made by this Article and hereby agree to be bound by those allocations as reflected on the information returns of the LLC in reporting their shares of LLC income and loss for income tax purposes. Each Unitholder agrees to report its distributive share of LLC items of income, gain, loss, deduction and credit on its separate return in a manner consistent with the reporting of such items to it by the LLC. Any Unitholder failing to report consistently, and who notifies the Internal Revenue Service of the inconsistency as required by law, shall reimburse the LLC for any legal and accounting fees incurred by the LLC in connection with any examination of the LLC by federal or state taxing authorities with respect to the year for which the Unitholder failed to report consistently.

ARTICLE 5
MANAGEMENT; DUTIES

SECTION 5.1 Management by the Manager; Limitations on Actual Authority; Title; Delegation of Authority; Compensation.

(a) General Authority of the Manager. Except as set forth in those provisions of this Agreement that specifically require the vote, consent, approval or ratification of the Members, the management, policies and control of the LLC shall be vested exclusively in the Manager; provided, however, the Manager may delegate its authority and duties hereunder and engage third-parties (including their Affiliates) in connection with the management of the LLC as provided in this Agreement. Without limiting the generality of the foregoing, (i) the Manager shall have sole and complete discretion in determining whether to issue Interests, the number of Interests to be issued at any particular time, the Capital Contribution or purchase price for any Interests issued, and all other terms and conditions governing the issuance of Interests; and (ii) the Manager may in its sole and complete discretion enter into, approve, and consummate any merger, consolidation, sale of all or any part of the LLC's assets, Approved Sale, or acquisition or other extraordinary transaction, and execute and deliver on behalf of the LLC any agreement, document and instrument in connection therewith (including amendments, if any, to this Agreement or adoptions of new constituent documents) without the approval or consent of any Member; provided that any such transaction shall be subject to the other terms, limitations and conditions of this Agreement applicable thereto, including, as applicable, the distribution of the net proceeds thereof in a manner consistent with the requirements of this Agreement. No Member (by sole virtue of such Person's capacity as a Member) has the actual or apparent authority to cause the LLC to become bound to any contract, agreement or obligation, and no Member shall take any action purporting to be on behalf of the LLC.

(b) Right to Rely on Action of Any Manager. Persons dealing with the LLC shall have no duty to inquire whether the act of any Manager in carrying on in the usual way the business of the LLC is

pursuant to the Manager's actual authority under this Agreement, and such acts shall be binding upon the LLC regardless of whether such Manager had actual authority, unless the Person dealing with such Manager had actual knowledge that the Manager was exceeding his authority.

(c) Manager's Title. The Managers may use the title "Manager" or such other title or titles as determined by the Managers.

(d) Delegation of Authority. The Manager may, but shall not be required to, delegate by written resolutions, which resolutions may be general or may be limited to specific matters, to one Person, several Persons or a committee of Persons (with such titles as the Manager shall select) any powers or authority granted to the Manager pursuant to this Agreement or pursuant to the Act. Delegation of any powers pursuant to this Subsection shall not of itself create an employment agreement or any other contract right. The Manager may withdraw any powers delegated pursuant to this Subsection at any time and from time to time with or without cause. The delegation of authority by the Manager pursuant to this Subsection shall not relieve the Manager from the duties and responsibilities set forth in the Act or in this Agreement.

(e) Management Company. The Manager may cause the LLC to enter into a contract with an Affiliate of the Manager or its members for the provision of management services in connection with the business and affairs of the LLC so long as such contract is terminable by the LLC at any time. For purposes hereof, the "***Management Company***" shall mean the entity designated by the Manager as the Management Company, or another Affiliate of the Manager or its members designated by the Manager as such in its sole discretion. The Manager may elect, in its sole discretion, to revoke the designation of any entity designated as the Management Company hereunder at any time and to designate any other Affiliate of the Manager or its members as the Management Company.

(f) Compensation; Reimbursement of Expenses. The Manager shall receive compensation for its services as may be determined by the Manager from time to time. The LLC may reimburse any Manager for all reasonable expenses incurred by such Persons in managing and conducting the LLC's business, including (but not limited to) overhead, administrative and travel expenses.

SECTION 5.2 Number, Designation, Election and Removal of Managers.

(a) Number, Designation, Execution of Agreement. The LLC shall have one (1) Manager. A Manager may but need not be a Member. The number of Managers shall be fixed from time to time by the written consent of a majority in Interest of the Class C Members, but in no instance shall there be less than one (1) Manager. Apex Resource Center, LLC, a Florida limited liability company, is the Manager of the LLC as of the Effective Date. Each Manager shall execute and be bound by the provisions of this Agreement and shall serve until its death, resignation or removal, or until the designation of new Managers by the Members.

(b) Election of Managers. New Managers may be designated via election by the Class C Members at any time and from time to time at any meeting called for the purpose of designating new Managers. At each election of Managers each Member entitled to vote at such election shall have the right to vote the number of votes he is entitled to cast for as many persons as there are Managers to be elected. No Member shall have the right to cumulate his vote. In the election of Managers, the Persons receiving the most votes shall be elected Managers.

(c) Removal. A Manager may be removed by the Class C Members at any time with or without cause and shall thus cease to serve as Manager. Any such removal shall be accomplished by providing a written notice to the Managers, which notice shall be effective as stated therein. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member.

(d) Resignation. A Manager may resign at any time upon giving written notice to the Class C Members. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member.

(e) Vacancies. If a Manager ceases to be a Manager, the remaining Managers, if any, shall have authority to designate another Person to fill the vacancy, subject to the right of the Class C Members to designate Managers at any time as provided in Subsection (b) of this Section. If there are no remaining Managers, the Class C Members may designate a new Manager(s) according to the voting procedure described in Subsection (b) of this Section. A vacancy created by an increase in the authorized number of Managers shall be filled only by the Members.

SECTION 5.3 Ascertaining the Actions of the Manager. The requisite vote, consent, approval or ratification of the Manager with respect to any matter may be evidenced in writing signed by the Manager or may be ascertained and evidenced in any other formal or informal matter. The proceedings and deliberations of the Manager need not be in writing. If at any time there is more than one Manager, the Managers may establish procedures for holding meetings of Managers, taking Manager action and evidencing the Manager action taken, which procedures may include notice requirements, and shall be binding on the Members and Managers to the extent specified in such procedures.

SECTION 5.4 Restrictions on Authority of the Manager.

(a) Class C Member Consent Required. Without the approval of the Manager and the consent of a majority in Interest of the Class C Members, no Manager (or any Person to whom the Manager has delegated authority) shall have authority to cause the LLC or any Subsidiary to do any of the following:

(i) do any act in contravention of this Agreement;

(ii) authorize or ratify acts or transactions which would otherwise violate the duty of loyalty;

(iii) possess any property belonging to the LLC or any Subsidiary, or assign, transfer, or pledge the rights of the LLC or any Subsidiary in specific property, for other than the exclusive benefit of the LLC or any Subsidiary; or

(iv) employ, or permit to be employed, the funds or assets of the LLC or any Subsidiary in any manner except for the exclusive benefit of the LLC or any Subsidiary.

SECTION 5.5 Fiduciary Duties; Right to Rely; Limitation of Liability.

(a) Exculpation. Except as otherwise provided in the Act, no Member, nor any director, officer, stockholder, controlling person or employee of the Member (all of which, collectively, are included within the definition of "***Member***" for purposes of this Section) shall be liable to the Company, any other Member of the Company or any other person (and the interest of the Member in the Company, and in the Property of the Company, shall be free of any claims by the Company, any other member of the Company or any other person) by reason that it is or was a Member of the Company. Furthermore, except as otherwise provided in the Act, no Manager nor any director, officer, stockholder, controlling person or employee of the Manager (all of which, collectively, are included within the definition of "***Manager***" for purposes of this Section) shall be liable to the Company, the Members or any other person by reason that it is or was a

Manager of the Company, except in the case of (i) receipt by the Manager of a financial benefit to which it is not entitled, or (ii) the approval by the Manager to a distribution in violation of the Act. It is the intent of this Section 5.5 to restrict the fiduciary nature of the Manager's duties and liabilities hereunder to the maximum extent permitted under applicable law.

(b) Right to Rely. A Manager shall not be held liable to the LLC, or to the Unitholders, for relying in good faith upon the records required to be maintained by this Agreement or upon such information, opinions, reports or statements prepared and presented by any of the Managers, Unitholders, attorneys, accountants, agents, advisors or any other Person who has been selected with reasonable care by or on behalf of the LLC, as to matters the Managers reasonably believe are within such other Person's professional or expert competence.

(c) Limitation of Liability. Notwithstanding any other provision to the contrary in this Agreement, no Manager shall be liable, responsible, or accountable in damages or otherwise to the LLC or to any Unitholder for any loss, damage, cost, liability, or expense incurred by reason of or caused by any act or omission performed or omitted by the Manager, whether alleged to be based upon or arising from errors in judgment, if he performs his duties in compliance with this Section 5.5 and such act or omission performed or omitted is not a willful breach of this Agreement. Without limiting the foregoing, in no event will any Manager be liable for: (A) the failure to take any action not specifically required to be taken by the Manager under the terms of this Agreement; or (B) any mistake, misconduct, negligence, dishonesty or bad faith on the part of any employee or other agent of the LLC appointed in good faith by the Manager.

(d) Applicability to Persons whom the Managers have Delegated Authority. The Manager may, but is not required to, provide for the limitation of liability in excess of any limitation granted by the Act for Persons to whom the Manager delegates management authority.

SECTION 5.6 No Exclusive Duty. No Manager shall be required to manage the LLC as its sole and exclusive function. Except as otherwise provided in this Agreement, a Manager, its owners, or Affiliates of the Manager or its owners may have other business interests and may engage in other activities in addition to those relating to the LLC. Neither the LLC nor any Unitholder shall have any right, by virtue of this Agreement, to share or participate in such permitted investments or activities of a Manager or its owners or any Affiliate of a Manager or its owners or in the income or proceeds derived therefrom. A Manager shall devote that amount of time to the LLC as is necessary to manage and supervise the business and affairs of the LLC in accordance with this Agreement.

SECTION 5.7 Indemnification. To the fullest extent provided or allowed by law, the LLC shall indemnify, hold harmless and defend its Managers, employees and agents (including any Person to whom the Manager has delegated authority) (each, a "***Covered Person***") for all costs, losses, liabilities and damages paid or incurred by such Covered Persons in connection with the business of the LLC, except for acts or omissions for which the Covered Person is not absolved from liability under Section 5.5(c). Notwithstanding any other provision of this Agreement, any indemnification under this Agreement will be provided only out of LLC assets, and no Unitholder (or Related Party to or Affiliate of the Unitholder) will have personal liability for indemnification.

SECTION 5.8 Confidentiality. Each Manager and Unitholder hereby warrants, covenants and agrees that it will not furnish, divulge, communicate, use to the detriment of the LLC or use for the business of any other Person, any of the LLC's confidential information, including but not limited to pricing information, data, sales methods, know how, processes, licenses, trade secrets, names of customers, customer lists, names of Unitholders, or the partners, shareholders, members or other principals of any Unitholder, future plans, accounting, marketing, financial data or contract information. Each Manager and

Unitholder agrees to return all documents which contain any confidential information and all copies of such documents upon request by the LLC.

ARTICLE 6
MEMBERS

SECTION 6.1 **Duties of Members**. Except as otherwise provided in this Agreement, a Member who is not also a Manager owes no duties to the LLC or to the Members solely by reason of being a Member.

SECTION 6.2 **Liability of Members**. No Member shall be liable for any debts or losses of capital or profits of the LLC.

SECTION 6.3 **No Agency Authority**. Except as expressly provided in this Agreement, no Member (by sole virtue of such Person's capacity as a Member) has the actual or apparent authority to cause the LLC to become bound to any contract, agreement or obligation, and no Member shall take any action purporting to be on behalf of the LLC.

SECTION 6.4 **Representations and Warranties of Members**. Each Member, and in the case of a Member who is a Person other than an individual, the Person(s) executing this Agreement on behalf of such Member, hereby represents and warrants to the LLC and each other Member: (a) that if that Member is a Person other than an individual, it is duly organized, validly existing and in good standing under the law of its state of organization; (b) the Member has full power and authority to execute and agree to this Agreement and to perform its obligations hereunder, and that all actions necessary for the due authorization, execution, delivery and performance of this Agreement by that Member have been duly taken; (c) the Member has duly executed and delivered this Agreement; (d) the Member's authorization, execution, delivery and performance of this Agreement do not conflict with any other agreement or arrangement to which the Member is a party or by which the Member is bound; (e) that the Member is acquiring its Interest for the Member's own account as an investment and without an intent to distribute the Interest; and (f) that the Member acknowledges that the Interests have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements. The inclusion of the foregoing does not constitute an acknowledgment that an Interest is a security under applicable law, and the LLC reserves the right to contest whether an Interest in the LLC constitutes a security.

SECTION 6.5 **No Competing Business**. The Manager, on her own behalf or on behalf of any of her respective members, managers, shareholders, directors, officers, employees, partners, agents, family members or Affiliates, shall be prohibited or restricted in any way from investing in or conducting, either directly or indirectly, businesses of any nature whatsoever, including the ownership and operation of businesses or properties, similar to or in the same geographical area as those held by the LLC. The intention of this Section 6.5 is to prevent the Manager from owning a brand similar to the LLC and replicating or using the LLC model.

SECTION 6.6 **Indemnification for Breach**. Each Member shall and does hereby agree to indemnify and hold harmless the LLC and the other Members from any and all liabilities, losses, costs, damages or expenses (including, without limitation, the costs of litigation and reasonable attorneys' fees) arising out of, resulting from, or in any way related to the misrepresentation or breach of any representation or warranty on the part of such Member and such Member's breach of any other provision of this Agreement. All such losses, costs, liabilities, damages and expenses sustained by the LLC or any other

Member arising out of any willful breach of this Agreement by such Member may be offset against distributions (interim and liquidation) or payments otherwise due to such Member.

ARTICLE 7
MEMBER MEETINGS

SECTION 7.1 **No Required Meetings**. The Members may but shall not be required to hold any annual, periodic or other formal meetings. Whenever the vote or consent of Members is permitted or required under this Agreement, such vote or consent may be given at a meeting of Members called pursuant to the procedures in the following Section or may be given in accordance with the procedure prescribed in Section 7.3 for written consent to action in lieu of actual meetings.

SECTION 7.2 **Meetings of the Members**.

(a) Call for Meetings. Meetings of the Members may be called by the Manager or 25% in Interest of the Class C Members by notice to all the other Members.

(b) Notice of Meetings. The Manager or Class C Member(s), as the case may be, calling a meeting of the Members shall deliver notice thereof to all of the Class C Members and, if called by a Class C Member(s), to the Manager. Any notice regarding a meeting shall be in writing and shall set forth the date and time of the meeting, the nature of the business to be transacted, and, unless the meeting is a conference call meeting, the place of the meeting. Notice of any meeting shall be given pursuant to Section 12.1 below to the Members not less than seven (7) days nor more than thirty (30) days prior to the meeting.

(c) Waiver of Notice. Any notice of a meeting of the Class C Members required to be delivered to any Class C Member or the Manager under this Agreement or the Act may be waived in writing by that Class C Member or Manager (whether before, during or after that meeting). Notice of any meeting of the Class C Members shall be deemed to have been waived by attendance at the meeting, unless the Class C Member attends the meeting solely for the purpose of objecting to holding the meeting or transacting particular business at the meeting and so objects at the beginning of the meeting. Any action taken at a meeting of the Class C Members at which proper notice was not delivered to, or waived by, all of the Class C Members entitled to notice and the Manager will be null and void and of no effect whatsoever.

(d) Record Date. For the purpose of determining the Class C Members entitled to receive notice of, or to vote at, any meeting of the Class C Members or any adjournment thereof or entitled to take any other action (including informal action authorized by the following Section), the Person(s) requesting such meeting or seeking such informal action may fix, in advance, a date as the record date for any such determination of Class C Members. Such date shall not be more than five (5) days prior to any such meeting or action.

(e) Place of Meetings; Costs. The Manager or the Class C Members calling the meeting may designate any place, either within or outside the State of Florida, as the place of meeting for any meeting of the Members. The costs of holding meetings of the Class C Members are to be paid by the LLC.

(f) Voting. Except as otherwise expressly provided in this Agreement, the vote, consent, approval or ratification of a majority in Interest of the Class C Members shall be required in order to constitute Member action. Each Class C Member shall have that number of votes equal to such Class C Member's number of Class C Units. Class B Members and Class A Members shall not have any voting rights.

(g) Proxies. At all meetings of Members, a Class C Member may vote in person or by proxy executed in writing by the Class C Member or by a duly authorized attorney in fact. Such proxy shall be filed with the Manager before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

(h) Manner of Meetings. Class C Members may participate in a meeting by any communication by means of which all participating Class C Members can hear and speak to each other during the meeting. A Class C Member participating in a meeting is deemed to be present in person at the meeting, except where a Class C Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. A meeting of the Class C Members may be held via conference call with no physical location designated as the place of the meeting. The Manager or the Class C Member(s) calling a conference call meeting shall be responsible for arranging the conference call and shall specify in the notice of the conference call meeting the method by which the Class C Members can participate in the conference call. The Manager will designate the person who is to preside over the meeting. If the Manager fails to designate someone to chair a meeting of the Class C Members, the Class C Members shall elect by a majority in Interest of those Class C Members present a Class C Member to preside over the meeting. The presiding Person shall cause a record to be kept of the meeting, which shall be filed with the LLC's permanent records.

(i) Nonwaivable Voting Provisions. On any nonwaivable voting provisions or any voting provisions that expressly require the Class A Members and/or Class B Members to vote, Section 7.2 and Section 7.3 shall apply mutatis mutandis.

SECTION 7.3 Written Consent to Action in Lieu of Actual Meetings. Any action that is permitted or required to be taken by the Class C Members, including any amendment to the Articles or to this Agreement, may be taken or ratified by written consent setting forth the specific action to be taken, which written consent is (a) delivered to all of the Class C Members in the manner provided in Section 12.1, (b) signed within thirty (30) days of being sent by that number of Class C Members holding the number of votes required in order to take the specified action, and (c) is delivered to the Manager to be included in the LLC's permanent records. The written consent may be signed in one or more counterparts.

ARTICLE 8
TRANSFER OF INTERESTS

SECTION 8.1 In General. Except as otherwise set forth in this Article, no Unitholder shall Transfer all or any portion of its Interest without the prior written consent of the Manager and a majority in Interest of the Class C Members, which consent may be given or withheld in the sole discretion of each Manager and Class C Member. Any Transfer which does not comply with the provisions of this Article shall be void.

SECTION 8.2 Rights of Assignees. Any Person (who is not already a Member) taking or acquiring, by whatever means, the Interest of any Unitholder in the LLC and is not admitted as a Member pursuant to the following Section shall become an assignee with respect to such Interest.

An assignee with respect to an Interest is entitled only to receive distributions and allocations with respect to such Interest as set forth in this Agreement, and shall have no other rights, benefits or authority of a Member under this Agreement or the Act, including without limitation no right to receive notices to which Members are entitled under this Agreement, no right to vote, no right to access to information concerning the LLC's transactions, no right to inspect or copy the books or records of the LLC, no right to bring derivative actions on behalf of the LLC, and no other rights of a Member under the Act or this Agreement. Moreover, an assignee shall not have the right to seek a judicial determination that it is

equitable to dissolve and wind up the LLC's business under Section 605.0702 of the Act; provided, however, the Interest of an assignee shall be subject to all of the restrictions, obligations and limitations under this Agreement and the Act, including without limitation the restrictions on Transfer of Interests and the Optional Purchase Events contained in this Article and subject to any claims or offsets the LLC has against the assignor of such Interest, regardless of whether those claims or offsets exist at the time the assignee takes or acquires such Interest or arises afterwards. An amendment to this Agreement may change the rights of an assignee, even if the amendment is made after the assignee takes or acquires the Interest.

Notwithstanding anything to the contrary in this Agreement, an assignee shall not be entitled to receive any distributions from the LLC until such assignee delivers to the Manager written notice of the Transfer, proof of the Transfer deemed sufficient by the Manager, the assignee's federal and state tax identification numbers, the assignee's current legal address and telephone number, and such other information as the Manager may reasonably request.

No Member shall be permitted to Transfer the Capital Account or rights to distributions and allocations with respect to an Interest and retain any of the other rights attendant to his Interest. Moreover, a Member shall not be permitted to Transfer the management participation and other noneconomic rights attendant to an Interest. A Member who Transfers all of the Member's Capital Account and rights to distributions and allocations with respect to the Member's entire Interest ceases to be a Member pursuant to Section 9.1(a) below.

SECTION 8.3 **Admission of Assignees as Members**. Any Person (who is not already a Member) who takes or acquires, by whatever means, the Interest of any Unitholder in the LLC shall be admitted as a Member only upon the written consent of the Manager and a majority in Interest of the Class C Members. The giving or withholding of such consent shall be in the sole, absolute and arbitrary discretion of each Manager and Class C Member. In addition, except as otherwise provided in this Agreement, no Person shall be admitted as a Member unless such Person:

(a) Elects to become a Member by executing the Joinder Certificate and delivering it to the Manager;

(b) Executes, acknowledges and delivers to the LLC such other instruments as the LLC may deem necessary or advisable to effect the admission of such Person as a Member; and

(c) Pays a transfer fee to the LLC in an amount sufficient to cover all reasonable expenses of the LLC connected with the admission of such Person as a Member.

An assignee who becomes a Member is liable for the obligations of the transferor to make contributions but is not obligated for liabilities unknown to the assignee at the time the assignee became a Member and which could not be ascertained from this Agreement. Whether or not an assignee becomes a Member, the transferor is not released from the transferor's liability to the LLC.

The Manager shall amend the Information Exhibit from time to time to reflect the admission of Members or the assignment of Interests pursuant to this Article, any permitted issuance of additional Units, or changes to any information or matters set forth on the Information Exhibit.

Notwithstanding anything herein to the contrary, if at any time the LLC has only one Member, and if that Member's entire Interest is Transferred, then the transferee(s) of such Member's Interest shall automatically be admitted as a Member.

SECTION 8.4 **Distributions and Allocations With Respect to Transferred Interests**. If any Interest is sold, assigned or transferred during any Fiscal Year in compliance with the provisions of this Article, then (i) Profits, Losses and all other items attributable to the Interest for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code § 706(d), using any conventions permitted by the Code and selected in accordance with Section 11.5; (ii) all distributions on or before the date of such sale, assignment or transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee; and (iii) the transferee shall succeed to and assume the Capital Account, Percentage Interest and Capital Contribution obligation amounts, and other similar items of the transferor to the extent related to the transferred Interest. Solely for purposes of making the allocations and distributions, the LLC shall recognize such transfer not later than the end of the calendar month during which the LLC receives notice of such transfer. If the LLC does not receive a notice stating the date the Interest was transferred and such other information as the LLC may reasonably require within thirty (30) days after the end of the Fiscal Year during which the transfer occurs, then all of such items shall be allocated, and all distributions shall be made to the Person who, according to the books and records of the LLC on the last day of the Fiscal Year during which the transfer occurs, was the owner of the Interest. Neither the LLC nor any Manager shall incur any liability for making allocations and distributions in accordance with the provisions of this Section, whether or not any Manager or the LLC had knowledge of any transfer of ownership of any Interest.

SECTION 8.5 **Optional Purchases of Interests**.

(a) Grant of Option. Upon the occurrence of an Optional Purchase Event with respect to a Unitholder, the LLC, followed by the Class C Members, shall have the option to purchase all of such Unitholder's Interest pursuant to the terms and conditions set forth in this Agreement. The LLC shall have the option, but not the obligation, to assign its rights under this Section 8.5 to the Class A Members.

Upon the occurrence of an Optional Purchase Event, the Unitholder with respect to whom the Optional Purchase Event has occurred shall immediately give written notice to the LLC and to the Class C and Class A Members, which notice shall describe the Optional Purchase Event. If the Unitholder with respect to whom the Optional Purchase Event has occurred does not provide such notice and a Member knows of the occurrence of such Optional Purchase Event, such Member may send written notice of the Optional Purchase Event to the LLC, and if the LLC determines that an Optional Purchase Event has occurred, the LLC shall provide to the Members the notice that should have been sent by the Person with respect to whom the Optional Purchase Event has occurred.

(b) Optional Purchase Events. For purposes of this Agreement, the term "***Optional Purchase Event***" shall mean any of the following:

(i) The entry by any court of an order or adjudication that the current or former spouse of the Unitholder, which spouse is not a Unitholder, has acquired any rights in the Unitholder's Interest as a result of divorce or equitable distribution proceedings; or

(ii) An Event of Withdrawal with respect to any Unitholder.

(c) Purchase Price for Optional Purchase Events. The successive options under this Section 8.5 shall be for a purchase price equal to (i) the fair market value of such Interest as of the last day of the calendar month immediately prior to the occurrence of the Optional Purchase Event (the "***Valuation Date***"), plus (ii) interest at the Prime Rate on the fair market value from the Valuation Date to the closing date, compounded monthly, reduced by (iii) any distributions with respect to such Interest from the Valuation Date through the closing. For purposes of determining the purchase price, the fair market value of an Interest shall equal the amount that would be received by the owner of such Interest if all of the assets of

the LLC were sold for cash equal to their fair market value, the LLC paid all of its liabilities and liquidated in accordance with this Agreement, all as of the Valuation Date. The fair market value of the Interest shall be conclusively determined in good faith by the Manager.

(d) Exercise of Options. Upon the occurrence of an Optional Purchase Event with respect to a Unitholder, the LLC shall provide written notice of exercise of the option to the selling Unitholder and to the Class C Members within sixty (60) days following the written notice to the Class C Members of the occurrence of the Optional Purchase Event specifying whether or not the LLC is exercising its option to purchase all or any portion of the Interest pursuant to this Section. If the LLC does not exercise its option to purchase all of the Interest under Subsection (a), then all of the (other, as applicable) Class C Members shall have the option to purchase the Interest not purchased by the LLC on the same terms as the LLC in proportion to their Percentage Interests or in such other proportions as they may agree by providing written notice of exercise of the option to the selling Unitholder, to the LLC and to all other Class C Members within thirty (30) days following the LLC's notice of nonexercise. If any Class C Member elects not to exercise its option, then those Class C Members who do exercise their options shall have the option to acquire the Interest that could have been acquired by the nonexercising Class C Members in proportion to the Percentage Interests held by the exercising Class C Members or in such other proportions as they may agree by providing written notice of exercise of the option to the selling Unitholder, to the LLC and to all other Class C Members within fifteen (15) days following the end of the option period for all Class C Members.

(e) Waiver of Options. Any party with an option to purchase an Interest pursuant to this Section may waive its option at any time prior to the exercise of such option by notice of such waiver to the owner of the Interest, the LLC and all Members. A failure by any party to give any notice under this Section within the applicable period shall be deemed to be a notice of nonexercise by such party.

(f) Failure to Close. The exercise of an option as provided in this Section shall create a legally binding obligation to buy and sell the Interest and take all necessary actions as provided in this Section and Section 8.6. If the LLC or any Class C Member exercises an option hereunder, but fails to tender the required consideration at the closing, the transferring Unitholder shall have all rights and remedies against the LLC or the exercising Class C Members available for breach of contract. In addition, if a Unitholder becomes obligated hereunder to sell all or any portion of an Interest to the LLC or any Class C Member and such Unitholder fails to comply with its obligations hereunder, the LLC or the Class C Members, as the case may be, may, at their option, in addition to all other remedies they may have, deliver to the LLC the purchase price for such Interest as herein calculated. Thereupon, the LLC, upon written notice to the selling Unitholder, shall (i) make commercially reasonable efforts to deliver such purchase price to such selling Unitholder, and (ii) make appropriate notation on its books and records denoting ownership of such Interest by the LLC or the Members, as the case may be, and thereupon all of such selling Unitholder's rights in and to such Interest shall terminate.

SECTION 8.6 Closing of Purchase of Interest; Payment of Purchase Price. The closing of the purchase of any Interest pursuant to Section 8.5 shall occur at the offices of the LLC within thirty (30) days after (a) the expiration of the last option as set forth in the preceding Section, or (b) at such other time and place as the parties to the transaction may agree; provided, however, if such sale shall be subject to any prior approval or other consent required by applicable law, the time period during which the closing of such sale may occur shall be extended until the expiration of ten (10) days after all such approvals and consents shall have been granted. Each party to such sale shall use commercially reasonable efforts to obtain all such approvals and consents. At the closing, the selling Unitholder shall deliver to the purchaser(s) of the Interest an executed assignment of the Units representing the subject Interest satisfactory in form to counsel for the LLC, and the purchaser(s) shall deliver to the owner of the Interest the purchase price. The Interest so purchased shall be free and clear of all liens, claims and encumbrances (other than

restrictions imposed pursuant to applicable Federal and state securities laws and this Agreement) and the selling Unitholder shall so represent and warrant, and further represent and warrant that it is the record and beneficial owner of such Interest. Any and all amounts, whether or not currently due, owed by the selling Unitholder to the purchaser(s) may be offset against such purchaser(s) purchase price for the selling Unitholder's Interest. The purchase price shall be delivered at closing as follows: (i) 10% in cash or same day funds, and (ii) the balance represented by the separate promissory notes of each purchaser payable in equal annual installments over a period of five (5) years, with interest at the Prime Rate (but in no event less than the applicable Federal rate required pursuant to Section 1274 of the Code) on the date of the exercise of the option. The maker of the promissory note shall have the right to prepay, at any time, from time to time and without premium or penalty, all or any part of the principal balance remaining unpaid; and any such prepayment shall be applied first to accrued but unpaid interest and then to installments of principal in their inverse order of maturity. The promissory note shall provide for acceleration of the unpaid balance thereof upon default in the payment of any installment. If the purchaser is the LLC, the promissory note shall be an unsecured general obligation of the LLC, and if the purchasers are Class C Members, then each such Class C Member's separate promissory note shall be a personal obligation of such Class C Member. Further, if the selling Unitholder or a Related Party of the selling Unitholder who is not a Unitholder has personally guaranteed payment of any debt, obligation or liability of the LLC, then the purchaser(s) of the Interest shall make commercially reasonable efforts to have such selling Unitholder (or his estate or successor(s)) and any such Related Party released from such guarantee. If the lender or creditor refuses to release such selling Unitholder (or his estate or successor(s)) and any such Related Party from such guarantee, then the LLC and the other Members, if the LLC is a purchaser, (or the purchasing Member(s) only if the LLC is not a purchaser), shall in writing, jointly and severally, indemnify and hold harmless such selling Unitholder (or his estate, as the case may be) and any such Related Party from payment of said debt, obligation or liability.

SECTION 8.7 Obligation to Participate in Certain Sales.

(a) Obligation to Participate. If the Manager approves a transaction pursuant to which any non-Affiliate acquires (a) all or substantially all of the Interests in the LLC (whether by merger or consolidation of the LLC and the non-Affiliate or sale or transfer of the Interests in the LLC) or (b) all or a substantial portion of the LLC's assets, except in the ordinary course of the LLC's business (an "***Approved Sale***"), the Unitholders shall (i) consent to, vote for and raise no objections against the Approved Sale or the process pursuant to which the Approved Sale was arranged, (ii) waive any dissenters' and similar rights with respect thereto and (iii) if the Approved Sale is a sale of Units, agree to sell all of their Units on the terms and conditions of the Approved Sale. The Unitholders shall take all necessary and desirable actions in connection with the consummation of any Approved Sale including, without limitation, the execution of such agreements and instruments and other actions reasonably necessary to (A) provide the representations, warranties, indemnities, covenants, conditions, non-compete agreements, escrow agreements and other provisions and agreements relating to such Approved Sale and (B) effectuate the allocation and distribution of the aggregate consideration upon the Approved Sale as set forth below.

(b) Satisfaction of Conditions. The obligations of the Unitholders pursuant to this Section 8.7 are subject to the satisfaction of the following conditions:

(i) Upon the consummation of the Approved Sale, all of the holders of Units shall receive the same proportion of the aggregate consideration from such Approved Sale that such holder would have received if such aggregate consideration had been distributed by the LLC in complete liquidation pursuant to the rights and preferences set forth in the LLC's Articles and this Agreement as in effect immediately prior to such Approved Sale;

(ii) If any holders of Units are given an option as to the form and amount of consideration to be received, all holders of Units of such class will be given the same option;

(iii) No Unitholder shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Approved Sale (excluding modest expenditures for postage, copies, etc.) and no Unitholder shall be obligated to pay more than its "pro rata share" of reasonable expenses incurred in connection with a consummated Approved Sale to the extent such expenses are incurred for the benefit of all Unitholders and are not otherwise paid by the LLC or the acquiring party (costs incurred by or on behalf of a Unitholder for its sole benefit will not be considered costs of the transaction hereunder); provided, that a Unitholder's liability for such expenses shall not exceed the total purchase price received by such Unitholder for its Units; and

(iv) If the Unitholders are required to make any representations or indemnities in connection with the Approved Sale (other than representations and indemnities concerning each Unitholder's valid ownership of its Units, free of all liens and encumbrances (other than those arising under this Agreement and applicable securities laws), and each Unitholder's authority, power and right to enter into and consummate such Approved Sale without violating any other agreement), then each Unitholder shall not be liable for more than its "pro rata share" of any liability for misrepresentation or indemnity, and such liability shall not exceed the total purchase price received by such Unitholder for his Units.

As used in this Section 8.7, a Unitholder's "pro rata share" shall mean the ratio of (A) the total number of Units to be sold by such Unitholder in an Approved Sale, to (B) the total number of Units to be sold by all Unitholders in such Approved Sale.

ARTICLE 9
CESSATION OF MEMBERSHIP

SECTION 9.1 **Cessation Events**. A Person who is a Member shall cease to be a Member only upon the occurrence of one of the following events:

(a) The sale, assignment or transfer as permitted under this Agreement or by operation of law of the Member's entire Interest. A pledge or hypothecation as permitted under this Agreement shall not result in the cessation of Membership.

(b) The occurrence of an Event of Bankruptcy with respect to the Member.

(c) In the case of an individual Member, the Member's death.

(d) In the case of an individual Member, the adjudication by a court that the Member is incompetent to manage his person or property.

(e) In the case of a Member that is acting as a Member by virtue of being the trustee of a trust, the termination of the trust.

(f) In the case of a Member that is a partnership or another limited liability company, the dissolution and commencement of winding up of the Member.

(g) In the case of a Member that is a corporation, the dissolution of the Member, the revocation of its charter, or the suspension of its right to conduct business by the jurisdiction of its incorporation unless within 30 days after such dissolution or the corporation's actual notice of the revocation or suspension, the dissolution is revoked or the corporation's charter or right to do business is reinstated.

(h) In the case of a Member that is an Entity, upon a Change of Control of such Member.

(i) The entry by any court of an order to charge the Interest of a Member.

Any Person who ceases to be a Member pursuant to the foregoing shall be referred to herein as a "***Dissociating Member***."

SECTION 9.2 **No Voluntary Dissociation**. A Member is not entitled to dissociate voluntarily from the LLC.

SECTION 9.3 **Deceased, Incompetent, Bankrupt, or Dissolved Members**. The personal representative, executor, administrator, guardian, conservator or other legal representative of a deceased individual Member or of an individual Member who has been adjudicated incompetent may exercise the rights of such former Member for the purpose of administration of such deceased Member's estate or such incompetent Member's property. The beneficiaries and heirs of any deceased Member who are not already Members shall become assignees with only the rights and subject to the restrictions, conditions and limitations described in Section 8.2 above and the Act and shall become a Member only as provided in Section 8.3. Upon the occurrence of an Event of Bankruptcy with respect to a Member the legal representative of such former Member may exercise the rights of such former Member for the purpose of administration of such former Member's estate or such former Member's property. If a Member who is a Person other than an individual is dissolved, the legal representative or successor of such Person may exercise the rights of the former Member pending liquidation. The distributees of such Person shall become assignees with only the rights and subject to the restrictions, conditions and limitations described in Section 8.2 above and the Act and shall become a Member only as provided in Section 8.3. A purchaser of a Member's Interest at a foreclosure sale shall be an assignee with only the rights and subject to the restrictions, conditions and limitations described in Section 8.2 above and the Act and shall become a Member only as provided in Section 8.3.

SECTION 9.4 **Consequences of Cessation of Membership**. If a Person ceases to be a Member as provided in Sections 9.1 above, such former Member (or such former Member's successor in interest) shall continue to be liable for all of the obligations of the former Member to the LLC, including any obligation to make Capital Contributions. Such former Member (or such former Member's successor in interest), except as may be otherwise provided in Section 9.3, shall be an assignee with respect to any interest owned by such Person with only the rights and subject to the restrictions, conditions and limitations described in Section 8.2 above and the Act and shall become a Member only after complying with the provisions of Section 8.3.

ARTICLE 10
DISSOLUTION WINDING UP AND LIQUIDATING DISTRIBUTIONS

SECTION 10.1 **Dissolution Events**. The LLC shall dissolve only upon the first to occur of any of the following events:

(a) The expiration of the term of the LLC as set forth in its Articles.

(b) The written consent of the Manager.

(c) The sale, disposition or abandonment of all or substantially all of the LLC's assets.

(d) The entry of a decree of judicial dissolution of the LLC or the administrative dissolution of the LLC under the Act.

SECTION 10.2 **Winding Up**. Upon the dissolution of the LLC, the Manager, or, if there is no Manager, a liquidating trustee appointed by a majority in Interest of the Members, shall proceed to wind up the affairs of the LLC as provided in this Agreement and the Act. Upon the dissolution of the LLC, an accounting shall be made by the LLC's independent accountants of the accounts of the LLC and of the LLC's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager (or the liquidating trustee) shall dispose of and convey the LLC's assets (except to the extent the distribution of assets in kind has been approved in accordance with the consent requirements of Section 3.4) as promptly as reasonably possible following dissolution as is consistent with obtaining the fair market value for the LLC's assets. Until final distribution, the Manager (or the liquidating trustee) shall continue to operate the LLC's assets with all of the power and authority of the Manager. The costs of the liquidation shall be borne as an expense of the LLC.

SECTION 10.3 **Liquidating Distributions**. The LLC's assets and proceeds from the disposition of the LLC's assets shall be distributed in the following order:

(a) First, to the LLC's creditors, including Unitholders who are creditors, to the extent otherwise permitted by law, other than liabilities to Unitholders for distributions, in satisfaction of liabilities of the LLC, including establishing such reserves as may be reasonably necessary to provide for contingent and other liabilities of the LLC (for purposes of determining the Capital Accounts of the Unitholders, the amounts of such reserves shall be deemed to be an expense of the LLC); and

(b) Next, to the Unitholders in accordance with Section 3.2.

The Manager (or the liquidating trustee) shall use its reasonable efforts to comply with the timing requirements of Treasury Regulations Section 1.704-1(b)(2)(ii)(g) and make the distributions pursuant to Subsection (b) by the end of the taxable year in which the LLC liquidates (within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g)) or, if later, within 90 days following such liquidation, but will not be bound to do so or liable in any way to any Person for failure to do so.

Distributions pursuant to Subsection (b) may be made to a trust established by the Members or the LLC for the benefit of the Unitholders for the purposes of liquidating LLC assets, collecting amounts owed to the LLC, and paying liabilities or obligations of the LLC. The assets of any such trust shall be distributed to the Unitholders from time to time, in the reasonable discretion of the trustee of the liquidating trust, in the same proportions as the amount distributed to such trust by the LLC otherwise would have been distributed to the Unitholders pursuant to this Agreement.

SECTION 10.4 **No Deficit Restoration Obligation**. Notwithstanding anything to the contrary in this Agreement, upon liquidation, if any Unitholder has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Unitholder shall have no obligation to make any Capital Contribution to reduce or eliminate the negative balance of such Unitholder's Capital Account, and the negative balance of such Unitholder's Capital Account shall not be considered a debt owed by such Unitholder to the LLC or to any other Person for any purpose whatsoever.

ARTICLE 11
INFORMATION RIGHTS; BOOKS AND RECORDS; TAX MATTERS

SECTION 11.1 **Information Rights.** The Company shall keep adequate books and records at its principal place of business, which shall set forth an accurate account of all transactions of the Company, including the Agreed Value of property contributed or to be contributed to the capital of the Company. Any Member or its designated representative shall have the right, upon ten (10) days' prior written notice to the Manager, during normal business hours and without undue disruption, to have access to and inspect and copy, at the Member's expense, the contents of such books or records. Notwithstanding the previous sentence, the Manager shall have the right to keep confidential from the Members for such period of time as the Manager deems reasonable, any information which the Manager reasonably believes to be in the nature of trade secrets or other information, the disclosure of which the Manager in good faith believes is not in the best interests of the Company or could damage the Company or its business or which the Company is required by law or by agreement with a third party to keep confidential.

SECTION 11.2 **Bank and Financial Accounts**. All funds of the LLC are to be deposited in the LLC's name in such bank accounts or investment accounts as may be determined by the Manager and shall be withdrawn solely on the signature of those Persons authorized by the Manager as evidenced by written resolution.

SECTION 11.3 **Taxable Year; Accounting Methods; Annual Financial Statements**. The LLC shall use the Fiscal Year as its taxable year. The LLC shall report its income for income tax purposes using the method of accounting as may be selected from time to time by the Manager and permitted by law. Within a reasonable period after the end of each Fiscal Year, each Member shall be furnished with annual financial statements containing a balance sheet as of the end of such Fiscal Year and income statement for the Fiscal Year then ended, which financial statements, if prepared in accordance with generally accepted accounting principles, shall also include supplementary statements prepared pursuant to the Capital Account accounting methods prescribed by this Agreement and Treasury Regulations § 1.704-1(b). Upon a vote of the Members, the annual financial statements shall be reviewed by any firm of independent certified public accountants selected by the Members. The LLC shall use commercially reasonable efforts to provide such financial statements within one hundred twenty (120) days after the end of the Fiscal Year.

SECTION 11.4 **Tax Returns and Information**. The Manager shall cause the preparation and the timely filing of all federal and applicable state tax returns of the LLC. The tax information necessary to enable each Member to prepare its state, federal, local and foreign income tax returns shall be delivered to each Member within a reasonable period after the end of each Fiscal Year.

SECTION 11.5 **Tax Elections**. Except as otherwise provided in this Agreement, the Managers shall cause the LLC to make any and all elections for federal, state and local tax purposes including, without limitation, any election to adjust the basis of LLC assets pursuant to Code Sections 734(b), 743(b), 754 and 755 or comparable provisions of state or local law, in connection with transfers of Interests and LLC distributions.

SECTION 11.6 **Tax Audits**. The Manager shall serve as the "partnership representative" of the LLC under Section 6223(a) of the Code (the "***Partnership Representative***"). The Partnership Representative shall have all power and authority with respect to the LLC and its Members as a "partnership representative" would have with respect to a partnership and its partners under the Code and in any similar capacity under state or local law. The Partnership Representative shall keep the other Members reasonably informed as to the status of any tax investigations, audits, lawsuits or other judicial or administrative tax proceedings and shall promptly copy all other Members on any correspondence to or from the Internal Revenue Service or applicable state, local or foreign taxing authority relating to such proceedings. The

Partnership Representative has an obligation to perform its duties as the Partnership Representative in good faith and in such manner as will serve the best interests of the LLC and all of the Members. The Partnership Representative shall continue to serve as such until he is replaced by the Manager.

ARTICLE 12
MISCELLANEOUS

SECTION 12.1 **Notices**. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the Person or to an officer of the Person to whom the same is directed, or sent by regular, registered or certified United States mail, or by electronic mail or by private mail or courier service, addressed as follows: if to the LLC, to its designated office address, or to such other address as may be specified from time to time by notice to the Members; if to a Unitholder or Manager, to the address set forth on the Information Exhibit attached hereto, or to such other address as the Unitholder or Manager may specify from time to time by notice to the Unitholders or Manager. Any such notice shall be deemed to be delivered, given, and received for all purposes (i) as of the date of actual receipt if delivered personally or if sent by regular mail, electronic mail or by private mail or courier service, or (ii) two (2) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified United States mail, postage and charges prepaid, return receipt requested.

SECTION 12.2 **Binding Effect**. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

SECTION 12.3 **Construction**. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party to this Agreement. No provision of this Agreement is to be interpreted as a penalty upon, or a forfeiture by, any party to this Agreement. The parties acknowledge that each party to this Agreement has shared equally in the drafting and construction of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party hereto than another.

SECTION 12.4 **Entire Agreement; No Oral LLC Agreements; Amendments to the LLC Agreement**. This Agreement constitutes the entire agreement among the parties with respect to the affairs of the LLC and the conduct of its business, and supersedes all prior agreements and understandings, whether oral or written. The LLC shall have no oral limited liability company agreements. this Agreement may be amended, modified, or waived by the written consent of the Manager and a majority in Interest of the Class C Members, and such amendment, modification or waiver shall be binding upon and effective as to each other Member and Unitholder; provided that if any such amendment, modification or waiver would materially and adversely alter the rights and preferences of any class of Units or any particular holder of Units in a manner materially disproportionate to other class or holder of Units, such amendment, modification or waiver shall also require the written consent of the holders of a majority of the class or holders of Units so adversely and disproportionately affected. Notwithstanding anything to the contrary set forth herein, the authorization and issuance of additional Units, including any new class or series of Units, at the discretion of the Manager, whether such additional Units are junior, senior or pari passu with one or more classes or series of existing Units, and the amendment of this Agreement and the Equity Ledger to reflect the terms and issuance of such additional Units, will not require the approval of any Member (other than a majority in Interest of the Class C Members) even if the issuance of such additional Units would have a dilutive effect on the Unitholders or the Units owned by the Unitholders.

SECTION 12.5 **Creditors**. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the LLC.

SECTION 12.6 **Arbitration**. ANY DISPUTE, CONTROVERSY OR CLAIM, INCLUDING WITHOUT LIMITATION ANY DISPUTES FOR WHICH A DERIVATIVE SUIT COULD OTHERWISE BE BROUGHT PURSUANT TO THE ACT, ARISING OUT OF OR IN CONNECTION WITH, OR RELATING TO, THIS AGREEMENT OR ANY BREACH OR ALLEGED BREACH HEREOF SHALL, UPON THE REQUEST OF ANY PARTY INVOLVED, BE SUBMITTED TO, AND SETTLED BY, ARBITRATION IN THE COUNTY OF MACON, STATE OF NORTH CAROLINA, PURSUANT TO THE COMMERCIAL ARBITRATION RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION (OR AT ANY TIME OR AT ANY OTHER PLACE OR UNDER ANY OTHER FORM OF ARBITRATION MUTUALLY ACCEPTABLE TO THE PARTIES SO INVOLVED). ANY AWARD RENDERED SHALL BE FINAL AND CONCLUSIVE UPON THE PARTIES AND A JUDGMENT THEREON MAY BE ENTERED IN THE HIGHEST COURT OF THE FORUM, STATE OR FEDERAL, HAVING JURISDICTION. THE EXPENSES OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES TO THE ARBITRATION, PROVIDED THAT EACH PARTY SHALL PAY FOR AND BEAR THE COST OF ITS OWN EXPERTS, EVIDENCE AND COUNSEL FEES, EXCEPT THAT IN THE DISCRETION OF THE ARBITRATOR, ANY AWARD MAY INCLUDE THE COST OF A PARTY'S COUNSEL IF THE ARBITRATOR EXPRESSLY DETERMINES THAT THE PARTY AGAINST WHOM SUCH AWARD IS ENTERED HAS CAUSED THE DISPUTE, CONTROVERSY, OR CLAIM TO BE SUBMITTED TO ARBITRATION AS A DILATORY TACTIC.

SECTION 12.7 **Headings**. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

SECTION 12.8 **Severability**. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

SECTION 12.9 **Additional Documents**. Each Member, upon the request of the LLC, agrees to perform all further acts and execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

SECTION 12.10 **Variation of Pronouns**. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person or Persons indicated thereby may require.

SECTION 12.11 **Governing Law; Consent to Jurisdiction**. The laws of the State of Florida shall govern the validity of this Agreement, the construction and interpretation of its terms, and organization and internal affairs of the LLC and the limited liability of the Members. Each party to this Agreement hereby irrevocably consents to the personal jurisdiction of the state and federal courts sitting in the State of Florida with respect to the enforcement of an arbitrator's ruling under Section 12.6 or emergency judicial relief.

SECTION 12.12 **Waiver of Action for Partition**. Each of the Members irrevocably waives any right that it may have to maintain any action for partition with respect to any of the assets of the LLC.

SECTION 12.13 **Counterpart Execution**. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions

may be transmitted to the parties by electronic mail, and electronic mail execution shall have the full force and effect of an original signature. All fully executed counterparts hereof, whether original executions or electronic mail executions or a combination, shall be construed together and shall constitute one and the same agreement.

SECTION 12.14 Power of Attorney. Each Unitholder hereby irrevocably makes, constitutes and appoints the Manager, with full power of substitution, so long as the Manager is acting in such a capacity (and any successor Manager thereof so long as such Manager is acting in such capacity), its true and lawful attorney, in such Unitholder's name, place and stead (it is expressly understood and intended that the grant of such power of attorney is coupled with an interest) to make, execute, sign, acknowledge, swear and file with respect to the LLC:

(a) all documents which the Manager deems necessary or desirable to effect the dissolution and termination of the LLC which dissolution and termination shall have been authorized in accordance with the terms of this Agreement;

(b) all such other instruments, documents and certificates which may from time to time be required by the laws of the State or any other jurisdiction in which the LLC shall determine to do business, or any political subdivision or agency thereof, to effectuate, implement, continue and defend the valid existence of the LLC; and

(c) all instruments, documents and certificates which the Manager deems necessary or desirable in connection with the conversion or reorganization of the LLC into another form of entity or an Approved Sale.

This power of attorney shall not be affected by and shall survive the bankruptcy, insolvency, death, incompetency or dissolution of each granting Unitholder and shall survive the delivery of any assignment by the Unitholder of the whole or any portion of its Interest. Each Unitholder hereby releases each Manager from any liability or claim in connection with the exercise of the authority granted pursuant to this power of attorney, and in connection with any other action taken by the Manager pursuant to which the Manager purport to act as the attorney-in-fact for one or more Unitholders, if the Manager believed in good faith that such action taken was consistent with the authority granted to it pursuant to this Section 12.14.

SECTION 12.15 LLC Property. The title to all real or personal property (or interests therein) now or hereafter acquired by the LLC shall be held by and vested in the LLC, and not by or in any Member, individually.

SECTION 12.16 Time of the Essence. Time is of the essence with respect to each and every term and provision of this Agreement.

SECTION 12.17 Waivers. No consent or waiver, express or implied, by any party with respect to any breach or default in the performance by any other party of its obligations hereunder shall be deemed or construed to be a consent or waiver with respect to any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder, and any failure on the part of any party to complain regarding any act of any other party which constitutes a breach of such other party's obligations hereunder or to declare any such other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

SECTION 12.18 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive

the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

SECTION 12.19 Waiver of Florida Appraisal Rights. Notwithstanding anything in this Agreement to the contrary, Section 605.1006 of the Act (entitled "*Contractual Appraisal Rights*") shall not apply to any Unitholder, and each such Person hereby expressly waives any and all rights under such sections of the Act.

SECTION 12.20 Securities Matters. Each Unitholder understands that in addition to the restrictions on transfer contained in this Agreement, it must bear the economic risks of its investment for an indefinite period because the Fund Interests have not been registered under the Securities Act and, therefore, may not be sold or otherwise transferred unless they are registered under the Securities Act or an exemption from such registration is available. Each Member agrees with all other Members that it will not sell or otherwise transfer its Interest in the Fund unless such Interest has been so registered or in the opinion of counsel for the Fund, or of other counsel reasonably satisfactory to the Fund, such an exemption is available.

SECTION 12.21 Disclosure. Each of the parties acknowledges that this Agreement has been prepared by Apex Resource Center, LLC's legal counsel, Nelson Mullins Riley & Scarborough, LLP ("***Counsel***"), solely on behalf of and in the course of Counsel's representation of Apex Resource Center, LLC and that: (a) the parties understand that a conflict may exist between their individual interests and the interests of Apex Resource Center, LLC; (b) the parties have had the opportunity to seek the advice of independent legal counsel who could represent their individual interests and have either sought such advice prior to the execution of this Agreement or have declined to do so; and (c) the parties have received no representations from Counsel regarding the tax consequences to them arising from this Agreement or their ownership of any Interest in the Fund.

SECTION 12.22 Exhibits and Schedules. The Exhibits and Schedules to this Agreement, each of which is incorporated by reference, are:

SCHEDULE I: Joinder Certificate

EXHIBIT A: Articles of Organization.
EXHIBIT B: Information Exhibit.
EXHIBIT C: Glossary of Terms.
EXHIBIT D: Regulatory Allocations.

IN WITNESS WHEREOF, the Members, the Manager, and the LLC have executed this Agreement the day and year indicated on the following execution page, to be effective as of the Effective Date.

[EXECUTIONS APPEAR ON FOLLOWING PAGE(S)]

EXECUTION PAGE
TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
APEX RESOURCE CENTER PARTNERS LLC
a Florida limited liability company

CLASS C MEMBERS:

APEX RESOURCE CENTER, LLC, a Florida limited liability company

11/13/2025
Date Executed

By: Signed by: Trisha Johnson 1F795704B43943C...
Trisha Johnson
Its: Managing Member

LIVEVESTED, LLC, a Delaware Public Benefit limited liability company

11/13/2025
Date Executed

By: DocuSigned by: William McGuire 59B18D57DD55432...
William McGuire
Its: Manager

CLASS B MEMBERS:
Through individual Joinder Agreements.

CLASS A MEMBERS:
Through individual Joinder Agreements.

MANAGER:

APEX RESOURCE CENTER, LLC, a Florida limited liability company

11/13/2025
Date Executed

By: Signed by: Trisha Johnson 1F795704B43943C...
Trisha Johnson
Its: Manager

LLC:

APEX RESOURCE CENTER PARTNERS LLC, a Florida limited liability company

By: APEX RESOURCE CENTER, LLC, its Manager

11/13/2025
Date Executed

By: Signed by: Trisha Johnson 1E795704B43943C...
Trisha Johnson
Its: Manager

SCHEDULE I

JOINDER CERTIFICATE

APEX RESOURCE CENTER PARTNERS LLC
(a Florida Limited Liability Company)

By signing this Joinder Certificate, the undersigned accepts and agrees to be a party to and bound by the terms and provisions of the Operating Agreement of Apex Resource Center Partners LLC, dated as of _____, 2025 as it may be amended from time to time.

Dated _____.

***Sign below if Individual*:**

_____
Name

_____
Signature

Address:

Email: _____

***Sign below if entity*:**

_____
Entity Name

By: _____
Signature

_____
Name of Signatory

Title: _____

Address:

Email: _____

***Co-Joinder (spouse, etc.), if applicable*:**

_____
Name

_____
Signature

Address:

Email: _____

***Additional Signatories (entity), if applicable*:**

By: _____
Signature

_____
Name of Signatory

Title: _____

Email: _____

Instructions: If two individuals (such as spouses) wish to hold their Ownership Interest as joint tenants with right of survivorship, then each such individual must sign this Joinder Certificate (or two counterpart Joinder Certificates), print the names of both joint owners below their signatures and indicate next to their printed names "JTWROS". If an individual wishes to hold his or her Ownership Interest in his or her Individual Retirement Account, then the custodian of such Individual Retirement Account must sign the Joinder Certificate indicating who the custodian is and the name of the Person who is signing as a representative of the custodian.

EXHIBIT A
TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
APEX RESOURCE CENTER PARTNERS LLC
a Florida limited liability company

ARTICLES OF ORGANIZATION

See attached.

EXHIBIT B
TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
APEX RESOURCE CENTER PARTNERS LLC
a Florida limited liability company
INFORMATION EXHIBIT

Shall be kept in the books and records of the Company.

EXHIBIT C
TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
APEX RESOURCE CENTER PARTNERS LLC
a Florida limited liability company

GLOSSARY OF TERMS

Many of the capitalized words and phrases used in this Agreement are defined below. Some defined terms used in this Agreement are applicable to only a particular Section of this Agreement or an Exhibit and are not listed below, but are defined in the Section or Exhibit in which they are used.

"*Act*" shall mean the Florida Uniform Limited Liability Company Act, as in effect in Florida and set forth at Florida Code, Chapter 605, Sections 101 through 2802 (or any corresponding provisions of succeeding law).

"*Adjusted Capital Account*" means, with respect to any Unitholder, such Person's Capital Account (as defined below) as of the end of the relevant Fiscal Year increased by any amounts which such Person is obligated to restore, or is deemed to be obligated to restore pursuant to the next to last sentences of Treasury Regulations § 1.704-2(g)(1) (share of minimum gain) and 1.704-2(i)(5) (share of member nonrecourse debt minimum gain).

"*Affiliate*" shall mean, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) any Person directly or indirectly owning or controlling ten percent (10%) or more of any class of outstanding equity interests of such Person or of any Person which such Person directly or indirectly owns or controls ten percent (10%) or more of any class of equity interests, (iii) any officer, director, general partner or trustee of such Person, or any Person of which such Person is an officer, director, general partner or trustee, or (iv) any Person who is an officer, director, general partner, trustee or holder of ten percent (10%) or more of the equity interests of any Person described in clauses (i) through (iii) of this sentence.

"*Agreed Value*" shall mean with respect to any noncash asset of the LLC an amount determined and adjusted in accordance with the following provisions:

(a) The initial Agreed Value of any noncash asset acquired by the LLC other than by contribution by a Unitholder shall be its adjusted basis for federal income tax purposes.

(b) The initial Agreed Value of any noncash asset contributed to the capital of the LLC by any Member shall be its gross fair market value on the date of its contribution, as agreed to by the contributing Member and the LLC.

(c) The Agreed Value of any noncash asset distributed by the LLC to any Unitholder shall be its gross fair market value, as determined by the Manager, as of the date the noncash asset is distributed.

(d) Unless the Manager determines that making the adjustments under this paragraph (d) are not necessary to preserve the Unitholders' economic interests in the LLC, the Agreed Values of all noncash assets of the LLC, regardless of how those assets were acquired, shall be adjusted from time to time to equal their gross fair market values, as determined by the Manager, as of the following times:

(i) the acquisition of an Interest or an additional Interest in the LLC by any new or existing Member in exchange for more than a de minimis Capital Contribution;

(ii) the distribution by the LLC of more than a de minimis amount of money or other property as consideration for all or part of an Interest in the LLC;

(iii) the liquidation of the LLC within the meaning of Treasury Regulations § 1.704-1(b)(2)(ii)(g);

(iv) the grant of an Interest in the LLC (other than a de minimis Interest) as consideration for the provision of services to or for the benefit of the LLC by an existing Unitholder acting in a "partner capacity" within the meaning of Treasury Regulations § 1.704-1(b)(2)(iv)(f)(5)(iii) or by a new Unitholder acting in a partner capacity or in anticipation of being a Unitholder; and

(v) the issuance of by the LLC of a noncompensatory option (other than an option for a de minimis Interest) within the meaning of Treasury Regulations § 1.704-1(b)(2)(iv)(f)(5)(iv).

(e) The Agreed Values of the LLC's noncash assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code § 734(b) or Code § 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations § 1.704-1(b)(2)(iv)(m), except that Agreed Values of the LLC's noncash assets will not be adjusted under this paragraph (e) to the extent that an adjustment under paragraph (d) of this definition is made in connection with the transaction that would otherwise result in an adjustment under this definition.

(f) If the Agreed Value of a noncash asset of the LLC has been determined or adjusted pursuant to paragraph (b), (d) or (e) of this definition, such Agreed Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Profits and Losses (or items, if any of income, gain, expense, deduction, or loss of the LLC to be allocated hereunder that are not included in the computation of Profits and Losses).

"*Agreement*" shall mean this Limited Liability Company Agreement as amended from time to time.

"*Articles*" shall mean the Articles of Organization required to be filed by the LLC pursuant to the Act together with all amendments thereto, if any.

"*Capital Account*" shall mean with respect to each Unitholder an account maintained and adjusted in accordance with the following provisions:

(a) Each Person's Capital Account shall be increased by such Person's Capital Contributions, such Person's distributive share of Profits, any items in the nature of income or gain that are allocated pursuant to the Regulatory Allocations and the amount of any LLC liabilities that are assumed by such Person or that are secured by LLC property distributed to such Person.

(b) Each Person's Capital Account shall be decreased by the amount of cash and the Agreed Value of any LLC property distributed to such Person pursuant to any provision of this Agreement, such Person's distributive share of Losses, any items in the nature of loss or deduction that are allocated pursuant to the Regulatory Allocations, and the amount of any liabilities of such Person that are assumed by the LLC or that are secured by any property contributed by such Person to the LLC.

If any Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

If the Agreed Values of the LLC assets are adjusted pursuant to the definition of Agreed Value contained in this Agreement, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate adjustments as if the LLC recognized gain or loss equal to the amount of such aggregate adjustment.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations § 1.704-1(b), and shall be interpreted and applied in a manner consistent with such regulations.

"*Capital Contribution*" shall mean with respect to any Member, the amount of money and the initial Agreed Value of any property (other than money) contributed to the LLC with respect to the Interest of such Member.

"*Change of Control*" shall mean with respect to any Unitholder that is an Entity, the occurrence of any event that causes such Unitholder to cease to be Controlled by the same Person or group of Persons who Controlled the Unitholder on the Effective Date or such later date on which such Unitholder first acquired all or any portion of its Interest.

"*Class A Members*" shall mean Members owning Class A Units. "***Class A Member***" means any one of the Class A Members.

"*Class A Unitholders*" shall mean collectively the Unitholders who own Class A Units. **"*Class A Unitholder*"** means any one of the Class A Unitholders.

"*Class A Units*" shall have the meaning set forth in Section 2.6(b).

"*Class B Unitholders*" shall mean collectively the Unitholders who own Class B Units. **"*Class B Unitholder*"** means any one of the Class B Unitholders.

"*Class B Units*" shall have the meaning set forth in Section 2.6(b).

"*Class C Unitholders*" shall mean collectively the Unitholders who own Class C Units. **"*Class C Unitholder*"** means any one of the Class C Unitholders.

"*Class C Units*" shall have the meaning set forth in Section 2.6(c).

"*Code*" shall mean the Internal Revenue Code of 1986, as amended from time to time, or any successor federal revenue law.

"*Control*" shall mean with respect to any Entity the ability, whether by the direct or indirect ownership of equity interests in such Entity (on a Fully-Diluted basis), by contract or otherwise, to elect a majority of the directors in the case of a corporation, to select the managing partner of a partnership, or otherwise to select, or have the power to remove and then select, a majority of those Persons exercising governing authority over such Entity. In the case of a limited partnership, the sole general partner, all of the general partners to the extent each has equal management control and authority, or the managing general partner or managing general partners thereof shall be deemed to have control of such partnership and, in the case of a trust, any trustee thereof or any Person having the right to select any such trustee shall be

deemed to have control of such trust. The terms **"*Controls*"** and **"*Controlled*"** shall have correlative meanings.

"*Default Rate*" shall mean a per annum rate of return on a specified principal sum, compounded monthly, equal to the greater of (a) the Prime Rate plus 500 basis points, or (b) 18%, but in no event greater than the highest rate allowed by law.

"***Depreciation***" shall mean for each Fiscal Year of the LLC or other period with respect to a particular asset of the LLC, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to that asset for such Fiscal Year or other period, except that if, as of the beginning of such Fiscal Year or other period, the Agreed Value of the asset differs from its adjusted basis for federal income tax purposes, Depreciation for that asset will be an amount that bears the same ratio to its Agreed Value at the beginning of such Fiscal Year or other period as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year or other period bears to its adjusted tax basis at the beginning of the Fiscal Year or other period; provided, however, that if the asset's adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period is zero, Depreciation for that asset shall be determined with reference to its Agreed Value using any reasonable method selected by the Manager.

"*Distributable Cash*" shall mean the gross cash proceeds to the LLC from all sources whatsoever (including without limitation operations, Capital Contributions, sales or dispositions of LLC property, financings or refinancings of LLC assets, and reserves from prior periods), less the portion thereof used to pay or establish reserves for LLC expenses, debt payments, capital improvements, replacements, and contingencies, all as reasonably determined by the Manager.

"*Effective Date*" shall have the meaning set forth in Section 1.1.

"*Entity*" shall mean any general partnership, limited partnership, corporation, limited liability company, joint venture, business trust, cooperative or association, foreign trust, foreign organization, or other entity, or a trust (other than a business or foreign trust) or a decedent's estate.

"*Event of Bankruptcy*" shall mean, with respect to any Person, the occurrence any of the events set forth in Section 18-304 of the Act.

"*Event of Withdrawal*" shall mean, with respect to any Person, the occurrence of any of the events set forth in Section 9.1(a)-(i) of this Agreement.

"*Fiscal Year*" shall mean, as of the Effective Date, the calendar year, and, with respect to the last year of the LLC, the portion of the calendar year ending with the date of the final liquidating distributions.

"*Interest*" shall mean all of the rights of each Unitholder with respect to the LLC created under this Agreement or under the Act. With respect to any provision of this Agreement requiring the vote, approval, consent or similar action by the Members or a group of Members with respect to any matter, unless otherwise specified, reference to a majority (or a specified percentage) in Interest of the Members or group thereof means Members holding Units constituting a majority (or specified percentage) of the Units of the Members or group of Members, determined as the date of such vote, approval, consent or action unless an earlier record date has been established for determining the Members entitled to participate in such action, in which case the determination shall be made as of the earlier record date. For the avoidance of doubt, nothing in this definition of Interest shall give Class B Members or Class A Members voting rights on any LLC item other than as set forth in Section 12.4.

"*LLC*" shall mean Apex Resource Center Partners LLC, a Florida limited liability company.

"*Manager*" shall mean Apex Resource Center, LLC, a Florida limited liability company.

"*Members*" shall refer collectively to the Persons listed on the Information Exhibit as Members and to any other Persons who are admitted to the LLC as Members or who become Members under the terms of this Agreement until such Persons have ceased to be Members under the terms of this Agreement. **"*Member*"** means any one of the Members.

"*Percentage Interest*" shall mean the percentage set forth opposite each Unitholder's name on the Information Exhibit in the column labeled "Percentage Interest." A Unitholder's Percentage Interest shall be a percentage equal to a fraction the numerator of which shall be the number of Units held by such Unitholder and the denominator of which shall be the total number of Units held by all Unitholders.

"*Person*" shall mean any natural person, partnership, trust, estate, association, limited liability company, corporation, custodian, nominee, governmental instrumentality or agency, body politic or any other entity in its own or any representative capacity.

"***Preferred Return***" shall have the meaning as stated in Section 3.2(a) of this Agreement.

"*Prime Rate*" as of a particular date shall mean the prime rate of interest as published on that date in the Wall Street Journal, and generally defined therein as "the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks." If the Wall Street Journal is not published on a date for which the Prime Rate must be determined, the Prime Rate shall be the prime rate published in the Wall Street Journal on the nearest-preceding date on which the Wall Street Journal was published.

"*Profits*" and "*Losses*" shall mean, for each Fiscal Year or other period, an amount equal to the LLC's taxable income or loss for such year or period, determined in accordance with Code § 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code § 703(a)(l) shall be included in taxable income or loss), with the following adjustments (without duplication):

(a) Any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(b) Any expenditures of the LLC described in Code § 705(a)(2)(B) or treated as Code § 705(a)(2)(B) expenditures pursuant to Treasury Regulations § 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or loss;

(c) If the Agreed Value of any asset of the LLC is adjusted under paragraphs (c) or (d) of the definition of "Agreed Value," then for purposes of computing Profits and Losses for the Fiscal Year of such adjustment, the amount of that adjustment will be taken into account as income, gain, loss or deduction, as the case may be, as if the asset had been sold for an amount equal to its adjusted Agreed Value as provided by Treasury Regulations § 1.704-1(b)(2)(iv)(f)(2);

(d) Gain or loss recognized for federal income tax purposes from the disposition of LLC assets shall be computed by reference to the Agreed Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Agreed Value;

(e) Depreciation shall be used in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing the LLC's taxable income or loss;

(f) To the extent that Treasury Regulations § 1.704-1(b)(2)(iv)(m)(4) requires an adjustment made to the adjusted tax basis of any of the LLC's assets pursuant to Code § 734(b) to be taken into account in determining Capital Account balances as a result of a distribution made other than in liquidation of a Unitholder's Interest, the amount of such adjustment shall be treated as a taxable gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for the purposes of computing Profits and Losses; and

(g) Notwithstanding any other provision of this definition, no items of income, gain, expense, deduction or loss that are specifically allocated under the Regulatory Allocations Exhibit are to be taken into account in computing Profits or Losses, but the amounts of those items are to be determined by applying rules comparable to those provided in paragraphs (a) through (f) of this definition.

"*Regulatory Allocations*" shall mean those allocations of items of LLC income, gain, loss or deduction set forth on the Regulatory Allocations Exhibit and designed to enable the LLC to comply with the alternate test for economic effect prescribed in Treasury Regulations § 1.704-1(b)(2)(ii)(d), and the safe harbor rules for allocations attributable to nonrecourse liabilities prescribed in Treasury Regulations § 1.704-2.

"*Related Party*" shall mean (a) with respect to any individual, such individual's spouse, any descendants (whether natural, adopted or in the process of adoption), any sibling, any ancestor, any trust more than fifty percent (50%) of the beneficial interests in which are owned by such individuals or any of them, and any corporation, association, partnership or limited liability company more than fifty percent (50%) of the equity interests in which are owned by those above described individuals or trusts, (b) with respect to any trust, the owners of the beneficial interests of such trust, and (c) with respect to any corporation, association, partnership or limited liability company, the owners of more than fifty percent (50%) of the outstanding equity interests in such entity.

"*Revised Partnership Audit Procedures*" means the provisions of Subchapter C of Subtitle A, Chapter 63 of the Code, as amended by P.L. 114 74, the Bipartisan Budget Act of 2015 (together with any subsequent amendments thereto, Treasury Regulations promulgated thereunder, and published administrative interpretations thereof) or any similar procedures established by a state, local, or non-U.S. taxing authority.

"*Subsidiary*" shall mean any limited liability company, corporation or other entity in which the LLC directly or indirectly owns greater than fifty percent (50%) of the total combined voting power of all classes of equity interests in such entity.

"*Transfer*" shall mean any sale, assignment, transfer, conveyance, pledge, hypothecation or other disposition, voluntarily or involuntarily, by operation of law, with or without consideration or otherwise (including, without limitation, by way of intestacy, will, gift, bankruptcy, receivership, levy, execution, charging order or other similar sale or seizure by legal process) of all or any portion of any Interest; provided, however, that the pledge of Interests pursuant to Section 8.6 shall not constitute a Transfer.

"*Treasury Regulations*" shall mean the final and temporary Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"*Unitholder*" shall mean a Person holding Units.

"*Units*" represent the basis on which Interests are denominated and the basis on which the relative rights, privileges, preferences and obligations are determined under this Agreement and the Act, and the total number and class of Units attributed to each Unitholder shall be the number recorded on the Information Exhibit as of the relevant time.

"*Unreturned Capital Contribution*" shall mean with respect to a Unitholder on any date the excess, if any, of (i) the Capital Contributions made by such Unitholder as of such date, over (ii) the cumulative distributions to such Unitholder pursuant to Section 3.2(a)(i) as of such date and the dollar value of any tax credits allocated to such Unitholder. If, after the Effective Date, a Unitholder transfers any portion of its Interest in accordance with the terms of this Agreement, the transferee shall succeed to the Unreturned Capital Contribution of the transferor to the extent it relates to the transferred Interest.

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EXHIBIT D
TO THE
LIMITED LIABILITY COMPANY AGREEMENT
OF
APEX RESOURCE CENTER PARTNERS LLC
a Florida limited liability company

REGULATORY ALLOCATIONS

This Exhibit contains special rules for the allocation of items of LLC income, gain, loss and deduction that override the basic allocations of Profits and Losses in Section 4.1 of the Agreement to the extent necessary to cause the overall allocations of items of LLC income, gain, loss and deduction to have substantial economic effect pursuant to Treasury Regulations § 1.704-1(b) and shall be interpreted in light of that purpose. Subsection (a) below contains special technical definitions. Subsections (b) through (h) contain the Regulatory Allocations themselves. Subsections (i), (j) and (k) are special rules applicable in applying the Regulatory Allocations.

(a) Definitions Applicable to Regulatory Allocations. For purposes of the Agreement, the following terms shall have the meanings indicated:

(i) **"*LLC Minimum Gain*"** has the meaning of "partnership minimum gain" set forth in Treasury Regulations § 1.704-2(d), and is generally the aggregate gain the LLC would realize if it disposed of its property subject to Nonrecourse Liabilities in full satisfaction of each such liability, with such other modifications as provided in Treasury Regulations § 1.704-2(d). In the case of Nonrecourse Liabilities for which the creditor's recourse is not limited to particular assets of the LLC, until such time as there is regulatory guidance on the determination of minimum gain with respect to such liabilities, all such liabilities of the LLC shall be treated as a single liability and allocated to the LLC's assets using any reasonable basis selected by the Manager.

(ii) **"*Member Nonrecourse Deductions*"** shall mean losses, deductions or Code § 705(a)(2)(B) expenditures attributable to Member Nonrecourse Debt under the general principles applicable to "partner nonrecourse deductions" set forth in Treasury Regulations § 1.704-2(i)(2).

(iii) **"*Member Nonrecourse Debt*"** means any LLC liability with respect to which one or more but not all of the Unitholders or related Persons to one or more but not all of the Unitholders bears the economic risk of loss within the meaning of Treasury Regulations § 1.752-2 as a guarantor, lender or otherwise.

(iv) **"*Member Nonrecourse Debt Minimum Gain*"** shall mean the minimum gain attributable to Member Nonrecourse Debt as determined pursuant to Treasury Regulations § 1.704-2(i)(3). In the case of Member Nonrecourse Debt for which the creditor's recourse against the LLC is not limited to particular assets of the LLC, until such time as there is regulatory guidance on the determination of minimum gain with respect to such liabilities, all such liabilities of the LLC shall be treated as a single liability and allocated to the LLC's assets using any reasonable basis selected by the Manager.

(v) **"*Nonrecourse Deductions*"** shall mean losses, deductions, or Code § 705(a)(2)(B) expenditures attributable to Nonrecourse Liabilities (see Treasury Regulations § 1.704-2(b)(1)). The amount of Nonrecourse Deductions for a Fiscal Year shall be determined pursuant to Treasury Regulations § 1.704-2(c), and shall generally equal the net increase, if any, in the amount of LLC Minimum Gain for that taxable year, determined generally according to the provisions of Treasury

Regulations § 1.704-2(d), reduced (but not below zero) by the aggregate distributions during the year of proceeds of Nonrecourse Liabilities that are allocable to an increase in LLC Minimum Gain, with such other modifications as provided in Treasury Regulations § 1.704-2(c).

(vi) **"*Nonrecourse Liability*"** means any LLC liability (or portion thereof) for which no Unitholder bears the economic risk of loss under Treasury Regulations § 1.752-2.

(vii) **"*Regulatory Allocations*"** shall mean allocations of Nonrecourse Deductions provided in Paragraph (b) below, allocations of Member Nonrecourse Deductions provided in Paragraph (c) below, the minimum gain chargeback provided in Paragraph (d) below, the member nonrecourse debt minimum gain chargeback provided in Paragraph (e) below, the qualified income offset provided in Paragraph (f) below, the gross income allocation provided in Paragraph (g) below, and the curative allocations provided in Paragraph (h) below.

(b) Nonrecourse Deductions. All Nonrecourse Deductions for any Fiscal Year shall be allocated to the Unitholders in accordance with their Percentage Interests.

(c) Member Nonrecourse Deductions. All Member Nonrecourse Deductions for any Fiscal Year shall be allocated to the Unitholder who bears the economic risk of loss under Treasury Regulations § 1.752-2 with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable.

(d) Minimum Gain Chargeback. If there is a net decrease in LLC Minimum Gain for a Fiscal Year, each Unitholder shall be allocated items of LLC income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Unitholder's share of such net decrease in LLC Minimum Gain, determined in accordance with Treasury Regulations § 1.704-2(g)(2) and the definition of LLC Minimum Gain set forth above. This provision is intended to comply with the minimum gain chargeback requirement in Treasury Regulations § 1.704-2(f) and shall be interpreted consistently therewith.

(e) Member Nonrecourse Debt Minimum Gain Chargeback. If there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt for any Fiscal Year, each Unitholder who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt as of the beginning of the Fiscal Year, determined in accordance with Treasury Regulations § 1.704-2(i)(5), shall be allocated items of LLC income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Unitholder's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations §§ 1.704-2(i)(4) and (5) and the definition of Member Nonrecourse Debt Minimum Gain set forth above. This Paragraph is intended to comply with the member nonrecourse debt minimum gain chargeback requirement in Treasury Regulations § 1.704-2(i)(4) and shall be interpreted consistently therewith.

(f) Reallocation of Losses. Section 4.1 notwithstanding, if and to the extent that any allocation of Losses (and any items of expense, deduction, or loss to be allocated hereunder that are not included in the computation of Losses) to any Unitholder would cause a deficit in such Unitholder's Adjusted Capital Account or would further reduce an existing balance that is already negative, then such Losses (and any items of expense, deduction, or loss to be allocated hereunder that are not included in the computation of Losses) shall be allocated to the other Unitholders for whom the limitation described in this Paragraph does not apply in proportion to the amounts of Losses (or items of expense, deduction, or loss to be allocated hereunder that are not included in the computation of Losses) that otherwise would be allocated among them for that Fiscal Year. In the event that any special allocations of Losses (and any items of expense, deduction, or loss to be allocated hereunder that are not included in the computation of Losses) are made

pursuant to this paragraph, items of gross LLC income and gain from subsequent periods shall be specially allocated to offset, to the extent feasible and as promptly as possible, such special allocations of Losses (and any items of expense, deduction, or loss to be allocated hereunder that are not included in the computation of Losses).

(g) Qualified Income Offset. In the event any Unitholder unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations §§ 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of LLC income and gain (consisting of a pro rata portion of each item of LLC income, including gross income, and gain for such year) shall be allocated to such Unitholder in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, any deficit in such Unitholder's Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible.

(h) Gross Income Allocation. In the event any Unitholder has a deficit in its Adjusted Capital Account at the end of any Fiscal Year, each such Unitholder shall be allocated items of LLC gross income and gain, in the amount of such Adjusted Capital Account deficit, as quickly as possible.

(i) Curative Allocations. When allocating Profits and Losses under Section 4.1, such allocations shall be made so as to offset any prior allocations of gross income under Paragraph (h) above to the greatest extent possible so that overall allocations of Profits and Losses shall be made as if no such allocations of gross income occurred.

(j) Ordering. The allocations in this Exhibit to the extent they apply shall be made before the allocations of Profits and Losses under Section 4.1 and in the order in which they appear above.

(k) Waiver of Minimum Gain Chargeback Provisions. If the Manager determines that (i) either of the two minimum gain chargeback provisions contained in this Exhibit would cause a distortion in the economic arrangement among the Members, (ii) it is not expected that the LLC will have sufficient other items of income and gain to correct that distortion, and (iii) the Members have made Capital Contributions or received net income allocations that have restored any previous Nonrecourse Deductions or Member Nonrecourse Deductions, the Manager shall have the authority, but not the obligation, after giving notice to the Members, to request on behalf of the LLC the Internal Revenue Service to waive the minimum gain chargeback or member nonrecourse debt minimum gain chargeback requirements pursuant to Treasury Regulations §§ 1.704-2(f)(4) and 1.704-2(i)(4). The LLC shall pay the expenses (including attorneys' fees) incurred to apply for the waiver. The Manager shall promptly copy all Members on all correspondence to and from the Internal Revenue Service concerning the requested waiver.

(l) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any LLC asset pursuant to Code § 734(b) or Code § 743(b) is required, pursuant to Treasury Regulations § 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Unitholders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.