

ATTACHMENT C

Copy of Trust Disclosure

OPERATING AGREEMENT

DATED AS OF OCTOBER 10, 2022

BY AND BETWEEN

SHAUN LOUW
AS MEMBER

AND

AMANDA LOUW
AS MEMBER

AND

SHAUN LOUW AND AMANDA LOUW
AS MANAGERS

RELATIVE TO THE FORMATION AND OPERATION OF

LF4 INVESTMENT LLC

AN ILLINOIS LIMITED LIABILITY COMPANY

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OPERATING AGREEMENT

OF

LF4 INVESTMENT LLC

THIS OPERATING AGREEMENT is made and entered into as of 10th day of October 2022, by Shaun Louw and Amanda Louw (who are each hereinafter referred to as a "Member" and as a "Manager") and LF4 Investment LLC (the "Company").

WITNESSETH:

WHEREAS, the parties hereto desire to form a limited liability company under the laws of the State of Illinois;

WHEREAS, the parties intend that this Operating Agreement be the governing instrument for the limited liability company formed under the laws of the State of Illinois for the purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto hereby agree as follows:

ARTICLE I RECITALS AND DEFINITIONS

Section 1.1 **Recitals.** The foregoing recitals constitute a material part of this Agreement and by this reference are incorporated herein in their entirety to the same extent as if recited herein at length.

Section 1.2 **Definitions.** The following terms used in this Operating Agreement shall have the following meanings:

(a) "Act" shall mean the Illinois Limited Liability Company Act, and as amended from time to time.

(b) "Articles of Organization" shall mean the Articles of Organization of LF4 Investment LLC as filed with the Secretary of State of Illinois on December 10, 2022, as amended from time to time.

(c) "Capital Account" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to such date pursuant to Article III.

(d) "Capital Contribution" shall mean any contribution to the capital of the Company by a Member whether in cash, property or services, whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement.

(e) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) "Company" shall refer to LF4 Investment LLC.

(g) "Deficit Capital Account" shall mean with respect to any member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(1) Credit to such Capital Account any amount which such Member is obligated to restore under Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, as well as any addition thereto pursuant to Sections 1.704-2(g)(1) and (i)(5) of the partnership minimum gain (as determined in accordance with Section 1.704-2(d) of the Treasury Regulations) and in the minimum gain attributable to any partner for nonrecourse debt (as determined under Section 1.704-2(i)(3) of the Treasury Regulations); and

(2) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6) of the Treasury Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2)(ii)(d) and 1.704-2 and will be interpreted consistently with those provisions.

(h) "Distributable Cash" shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred in the normal operation of the Company's business; (iii) such Reserves as the Managers deem reasonably necessary for the proper operation of the Company's business.

(i) "Economic Interest" shall mean a Member's or Economic Interest Owner's share of one or more of the Company's Net Profits, net Losses, and distributions of the Company's assets pursuant to this Operating Agreement and the Act but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision of the Members or Managers.

(j) "Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.

(k) "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, or foreign business organization.

(l) "Gifting Member" shall mean any member or Economic Interest Owner who gifts, bequeaths, or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest or Economic Interest.

(m) "Interest Holder" shall mean either a Member holding an Economic Interest or an Economic Interest Owner.

(n) "Majority Interest" shall mean one or more Interests of Members which in the aggregate exceed 50% of all Percentage Interests.

(o) "Manager" shall mean one or more managers. References to the Manager in the singular or as him, her, it, itself, or other like references shall also where the context so requires be deemed to include the plural or the masculine, feminine or neuter reference as the case may be.

(p) "Member" shall mean each party who executes a counterpart of this Operating Agreement as a Member and each party who may hereafter become a Member. To the extent a Manager has purchased a Membership Interest in the Company, he will have all the rights of a Member with respect to such membership interest and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interest in the Company. If a party is a Member immediately prior to the purchase or other acquisition by such part of an Economic Interest, such party shall have all the rights of a Member with respect to such purchased or otherwise acquired membership interest or Economic Interest, as the case may be.

(q) "Membership Interest" shall mean a Member's entire interest in the Company including such member's Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement and the Act.

(r) "Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, on the Company's tax return filed for federal income tax purposes, determined in accordance with generally accepted accounting principles employed under the cash method of accounting at the close of each fiscal year.

(s) "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

(t) "Percentage Interest" shall mean for any Member the percentage interest in the Company as set forth on the signature pages of this Agreement, as may be changed from time to time by the unanimous vote of the Members.

(u) "Persons" shall mean any individual or entity and the heirs, executors, administrators, legal representatives, successors and assigns of such "Persons" where the context so permits.

(v) "Reserves" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts deemed sufficient by the Managers for working capital and to pay taxes, insurance, debt service, or other costs or expenses incident to the ownership or operation of the Company's business.

(w) "Selling Member" shall mean any Interest Holder which sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Membership interest or Economic Interest.

(x) "Transferring Member" shall collectively mean a Selling member and a Gifting Member.

(y) "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code.

(z) "Withdrawal Event" shall occur upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company.

ARTICLE II FORMATION OF LIMITED LIABILITY COMPANY

Section 2.1 Formation of Limited Liability Company.

(a) The parties hereto hereby enter into and form, a limited liability company (the "Limited Liability Company") for the limited purposes and scope set forth herein.

(b) Except as expressly provided for herein to the contrary, the rights, liabilities and obligations of the Members and the internal organization, administration and termination of the

Limited Liability Company shall be governed by the Illinois Limited Liability Company Act (hereinafter referred to as the "Act"). A Member's interest in the Limited Liability Company shall be personal property for all purposes. All real and other property owned by the Limited Liability Company shall be deemed owned by the Limited Liability Company as an entity, and no Member, individually, shall have any ownership of such property.

Section 2.2 Term of Limited Liability Company.

The Limited Liability Company shall, not be for a term but shall be at will, and shall, continue until dissolved by an act or event specified in this Agreement or by the act as one effecting dissolution; provided, however, that the latest date upon which the Limited Liability Company will dissolve is December 31, 2071.

Section 2.3 Purposes and Scope of Limited Liability Company.

The purposes of the Company shall be to do and perform any and all acts permitted under the Act. Without limiting the foregoing, the primary business of the Company shall be to engage in real estate ownership and leasing, unless changed by the Members upon an affirmative vote of a Majority Interest.

Section 2.4 Name of Limited Liability Company.

The business and affairs of the Company shall be conducted solely under the name of "LF4 Investment LLC", and such name shall be used at all times in connection with the Company's business and affairs, unless changed by the parties hereto.

Section 2.5 Assumed Name Certificate.

The Members, upon execution of this Agreement, shall execute all assumed or fictitious name certificate or certificates required by law to be filed in connection with the formation of the Company and shall cause such certificate or certificates to be filed as required by the applicable statutes of the State of Illinois.

Section 2.6 Scope of Members' Authority.

Except as otherwise expressly and specifically provided in this Agreement, none of the Members shall have any authority to act for, or to assume any obligations or responsibility on behalf of any other Member or the Company.

Section 2.7 Principal Place of Business.

The principal place of business of the Company shall be at the office of the Company, 1683 Castaway, Hoffman Estates, Illinois 60010 or such other place as the Manager may from time to time designate.

Section 2.8 Registered Agent.

The registered agent within the State of Illinois for the Company shall be Michael J. Morrisroe, 143 N. Bloomingdale Road, Bloomingdale, Illinois 60108 or such other agent as the Members may from time to time designate.

**ARTICLE III
CAPITAL**

Section 3.1 Capital Contribution.

(a) Contemporaneously with the execution of this Agreement, the Members shall make the following initial contributions to capital of the Company:

Member:	Capital Contribution:
Shaun Louw	\$500.00
Amanda Louw	\$500.00

(b) All amounts contributed to the Company from time to time shall be credited to the capital account of the Member making such contribution as his or its basis for federal income tax purposes.

(c) Subject to the provisions of this Agreement, each Member's capital account shall consist of his capital contributions, any additional capital contributions made from time to time by him, increased by his respective share of profits and decreased by any distributions made to him and by his respective share, if any, in Company losses. No interest shall be paid or credited to Members on their capital accounts. No part of any capital account may be withdrawn by any Member or other distribution made to any Member, except in accordance with the provisions of this Agreement.

Section 3.2 Additional Contributions.

If at any time or times all of the Members determine that further funds are required in the interest of the Company, the Members shall contribute to the capital of the Company such additional funds as may be required. Each Member hereby agrees to contribute his proportionate share of such

additional funds based on his respective percentage interest in the profits and losses of the Company within ten (10) days of such determination. The amounts so contributed shall be credited to each Member's capital account and shall bear no interest.

Section 3.3 Default.

In the event that any Member shall, for any reason whatsoever, fail to contribute his proportionate share of additional funds pursuant to Section 2 of Article III herein (the "Defaulting Member"), the Defaulting Member shall be personally liable to all other Members (the "Non-Defaulting Members") for the amount not contributed, and the Non-Defaulting Members may advance the defaulted amount as a loan to the Company at a rate not to exceed the greater of two percent (2%) over the Prime Rate, or ten percent (10%) per annum. Any such loan made to the Company shall be repaid in full prior to any distribution hereunder to the Defaulting Member. In addition to the Defaulting Member's personal liability to the Non-Defaulting Members, the Non-Defaulting Members shall have a lien on the Defaulting Member's interest as security for repayment of said additional funds in proportion to the Non-Defaulting Member's contribution thereof.

Section 3.4 Capital Accounts.

(a) A separate Capital Account shall be maintained for each Member. Each Member's Capital Account shall be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 7852); (3) the value of services actually contributed to the Company as such value is determined by the Managers; (4) allocations to such Member of Net Profits and Net Losses; and (5) allocations to such Member of income described in Code Section 7905(a)(1)(B). Each Member's Capital Account shall be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume to take subject to under Code Section 752); (3) allocations to such Member of expenditures described in Code Section 705(a)(2)(b); and (4) allocations to the account of such Member of Company losses and deductions as set forth in such Regulations, taking into account adjustments to reflect book value. The foregoing notwithstanding, losses shall only be allocated to Members with actual basis.

(b) In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 3.4 is intended to comply with the requirements of Code Section 1.704(b)(2) and the Treasury Regulations promulgated thereunder. If the Company determines that the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 3.4 should be modified in order to comply with Code Section 704(b) and the Treasury Regulations, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 3.4, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members as set forth in this Operating Agreement.

(d) Upon liquidation of the Company (or any Member's Membership Interest or Economic Interest Owner's Economic Interest) liquidating distributions will be made in accordance with the positive Capital Account balances of the Members and Economic Interest Owners as determined after taking into account all Capital Account adjustments for the company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty (60) days of the end of the taxable year (or, if later, within one hundred twenty (120) days after the date of the liquidation). The Company may offset damages for breach of this Operating Agreement by an Interest Holder whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount otherwise distributable to such Member.

(e) Except as otherwise required in the Act (and subject to Sections 3.1 and 3.2) no Interest Holder shall have any liability to restore all or any portion of a deficit balance in such Interest Holder's Capital Account.

Section 3.5 Withdrawal or Reduction of Members' Contributions to Capital.

(a) A Member shall not receive out of the Company's property any part of the Member's Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member has only the right to demand and receive cash in return for its Capital Contribution, irrespective of the nature of its Capital Contribution.

**ARTICLE IV
MANAGEMENT OF THE LIMITED LIABILITY COMPANY**

Section 4.1 Management. The business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by non-waivable provisions of the Act, the Managers shall have full and complete

authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers unless the approval of more than one of the Managers is expressly required pursuant to this Operating Agreement or the Act.

Section 4.2 Number, Tenure and Qualifications of Managers. The Company shall have two (2) Managers who are identified forth in Exhibit "A". The initial managers of the Company are Shaun Louw and Amanda Louw. The number of Managers of the Company shall be fixed from time to time by the affirmative vote of Members holding at least fifty-one per cent (51%) of all Percentage Interests in the Company, but in no instance shall there be more than two Managers. Each Manager shall hold office until his successor shall have been elected and qualified. Managers shall be elected by the affirmative vote of Members holding at least a Majority Interest. Managers need not be Members of the Company.

Section 4.3 Certain Powers of Managers. Without limiting the generality of Section 4.1, the Managers shall have power and authority, on behalf of the Company:

(a) to acquire property from any Person as the Managers may determine, whether or not such Person is directly or indirectly affiliated or connected with any Manager or Member, provided that in the case of an acquisition involving an interested party, the purchase price shall reflect an arms-length value;

(b) to borrow money for the Company from banks, other lending institutions, the Managers, Members or affiliates of the Managers or Members on such terms as the managers deem appropriate, and in connection therewith to mortgage, pledge, hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;

(c) to purchase liability and other insurance to protect the Company's property and business;

(d) to hold and own Company real and personal properties in the name of the Company;

(e) to invest Company funds in time deposits, short-term governmental obligations, commercial paper, or other investments;

(f) upon the affirmative vote of the Members holding at least seventy-five per cent (75%) of all Percentage Interests (a "Super-Majority Interest"), to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation or causes any default under any other agreement to which the

Company may be bound;

(g) to execute on behalf of the Company all instruments and documents, including, without limitation: checks, drafts; notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases and any other instruments or documents necessary to the business of the Company;

(h) to employ accountants, legal counsel, managing agents, or other experts to perform services for the Company;

(i) to enter into any and all other agreements on behalf of the Company in such forms as the Managers may approve; and

(j) to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Section 4.4 Members Have No Authority to Bind. Unless authorized to do so by this Operating Agreement or by the Managers of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way; to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company in accordance with the previous sentence.

Section 4.5 Liability for Certain Acts. Each Manager shall perform his duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member unless the loss or damage shall have been proximately caused by the fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by the Manager.

Section 4.6 Managers Have No Exclusive Duty to Company. A Manager shall devote his or her primary efforts to the business of the Company but no manager shall be required to manage the Company as his sole and exclusive business or occupation and he or she may have other business interests and engage in activities in addition to those relating to the Company so long as such activities are not in direct conflict with or directly competitive with the business of the Company. Neither the Company nor any Member or Economic Interest Owner shall have any right by virtue of this Operating Agreement to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom, nor shall the Company or any Member or any Economic Interest Owner have any obligation or liability by virtue of this Operating

Agreement to share or participate in any liabilities arising from the other investments or activities of the Managers.

Section 4.7 Bank Accounts. The Managers may from time to time open bank accounts in the name of the Company and the Managers shall be the sole signatory(ies) thereon unless Members owning a Majority Interest determine otherwise.

Section 4.8 Indemnity of the Managers, Employees and Other Agents. Provided that Members owning a Majority Interest approve the Company shall to the maximum extent permitted under Section 15-10 of the Act, indemnify and make advances for expenses to Managers, its employees and other agents.

Section 4.9 Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date 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 and shall not constitute a withdrawal of a Member.

Section 4.10 Removal. At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the affirmative vote of Members holding a Majority Interest. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

Section 4.11 Vacancies. Any vacancy in the number of Managers of the Company occurring for any reason may be filled by the affirmative vote of Members holding a Majority Interest. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by election at a meeting of Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and shall hold office until the expiration of such term and until his successor shall be elected and qualified or until his earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until his successor shall be elected and qualified or until his earlier death, resignation or removal.

Section 4.12 Salaries. The salaries and other compensation of the Managers shall be fixed from time to time by an affirmative vote of Members holding at least a Majority Interest and no Manager shall be prevented from receiving such salary because he or she is also a Member of the Company.

Section 4.13 Meetings. If there is more than one Manager, meetings of the Managers for any purpose or purposes may be called by the Tax Matters Partner or by any Manager. Action to be taken by the Managers shall be by simple majority of all the Managers.

Section 4.14 Place of Meetings. The Tax Matters Partner or the Manager calling the meeting may designate any place within the State of Illinois as the place of meeting for any meeting of the Managers. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company in the State of Illinois.

Section 4.15 Notice of Meetings. Except as otherwise provided in this Agreement, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered to each Manager entitled to vote at such meeting not less than three (3) days nor more than ten (10) days before the date of the meeting, either personally or by mail, by or at the direction of the Tax Matters Partner or Manager calling the meeting. If mailed, such notice shall be deemed to be delivered three calendar days after being deposited in the United States mail, addressed to the Manager at his or her address as it appears on the books of the Company, with postage thereon prepaid.

Section 4.16 Meeting of all Managers. If all of the Managers shall meet at any time and place within the State of Illinois and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice and at such meeting lawful action may be taken.

Section 4.17 Action by Managers Without a Meeting. Action required or permitted to be taken at a meeting of Managers may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Manager entitled to vote and delivered to the Tax Matters Partner for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all managers entitled to vote have signed the consent, unless the consent specifies a different effective date.

Section 4.18 Waiver of Notice. When any notice is required to be given to any Manager, a waiver thereof in writing signed by the person entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice.

Section 4.19 Telephonic Meetings. A Manager may participate in a meeting of Managers by means of conference telephone or similar communications equipment enabling all Managers participating in the meeting to hear one another. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 4.20 Limitations.

The Manager may not, without the unanimous written consent of all Members:

- (a) Become, on behalf of the Company, a surety or guarantor of, or an accommodation party to any obligation of any other person;
- (b) Assign the Company property in trust for creditors or on the assignee's promise to pay the debts of the Company;
- (c) Confess a judgment against the Company; or
- (d) Do any act prohibited by the Act.

ARTICLE V RIGHTS AND OBLIGATIONS OF MEMBERS

Section 5.1 Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Act, and other applicable law.

Section 5.2 Company Debt Liability. No Member shall be personally liable for any debts or losses of the Company beyond his respective Capital Contributions and any obligation of the Member under Sections 3.1 and 3.2 to make Capital Contributions, except as provided in Section 5.7 or as otherwise required by law.

Section 5.3 List of Members. Upon the written request of any Member, the Managers shall provide a list showing the names, addresses and Membership Interests and Economic Interests of all Members.

Section 5.4 Approval of Sale of all Assets. The Members shall have the right by the affirmative vote of Members holding at least seventy-five per cent (75%) of all Percentage Interests, to approve the sale, exchange, or other disposition of all or substantially all of the Company's assets which is to occur as part of a single transaction or plan.

Section 5.5 Company Books. The Managers shall maintain and preserve during the term of the existence of the Company, the accounts, books, and other relevant Company documents described in Section 7.2. Upon reasonable written request, each Member and Economic Interest Owner shall have the right at any time during ordinary business hours as reasonably determined by the Managers to inspect and copy at the requesting Member's or Economic Interest Holder's expense, the Company documents identified in Section 1-40 of the Act and such other documents which the Managers in their discretion deem appropriate.

Section 5.6 Priority and Return of Capital. Except as may be expressly provided in Article IX, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net

Losses, or distributions; provided that this Section shall not apply to loans which a Member or Economic Interest Owner has made to the Company.

Section 5.7 Liability of a Member to the Company. A Member who receives a distribution or the return in whole or in part of its contribution is liable to the Company only to the extent provided by the Act.

ARTICLE VI PROFITS AND LOSSES: DISTRIBUTIONS

Section 6.1 Distributions of Net Cash Flow.

All cash proceeds from the operation of the Company which are available for distribution during each fiscal year, after payment of, or provision for, all obligations of the Company currently due, including loans made by a Member to the Company, and after establishing proper Reserves to meet anticipated cash requirements, shall be distributed as follows:

Member:	Percentage Distribution:
Shaun Louw	50%
Amanda Louw	50%

Section 6.2 Allocation of Profits and Losses.

All net profits, net losses and tax credits of the Company (both for accounting and tax purposes) shall be allocated among the Members in the same percentages as provided in Section 1 of this Article VI. Losses shall only be allocated to Members with actual basis.

For purposes of this Agreement, "net profits" or "net losses" shall mean profits or losses of the Company from the operation of the Company properties as such amounts shall be determined for federal income tax purposes.

Section 6.3 Distribution on Sale or Refinancing Proceeds.

All proceeds from the sale (other than a sale incident to the liquidation of the Company) or refinancing of Company property which are available for distribution after payment of, or provision for, all obligations of the Company currently due, including loans made by a Member to the Company, shall be distributed in the same percentages as provided in Section 1 of this Article VI.

**ARTICLE VII
TAX PROVISIONS, ACCOUNTING AND BANKING**

Section 7.1 Tax Status.

(a) The parties hereto recognize that the entity created by this Agreement shall for federal income tax purposes be treated as a Limited Liability Company as set forth in Rev. Rul. 88-76, I.R.B. 1988-38, September 8, 1988.

(b) The Company shall maintain its books and records, and file its returns utilizing the calendar year as its fiscal year. The Company may execute consents and make elections under the Internal Revenue Code, whenever all of the Members unanimously determine such consents or elections are in the best interest of the Company. It shall be the responsibility of the Tax Matter Partner and the Company to file all federal and state tax returns.

Section 7.2 Books and Records.

The Company shall maintain full and accurate books and records in accordance with accounting principles applied on a consistent basis. The books and records shall be kept at the Company's principal office or other offices as shall be designated for such purpose by the Managers, and each Member and his or her attorney shall have free and complete access at any reasonable time to all Company books, records, reports, work papers or other pertinent memoranda of any kind. At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

(a) a current list of the full name and last known address of each Member and Economic Interest Owner setting forth the amount of cash each Member and Economic Interest Owner has contributed, a description and statement of the agreed value of the other property or services each member and Economic Interest Owner has contributed or has agreed to contribute in the future and the date on which each became an Interest Holder;

(b) a copy of the Articles of Organization of the Company and all amendments thereto together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three (3) most recent years;

(d) copies of the Company's currently effective written Operating Agreement and copies of any financial statements of the Company for the three (3) most recent years;

- (e) Minutes of every meeting of the Manager(s) and the Members;
- (f) any written consents obtained from Members for actions taken by Members without a meeting; and,
- (g) unless contained in the Articles of Organization or the Operating Agreement, a writing prepared by the Managers setting out:
 - (1) the times at which or event on the happening of which any additional contributions agreed to be made by each member and Economic Interest Owner are to be made;
 - (2) any right of an Interest Holder to receive distributions which includes a return of all or any part of the Interest Holder's contributions;
 - (3) any power of an Interest Holder to grant the right to become an assignee of any part of the Interest Holder's interest, and the terms and conditions of the power.

Section 7.3 Tax Returns and Other Elections. The Tax Matter Partner shall cause the Company's tax professionals to prepare and timely file all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year upon the Members' written request. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their sole discretion, provided that the Managers shall make any tax election required by Members owning a Majority Interest.

Section 7.4 Basis Election. Upon the transfer of an interest in the Limited Liability Company, or a disproportionate distribution of its property, the Company shall have the right, but not the obligation, to elect to adjust the basis of the Company property as allowed by Sections 754, 734(b) and 743(b) of the Code; provided, however, that if such an election is made, the Company shall not be required to make and shall not be obligated to bear the expense of making any accounting adjustments resulting from such election in the information supplied to the Members.

Section 7.5 Accounting Principles. The profits and losses of the Company shall be determined in accordance with generally accepted accounting principles applied on a consistent basis using the cash method of accounting.

Section 7.6 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution.

Section 7.7 Loans to Company. Nothing in this Operating Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

Section 7.8 Accounting Period. The Company's accounting period shall be the calendar year.

Section 7.9 Tax Matters Partner. Shaun Louw is designated the Tax Matters Partner (as defined in Code Section 6231) and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities including without limitation administrative and judicial proceedings and to expend company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings.

ARTICLE VIII TRANSFER OF LIMITED LIABILITY COMPANY INTERESTS

Section 8.1 General. Except as otherwise specifically provided herein, no Interest Holder shall have the right s to all or any part of its Membership Interest or Economic Interest to (a) sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration (collectively "sell"); or, (b) gift, bequeath, or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy).

Section 8.2 Right of First Refusal.

(a) If a Selling Member desires to sell all or any portion of its Membership interest or Economic Interest in the Company to a third party purchaser, the Selling Member shall obtain from such third party purchaser a bona fide written offer to purchase such interest stating the terms and conditions upon which the purchase is to be made and the consideration offered. The Selling Member shall give written notification to the remaining Members by certified mail or personal delivery of its intention to so transfer such interest and shall furnish to the remaining Members a copy of the written offer to purchase such interest and the name and business and personal addresses of the proposed transferee.

(b) **Primary Option to Purchase.** Within thirty-five (35) days of the receipt of the notice of intention to transfer a Percentage Interest by the last of the Members to receive such notice, each remaining Member may exercise an option to purchase that proportion of the Percentage Interest proposed to be transferred which equals the proportion which the Percentage Interest owned by such remaining Member at the time of his receipt of the notice bears to the total of the Percentage Interests then owned by all the remaining Members. The purchase option granted in this paragraph is herein referred to as the "Primary Option".

(c) Secondary Option to Purchase. If a member fails to exercise a Primary Option granted to him to purchase the Percentage Interest proposed to be transferred, each remaining Member who is granted and who exercises a Primary Option may, within ten (10) days after the expiration of the thirty-five (35) day option period provided for above, exercise an option to purchase the Percentage Interest with respect to which such member has failed to exercise his Primary Option (hereinafter "the Option Interest"). In the case of a single remaining Member, his option shall be to purchase all of the Option Interest. In the case of two or more remaining Members, each such remaining Member's option shall be to purchase the portion of Option Interest which bears the same proportion to the total Option Interest as the Percentage Interest owned by each such remaining Member at the time of receipt of the notice provided for above bears to the total Percentage interest then owned by all such remaining members, provided that all such remaining Members may, by agreement among themselves, determine the proportions in which some or all of the their number may exercise the option granted in this paragraph. The purchase option granted by this paragraph is referred to as the "Secondary Option".

(d) In the event the remaining Members (or any one or more of the remaining Members) give written notice to the selling Member of their desire to exercise this right of first refusal and to purchase all of the selling Member's interest in the Company which the selling Member desires to sell upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within sixty (60) days after written notification to the Selling Member of the remaining Member or Members' election to exercise their right of the first refusal.

(e) As a condition to the Company recognizing the effectiveness of either the purchase of the Selling Member's interest in the Company by a third party purchaser or the gift of an interest in the Company (including an Economic Interest) (subject to Section 8.3) substitution of a new Member, the remaining Members may require the Selling member, Gifting Member or the proposed purchaser, donee, or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining members such instruments of transfer, assignment and assumption and such other certificates, representations and documents and to perform all such other acts which the remaining Members may deem necessary or desirable to (1) verify the purchase, gift or transfer, as the case may be; (2) confirm that the person desiring to acquire an Interest in the Company or to be admitted as a member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Operating Agreement (whether such Person is to be admitted as a new Member or an Economic Interest Owner); (3) maintain the status of the Company as a partnership for federal tax purposes; and (4) assure compliance with any applicable state and federal laws including securities laws and regulations.

(f) any sale or gift of a Membership Interest or Economic Interest or admission of a Member in compliance with this Article 10 shall be deemed effective as of the last day of the

calendar month in which the remaining Members' consent thereto was given, or if no such consent was required pursuant to Section 8.2(e), then on such date that the donee or successor Interest complies with the conditions set forth in Section 8.2(c). The Selling Member agrees upon request of the remaining Members to execute such certificates or other documents and to perform such other acts as may be reasonably requested by the remaining Members from time to time in connection with such sale, transfer, assignment or substitution. The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purposed transfer in violation of this Article 8.

Section 8.3 Transferee Not Member in Absence of Unanimous Consent.

(a) Notwithstanding anything contained herein to the contrary (including, without limitation, Section 8.2 hereof) if all of the remaining Members do not approve by unanimous written consent of the proposed sale or gift of the Transferring Member's Membership Interest or Economic Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely an Economic Interest Owner. No transfer of a Member's interest in the Company (including any transfer of the Economic Interest or any other transfer which has not been approved by unanimous written consent of the Members) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the non-transferring Member(s).

(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Economic Interest in the Company which does not at the same time transfer the balance of the rights associated with the Economic Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company) all remaining rights and interest which were owned by the Transferring Member immediately prior to such sale or gift or which were associated with the transferred Economic Interest shall immediately lapse until either (1) the remaining Members by unanimous consent reinstate such rights to the Economic Interest Owner who did not previously obtain the unanimous written consent of the Members or (2) upon the remaining Members by unanimous written consent reinstating such rights to a successor or transferee of such Economic Interest Owner.

(c) The restrictions on transfer contained in this Section 8.3 are intended to comply (and shall be interpreted consistently) with the restrictions on transfer set forth in Article 30 of the Act.

Section 8.4 Exceptions to Restrictions on Transfer. The restrictions on the transferability of Membership Interests and Economic Interests contained in this Article VIII shall not apply to the voluntary transfer(s), whether by sale or gift, by a Member who is a natural person of all or any part of his or her Membership Interest or Economic Interest to such Member's parents, spouse or children. Such transfer(s) may be made without complying with the provisions of Article VIII; provided, however, that the transferring Member shall promptly notify the Company of any such transfer and the transferee shall execute a counterpart of the then current version of this Operating Agreement as a precondition to Membership and as a precondition to receiving the benefits of any Economic Interest.

ARTICLE IX DISABLING EVENT, DISSOLUTION AND TERMINATION

Section 9.1 Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events: (1) when the period fixed for the duration of the Company shall expire pursuant to Section 2.05 hereof; (2) by the unanimous written agreement of all Members; or (3) upon the happening of a Withdrawal Event, unless the business of the Company is continued by the consent of all the remaining Members within ninety (90) days after the Withdrawal Event and there are at least two remaining Members.

(b) Notwithstanding anything to the contrary in this Operating Agreement, if a Member or Members owning percentage Interests which in the aggregate constitute not less than seventy-five per cent (75%) of the Percentage Interest vote to dissolve the Company at a meeting of the Company pursuant to Article IV, then all of the Members shall agree in writing to dissolve the Company on the date agreed upon or, in the event of no agreement, as soon as possible, but in any event not more than thirty days thereafter.

(c) If a member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the Member's executor, administrator, guardian, conservator or other legal representative may exercise all of the Member's rights for the purpose of settling his estate of administering his property.

(d) A Member shall not take any voluntary action which directly causes a Withdrawal Event. Unless otherwise approved by members owning a Majority Interest, a Member who resigns (a "Resigning Member") or whose Membership Interest is otherwise terminated by virtue of a Withdrawal Event, regardless of whether such Withdrawal Event was the result of a voluntary act by such member, shall not be entitled to receive any distributions in excess of those distributions to which such member would have been entitled had such member remained a Member. Except as otherwise expressly provided herein, a Resigning Member shall immediately become an Economic Interest Owner. Damages for breach of this Section 9.1(d) shall be monetary

damages only (and not specific performance) and such damages may be offset against distributions by the Company to which the Resigning Member would otherwise be entitled.

Section 9.2 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's independent accounts of the accounts of the Company and of the Company's assets, liabilities and operation from the date of the last previous accounting until the date of dissolution. The Managers shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to wound up, the Managers shall:

(1) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to distribute any assets to the Members in kind);

(2) allocate any profit or loss resulting from such sales to the Members' and Economic Interest Owners' Capital Accounts in accordance with Article VI hereof.

(3) discharge all liabilities of the Company, including liabilities to members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members and Economic Interest Owners for distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Economic Interest Owners, the amounts of such Reserves shall be deemed to be an expense of the company);

(4) distribute the remaining assets in the following order:

(i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members and Economic Interest Owners shall be adjusted pursuant to the provisions of Article IX and Section 8.03 of this Operating Agreement to reflect such deemed sale.

(ii) The positive balance (if any) of each Member's and Economic Interest Owner's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members and Economic Interest Owners, either in cash or in kind, as determined by the Managers, with any assets distributed in kind being valued for this purpose at their fair market

value. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

(c) Notwithstanding anything to the contrary in this Operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member 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 Member shall have no obligation to make any Capital Contribution and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager(s) shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

Section 9.3 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets of the Company have been distributed, Articles of Dissolution as required by the Act shall be executed in duplicate and filed with the Illinois Secretary of State.

Section 9.4 Effect of Filing of Articles of Dissolution. Upon the filing of Articles of Dissolution with the Illinois Secretary of State, the existence of the Company shall cease except for the purpose of suits, other proceedings, and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

Section 9.5 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members, such Member or Members shall have no recourse against any other Member, except as otherwise provided by law.

**ARTICLE X
NOTICES**

Section 10.1 Notices.

All notices, demand and communications of any kind which any Member may be required or desires to serve upon any other Member, under the terms of this Agreement, shall be in writing, and may be served upon such other Member by personal service upon such other Member, or by mailing a copy thereof by certified or registered mail, postage prepaid, with return receipt requested, addressed to such Member at the address stated in the signature section of this Agreement or such other address as a Member may advise in writing. In case of service by mail, it shall be deemed complete on the day of actual delivery, as shown by the addressee's receipt or at the expiration of the third day after the date of mailing, whichever is earlier in time. Any payment required or permitted to be made to any Member under any provision of this Agreement shall be deemed to have been made if delivered or mailed in the manner hereinabove provided to the address to which notices, demands or other communications to such Member are to be delivered pursuant to the foregoing.

**ARTICLE XI
MISCELLANEOUS**

Section 11.1 Applicable Law.

Except otherwise as provided in Section 1.2(a) of Article I, this Agreement shall be interpreted in accordance with the laws of the State of Illinois.

Section 11.2 Headings.

Paragraph headings are for convenience of reference only and shall have no legal effect.

Section 11.3 Construction.

Whenever the context may require, any pronouns used hereunder shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 11.4 Validity.

In the event any provision of this Agreement is held to be invalid, the remainder of this Agreement shall nevertheless be deemed to be valid and effective.

Section 11.5 Counterparts.

This Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same instrument.

Section 11.6 Further Assurances.

The Members will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

Section 11.7 Successors.

Subject to the provisions of this Agreement restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 11.8 Limitation.

None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditors of the Company or any other party not a party to this Agreement unless specifically mentioned herein.

Section 11.9 Amendment.

This Agreement is subject to amendment only with the unanimous written consent of all of the Members and such amendment shall be effective as of such date as may be determined by them.

Section 11.10 Indemnity.

No Member shall be liable, responsible or accountable in damages or otherwise, to any other Member, for any acts performed by him in good faith within the scope of this Agreement, except that a Member shall be liable for wrongful acts done willfully. The Company shall indemnify and save harmless any Member from any loss or personal damage incurred by him by reason of any act performed by him for and on behalf of the Company and in furtherance of its interest.

Section 11.11 Scope of Member's Authority.

Except as otherwise provided in this Agreement, none of the Members shall have any authority to act for, or to assume any obligations or responsibilities on behalf of, any other Member or the Company. No person dealing with the Members shall be required to determine their authority to make any undertaking on behalf of the Company, nor to determine any fact or circumstance

bearing upon the existence of this authority.

Section 11.12 Integration.

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant or condition not expressed in this Agreement shall, affect or be effective to interpret, change or restrict the expressed provisions of this Agreement.

Section 11.13 Non-Partition.

The Members agree that the Company property is not and will not be suitable for partition; and, accordingly hereby irrevocably waive all their rights to maintain any action for partition.

Section 11.14 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

Section 11.15 Joint Preparation. Each party has had the benefit of the advice of such independent legal counsel and such other advisors as such party deems appropriate and each party has had free and equal right and ability to participate in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

Section 11.16 Incorporation of Exhibits, Annexes and Schedules. The Exhibits, Annexes and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof to the same extent as if recited herein at length.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

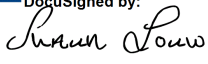

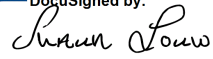
SHAUN LOUW, MEMBER
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Shaun Louw Dated: __12/10/2022__
AMANDA, MEMBER
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Amanda Louw Dated: __12/10/2022__
LF4 INVESTMENT LLC
DocuSigned by:  3A06DAZ788B74AA...
By: Shaun Louw, its Manager Dated: __12/10/2022__

Exhibit "A"

LF4 INVESTMENT LLC

Schedule of Managers

Manager:
Shaun Louw
Amanda Louw