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BRUNSON MARTIN ENTERPRISES, LLC
ACTION BY UNANIMOUS WRITTEN CONSENT OF THE MEMBERS AND MANAGERS
(Series A Preferred Unit Offering)

The undersigned, being all of the Members and Managers of Brunson Martin Enterprises, LLC, a Washington limited liability company (the "***Company***"), acting pursuant to the Washington Limited Liability Company Act and Section 7.1 of the Company's Third Amended and Restated Operating Agreement effective January 5, 2024 (the "***Current Agreement***"), adopt the following resolutions by unanimous written consent, effective as of November 16, 2026 (the "***Effective Date***").

BACKGROUND

A. The Members and their Percentage Interests are Kari Brunson Wright (44.44%), Autumn Martin (44.44%), Chris Pohl (8.625%) and Atelier Drome, LLP (2.49%).

B. Kari Brunson Wright and Autumn Martin are the Managers of the Company (together, the "Managers").

C. The Company requires additional capital to fund its operations, open a new retail location, and expand its wholesale distribution, and proposes to raise up to $500,000 by offering Series A Preferred Units under Section 4(a)(6) of the Securities Act of 1933 and Regulation Crowdfunding through Wefunder Portal LLC (the "***Offering***"), to be held by Wefunder SPV, LLC, acting for its Frankie & Jo's Series, a crowdfunding vehicle managed by Wefunder Admin, LLC (the "***Crowdfunding Vehicle***").

D. The loan from Chris Pohl to the Company under the Promissory Note dated January 5, 2024 has been paid in full.

E. The Members desire to amend and restate the Current Agreement as the Fourth Amended and Restated Operating Agreement in the form attached as **Exhibit A** (the "***Fourth Amended Agreement***"), and to approve the Offering.

RESOLUTIONS

1. Fourth Amended Agreement. The Fourth Amended Agreement is approved and adopted, effective as of the Effective Date, by Members holding a Supermajority Percentage Interest as required by Section 15.3 of the Current Agreement, and supersedes the Current Agreement in its entirety.

2. Re-Denomination of Units. Effective as of the Effective Date, each Unit outstanding immediately before the Effective Date is re-denominated as 18,000 Common Units, as provided in the Fourth Amended Agreement. The Percentage Interests of the Members are not changed by the re-denomination.

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3. **Series A Preferred Units.** The creation and authorization of up to 500,000 Series A Preferred Units, with the rights and preferences set forth in Section 8.9 of the Fourth Amended Agreement, are approved.

4. **Approval of Offering.** The Offering is approved. The Managers are authorized to (a) engage Wefunder Portal LLC and enter into its portal and related agreements; (b) prepare, sign and file a Form C and any amendments, progress updates and annual reports with the Securities and Exchange Commission, and any required state notice filings; (c) enter into a Series A Preferred Unit Subscription Agreement with, and issue Series A Preferred Units at $1.00 per Unit to, the Crowdfunding Vehicle; (d) admit the Crowdfunding Vehicle as a Member and amend Schedule 1 accordingly; and (e) pay the Crowdfunding Vehicle's reasonable organizational and administrative expenses and the fees of Wefunder Portal LLC.

5. **Waiver of Right of First Offer.** Each Member waives its right of first offer under Section 8.8 of the Current Agreement and the Fourth Amended Agreement with respect to the Series A Preferred Units offered in the Offering, and any notice requirements relating to it. Chris Pohl and Atelier Drome, LLP each confirm that they have elected not to purchase Series A Preferred Units.

6. **Dilution.** The Members agree that the issuance of Series A Preferred Units in the Offering shall reduce only the Percentage Interests of the Common Units held by the Managers, as provided in Section 8.7(d) of the Fourth Amended Agreement.

7. **Pohl Loan and Pledge.** The Members acknowledge that the Promissory Note has been paid in full, and that the Pledge Agreement dated January 5, 2024 by Kari Brunson and Autumn Martin in favor of Chris Pohl has terminated. Chris Pohl confirms the release of the pledged Membership Interests.

8. **General Authority.** The Managers, acting jointly, are authorized to execute and deliver all documents and take all actions they deem necessary or advisable to carry out these resolutions. All prior actions of the Managers consistent with these resolutions are ratified.

9. **Counterparts.** This consent may be signed in counterparts and electronically, each of which shall be deemed an original and all of which together constitute one instrument.

[Signature Page Follows]

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SIGNATURE PAGE TO UNANIMOUS WRITTEN CONSENT

MANAGERS:	Autumn Martin
	Kari Brunson Wright
MEMBERS:	Autumn Martin
	Kari Brunson Wright
	Signed by: Chris Pohl FED7AD91EFEE46F... Chris Pohl
	ATELIER DROME, LLP By: _____ Name: Michelle Linden Title: Managing Partner

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EXHIBIT A
FOURTH AMENDED AND RESTATED OPERATING AGREEMENT

[Attached]

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FOURTH AMENDED AND RESTATED

OPERATING AGREEMENT

OF

BRUNSON MARTIN ENTERPRISES, LLC.

THE MEMBERSHIP INTERESTS REFERRED TO IN THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("*SECURITIES ACT*") OR ANY STATE SECURITIES ACT. SUCH MEMBERSHIP INTERESTS ARE BEING OFFERED AND SOLD UNDER THE EXEMPTIONS FROM REGISTRATION PROVIDED BY SECTION 4(a)(2) OF THE SECURITIES ACT AND PURSUANT TO REGULATION D AND APPLICABLE STATE SECURITIES LAWS. EACH MEMBER MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE MEMBERSHIP INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR ANY STATE SECURITIES LAWS AND, THEREFORE, CANNOT BE SOLD. THERE IS NO OBLIGATION OF THE ISSUER TO REGISTER THE MEMBERSHIP INTERESTS UNDER THE SECURITIES ACT OR ANY STATE SECURITIES LAWS.

ARTICLE 12 OF THIS LIMITED LIABILITY COMPANY AGREEMENT PROVIDE FOR FURTHER RESTRICTIONS ON TRANSFERS OF MEMBERSHIP INTERESTS IN THE COMPANY SETS FORTH CERTAIN REPRESENTATIONS MADE BY THE MEMBERS.

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BRUNSON MARTIN ENTERPRISES, LLC

FOURTH AMENDED & RESTATED OPERATING AGREEMENT

THIS FOURTH AMENDED AND RESTATED OPERATING AGREEMENT (this "***Agreement***") is made and entered into effective as of November 16, 2026 (the "***Effective Date***"), by and among Brunson Martin Enterprises, LLC, a Washington limited liability company (the "***Company***"), the Managers and each Person who signs a counterpart signature page to this Agreement as a Member.

RECITALS:

A. Frankie & Jo's is a plant-based ice cream production and retail company co-founded by Autumn Martin and Kari Brunson Wright, who opened their first location in the Capitol Hill neighborhood of Seattle, WA on or about November 22, 2016.

B. The Company's long-term objective and strategy is to open multiple Stores in strategic locations throughout the Pacific Northwest, West Coast and Southwest (each a "***Store***" or together the "***Stores***").

C. Each Store will be formed as its own separate limited liability company with the Company being the sole managing Member of each Store.

D. This Agreement defines the rights, duties and obligations of the Managing Members and non-Manager Members as further identified herein.

E. The Members desire to amend and restate the Third Amended and Restated Operating Agreement of the Company effective January 5, 2024, in its entirety as set forth herein, including to re-denominate the outstanding Units as Common Units and to create a class of Series A Preferred Units.

AGREEMENT:

ARTICLE 1. DEFINITIONS

The meanings of capitalized terms are set forth in Schedule 2 or in the body of this Agreement.

ARTICLE 2. FORMATION AND CAPITALIZATION OF COMPANY

2.1 Formation. The Company was formed on March 3, 2017, when a Certificate of Formation ("***Certificate of Formation***") was filed with the Secretary of State of Washington. The name, and term of the Company shall be as initially stated in the Certificate of Formation and may be changed from time to time upon the decision of the Manager. The principal place of business and registered agent of the Company may be changed from time to time by the Manager in its sole discretion.

2.2 Authorized Units. The Company shall be authorized to issue up to 1,800,000 Common Units and up to 500,000 Series A Preferred Units of the Company, or such other number of Units in such classes with such rights, powers, and preferences, as may be authorized by the Manager from time to time. Additional Units shall be issued at Fair Market Value (hereafter defined in Schedule 2). Effective as of the Effective Date, each Unit outstanding immediately before the Effective Date is re-denominated as 18,000 Common Units, and all

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references in this Agreement to Units include Common Units and Series A Preferred Units unless otherwise stated.

ARTICLE 3. BUSINESS OF COMPANY

3.1 Purpose. The business and purpose of the Company shall be to:

(a) own, develop, manage, operate, maintain, administer, sell, assign, lease, transfer and otherwise dispose of, or exercise all rights, powers, privileges and other incidents of ownership in, or necessary or reasonably connected with the ownership of multiple "Frankie & Jo's" ice-cream parlors in various states of the US with each location filed as a separate limited liability company;

(b) exercise all other powers that may be legally exercised by the Company under the Act.

The Company shall have all authority that now or hereafter may be necessary, incidental, proper, advisable, or convenient to accomplish the foregoing purposes.

3.2 Title to Company Property. All property owned by the Company, whether real or personal, tangible or intangible, will be owned by the Company as an entity, and no Member, individually, will have any ownership of such property. The Company shall hold all of its assets in its own name.

3.3 No Partnership Intended for Nontax Purposes; Defects as to Formalities. The Company has been formed under the Act, and the Members expressly do not intend to form a partnership under either the Washington Revised Uniform Partnership Act or the Washington Revised Uniform Limited Partnership Act, or a corporation under the Washington Business Corporation Act. No failure to observe formalities or requirements set forth herein but that are not required under the Act shall be grounds for third parties to impose personal liability on the Members for the liabilities or obligations of the Company.

3.4 Rights of Creditors and Third Parties. This Agreement is entered into among the Company, the Manager and the Members for the exclusive benefit of the Company, its Members, and their successors and permitted assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

ARTICLE 4. NAMES OF MEMBERS

The Members' names are as shown on Schedule 1. The Manager is hereby authorized and directed, without further approval of the Members, to (a) disclose Members' names and addresses as may be required in connection with the Company's business activities and (b) amend Schedule 1, from time to time, to reflect the admission, change in Percentage Interests or Units, withdrawal, and substitution of Members or changes in their names and addresses, and to take whatever action the Manager deems appropriate or necessary to update the Company's books and records to reflect such changes in the identity, names, and addresses of the Members.

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ARTICLE 5. MANAGER; RIGHTS AND DUTIES

5.1 Management by Manager. The business and affairs of the Company shall be managed exclusively by the Manager. The Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, all without Member approval (except the specific matters set forth in Section 5.7). Without limiting the general authority of the Manager, the Manager shall have power and authority, on behalf of the Company, to do any of the following:

(a) to acquire property from any Person as the Manager may determine, and the fact that such Person is a Member shall not prohibit the Manager from dealing with that Person;

(b) to borrow money from financial institutions, any Manager or Member, on such terms as the Manager deems appropriate, and in connection therewith, to 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 acquire, improve, manage, lease, charter, operate, sell, transfer, exchange, encumber, pledge or dispose of any real or personal property of the Company;

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

(f) to execute 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, partnership agreements, employment agreements, operating agreements of other limited liability companies, and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company;

(g) to employ accountants, legal counsel, managing agents, general managers, assistant managers, employees or other Persons to perform services for the Restaurant or the Company and to compensate them from Company funds;

(h) to enter into any and all other agreements with any other Person for any purpose, in such form as the Manager may approve for any proper Company purpose;

(i) to issue additional Units, or classes or series thereof, or any other type of equity security that the Company may lawfully issue if the Company shall have a need for additional capital for any proper Company purpose, as set forth in Sections 8.7 and 8.8 of this Agreement;

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(j) from time to time open bank accounts in the name of the Company, and the Manager shall be the sole signatory thereon, unless the Manager determines otherwise; and

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

1.2 Members not Agents. Unless authorized to do so by this Agreement or by a Manager, no Member, employee or other agent of the Company shall have any power or authority to bind or obligate the Company in any way to pledge its credit or to render it liable for any purpose. Nothing in the preceding sentence, however, in any way limits the rights or authority of a Manager under this Agreement. Except for the specific matters set forth in Section 5.7, the Members shall not take part in the management or control of the business of the Company and shall have no right or authority to act for the Company or to vote on Company matters.

1.3 Manager's Expenses. The Manager shall be reimbursed by the Company for reasonable out-of-pocket expenses incurred by the Manager in connection with the Company's business, including without limitation expenses incurred in the organization of the Company.

1.4 Discharge of Management Duties. The Manager shall discharge the duties of the Manager in a manner such Manager reasonably believes to be in the best interests of the Company. A Manager shall be required to devote such time and effort and perform such duties as are customary in managing a company of this nature and to promote the Company's overall success.

(k) Neither the Manager nor any of the Members shall be liable to the Company, the Members, or to any Persons who have acquired interests in the Units, whether as Members, assignees or otherwise, for errors in judgment or for any acts or omissions taken in good faith.

(l) The Manager shall not be liable for the negligence, whether of omission or commission, dishonesty or bad faith of any employee or agent of the Company. Neither the Manager nor any Affiliate of the Manager shall have liability to the Company or its Members or any other Person for monetary damages or otherwise except with respect to (i) fraud, intentional misconduct or a knowing violation of law, (ii) violation of RCW 25.15.235, or (iii) an act from which such Manager personally received a benefit in money, property, or services to which the Manager is not legally entitled. Any act or omission of the Manager, if done in reliance upon the advice of legal counsel or public accountants selected with the exercise of reasonable care by the Manager, shall be conclusively presumed not to constitute willful misconduct, recklessness or gross negligence with respect to the activities and operations of the Company.

(m) Except as provided in Section 5.9, the Manager, the Members, and their respective Affiliates may, during the continuance of the Company, engage in any activity for its own profit or advantage without the consent of the Members and without being required to present or disclose any such other activities, opportunities or businesses to the Company or any Member, and neither the Company nor any Member shall have any right to any income or profit derived from such activity.

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(n) Fiduciary Obligations; Limitation on Liability. The Members expressly intend, and acknowledge and agree, that the provisions of this Agreement and this Section 5.4 shall govern the rights, duties and obligations of the Members to one another or of the Manager to the Members and, in that connection, shall expressly replace, eliminate and otherwise supplant entirely those duties (including fiduciary duties) and liabilities that the Manager might otherwise have to the Company and its Members under applicable law.

1.5 Indemnification. The Company shall indemnify and hold harmless the Manager, against any liability, loss, damage, cost or expense incurred by such Manager on behalf of the Company or in furtherance of the Company's interests (without relieving any such Manager of liability for fraud, intentional misconduct, a knowing violation of law, violation of RCW 25.15.235, or for any act from which such Manager personally received a benefit in money, property, or services to which the Manager is not legally entitled). Neither the Manager nor any Member shall have any personal liability with respect to the satisfaction of any required indemnification of the above-mentioned Persons.

Any indemnification required to be made by the Company shall be made promptly following the fixing of the liability, loss, damage, cost or expense incurred or suffered by a final judgment of any court, settlement, contract or otherwise. In addition, the Company may advance funds to a Manager claiming indemnification under this Section 5.5 for legal expenses and other costs incurred as a result of a legal action brought against such Manager only if (i) the legal action relates to the performance of duties or services by the Manager on behalf of the Company, (ii) the legal action is initiated by a party other than a Member, and (iii) such Manager undertakes to repay the advanced funds to the Company if it is determined that such Manager is not entitled to indemnification pursuant to the terms of this Agreement.

1.6 Manager; Resignation; Vacancies; Removal.

(k) The Company shall initially have two Managers, which number may be increased or decreased from time to time in the sole discretion of the Manager. There shall at all times be at least one Manager. The Manager need not be a Member and is not subject to periodic elections. The initial Managers shall be Kari Brunson Wright and Autumn Martin (together the "*Manager*").

(l) A Manager shall cease to be a Manager upon the earliest to occur of the following events: (i) the resignation of such Manager; (ii) the death or incapacitation of any Manager who is a natural person; (iii) the unanimous vote of the Members that the Managers have engaged in actions or omissions that constitute gross negligence or gross misconduct or; (iv) the dissolution of any Manager that is an entity. A Manager may resign at any time by giving written notice to the Company and the Members. The resignation of a Manager shall take effect upon receipt of that notice or at such later time as shall be specified in the notice; and, unless otherwise specified in the notice, the acceptance of the notice shall not be necessary to make it effective. The resignation of a Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

(c) Any vacancy occurring for any reason in the Manager position shall be filled by the affirmative vote of the Members holding a Supermajority Percentage Interest.

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1.7 Restrictions on Authority of the Manager. No Manager shall have the authority to do any of the following acts without the unanimous consent of the Members:

(k) Knowingly and willfully do any act in contravention of this Agreement; or

(l) Knowingly and willfully do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in this Agreement; or

(m) Knowingly and willfully perform any act that would subject any Member to personal liability in any jurisdiction.

1.8 Guaranteed Payment. The Manager shall be paid a $5,000 monthly salary or stipend ("*Guaranteed Payment*") for each Store provided the Company's assets are in excess of its liabilities. The Guaranteed payment may be increased upon approval of the Members holding a Supermajority Percentage Interest.

1.9 Transactions with Manager, Members and Affiliates. The Company may transact business with and may enter into agreements, or otherwise engage any Member, Manager or any Affiliate thereof or any agent or employee of any of the foregoing for the performance of any services which may reasonably be required to carry on the affairs of the Company. In connection with such services or business, such Member, Manager, or their Affiliates shall be entitled to reasonable compensation, profits, commissions or other income for such services; provided that any such transaction with a Member, Manager or an Affiliate (a) shall be upon commercially reasonable terms and on terms not materially less favorable to the Company than would be obtained on an arm's length basis and (b) shall otherwise not be in violation of this Agreement. The validity of any transaction, agreement, or payment involving the Company and a Member, Manager or any Affiliate thereof permitted by the terms of this Agreement shall not be affected by reason of the relationship between the Company and such Person. The foregoing provisions are specifically included herein for the benefit of the Company and all the Members to enable the Company to operate efficiently, and the Members waive and release any claims they may have under the Act for any contracts or agreements entered into by the Manager, which are in compliance with the provisions of this Section 5.9.

1.10 Disagreement Among Managers. If, after good faith discussions, each Manager cannot agree on a certain action of the Company that requires the unanimous consent of the Manager, such action shall be decided by the consent of the Members, holding a Super Majority Percentage Interest.

ARTICLE 2. ADDITIONAL RIGHTS AND OBLIGATIONS OF MEMBERS

2.1 Limitation of Liability. Each Member's liability shall be limited as set forth in this Agreement and the Act.

2.2 Liability for Company Obligations; Indemnification. Notwithstanding anything contained herein to the contrary, but subject to the Indemnity Agreement for the Loan Guaranty (as defined therein) entered into by the Company and the Members contemporaneously with this Agreement, to the full extent permitted by the Act and as set forth in this Agreement, Members shall not be liable, responsible, or accountable in damages or

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otherwise to the Company, the Members or any other Person for any action taken or failure to act on behalf of the Company (including any acts or omissions occurring in a managerial capacity) unless such act or omission constitute intentional misconduct, or a knowing violation of law. No amendment or repeal of this Section 6.2 affects any liability or alleged liability of any Member for acts, omissions, or conduct that occurred prior to the amendment or repeal. A Member who incurs a Company liability without authority to do so shall indemnify, defend and hold harmless the Company and the other Members against the entire amount of the liability.

2.3 No Priority and Return of Capital. Except as provided in Sections 8.9, 10 & 14 of this Agreement, no Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions. This Section 6.3 shall not apply to loans made by a Member to the Company.

2.4 Withdrawal of Member. A Member may withdraw from the Company only upon the approval of the Manager, which withdrawal shall trigger the repurchase rights stated in Section 12.1(b). Upon any withdrawal or attempted withdrawal by a Member in violation of this Agreement, neither the Company nor any Member shall be obligated to pay any amount for the Membership Interest of such withdrawing Member.

2.5 Member Representations.

(k) Risks Inherent in Investment. The Members acknowledge that an investment in the Company involves significant risks. Each Member severally represents and warrants to the Company and to each other Member that (i) the Member is fully aware of the business plans for the Company and understands the risks relating to the Company, and each Member has discussed all of such risks with such Member's personal legal, financial and tax advisors, and after careful consideration of all such risks has decided to proceed with an investment in the Company; and (ii) the Member is not relying on any written or oral advice or representations of the Manager or any affiliate thereof in deciding to make an investment in the Company. Member has been solely responsible for its own due diligence investigation and analysis of the merits and risks of the Company, and is not relying on anyone else's analysis or investigation.

(l) **Securities Laws Representations.** Each Member severally represents, warrants and covenants to the Company that (i) such Member is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended, (ii) such Member is acquiring its Membership Interest in the Company for investment and not with a view to the distribution thereof and (iii) such Member shall not assign any of its Membership Interest except in compliance with all applicable securities laws and this Agreement.

2.6 Confidential Information. Members understand that by virtue of their Membership with Company, they will have access to certain confidential and proprietary information regarding the Company ("*Confidential Information*"), including, without limitation, trade secrets, recipes, customer lists, supplier lists and prices, pricing schedules, methods, processes, models, financial information or marketing plans. Members hereby covenant and agree that he or she will at no time, during or after the term of their membership in the Company,

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use for his or her own benefit or the benefit of others, or disclose or divulge to others, any such Confidential Information. Upon any Member ceasing to be a Member in the Company, such Member will return to the Company, retaining no copies, all documents containing Confidential Information or otherwise relating to the Company's business.

ARTICLE 3. MEETINGS OF MEMBERS

3.1 Meetings. Unless required by the Act, the Company shall not be required to hold an annual meeting of the Members. However, the Manager or a Member or Members collectively holding at least 10% of the outstanding Member Percentage Interests may call a meeting upon not less than 24 hours' notice to the Members. Such notification can be in writing, in person, by telephone, email or facsimile. A Member may waive notice of any meeting, whether before or after such meeting, and attendance of a Member at a meeting shall constitute waiver of notice of such meeting. Attendance at a meeting may be via telephone, video conference or other agreeable form on electronic communication. A quorum shall exist at a meeting if Members owning at least a Super Majority Percentage Interest are represented in person or by proxy at the meeting. If a Member is unable to attend, written notes and or minutes of the meeting's subject matter will be taken by the Manager or one of the Members or Members' employees, and placed in the Company's minute book. Any action that may be taken or is required by law to be taken at a meeting of Members, may be taken without a meeting of Members if Members representing the minimum votes required by law or by this Agreement execute consents specifying the actions they authorize or provide electronic approval to the Company (by email or other electronic transmission) of such action. Such written or electronic consents must be delivered to the Company for inclusion in the minutes or Company records. A Person holding a valid proxy may sign a written consent on behalf of a Member. When the Company possesses written or electronic consents from the Members holding the minimum number of Units to approve such action, the action so authorized may be taken. Consents shall have the same force and effect as a meeting vote of Members and may be described as such in any document filed with the Secretary of State of the State of Washington. Notice of such action approved by written or electronic consent shall be given to each other Member who did not consent promptly following approval of the action.

ARTICLE 4. CONTRIBUTIONS

4.1 Members' Capital Contributions. Each Member shall contribute such amount as is necessary for the operations of the Company. The number of Units and Percentage Interests of each Member will be set forth in the attached Schedule 1.

4.2 Additional Contributions. Upon the Decision of the Manager that the Company requires additional Capital Contributions (each, a "*Capital Call*"), then each Member may elect, within thirty (30) days after the notice has been given, to contribute each Member's proportionate share of the total additional Capital Contribution (determined in accordance with this Section). A Member's share of the total additional Capital Contribution shall be equal to the product obtained by multiplying the Member's Percentage Interest and the total additional Capital Contribution required. A Member's share shall be payable in cash, by certified check or wire transfer. In connection with the additional Capital Contributions, the Company shall issue additional Units to each Member who makes additional Capital Contributions in the Capital Call,

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at Fair Market Value. The Members acknowledge and agree that the determination of the per Unit value is arbitrary and is not necessarily indicative of the fair value of the Company or its assets or financial condition.

(k) If a Member elects not to pay when due all or any portion of any additional Capital Contribution ("*defaulting Member*"), such Member's Percentage Interest in the Company shall be diluted by the issuance of additional Units to Members participating in the Capital Call.

4.3 Contributions of New Members. Each new Member admitted pursuant to the provisions of Article 13 shall be required to make such initial Capital Contributions as specified in Article 13 and shall receive Units in the Company in an amount equal to its Capital Contributions divided by the value per Unit.

4.4 [Intentionally Deleted].

4.5 [Intentionally Deleted].

4.6 Loans to Company. The Manager, in her sole discretion, may make, or allow a Member to make, secured or unsecured loan to the Company, on the following terms:

(k) Loan Terms. A Member or its Affiliate may advance additional monies to the Company as a loan upon such terms as the lending Member and Manager agree in good faith, and on such terms that are in the best interests of the Company and provided such loans will not disproportionately benefit any Affiliate, Member or Manager. Interest on the unpaid principal of any loan made pursuant to this Section 8.6 shall accrue at a rate equal to 1.5% above the Bank of America prime rate or at such other rate as agreed upon by the lending Member and Manager.

(l) Treatment of Loans. No loan will result in an increase in the number of Units or Percentage Interest of the lending Member at any time, even after dilutive effect. The amount of any such loan will not be credited to the lending Member's Capital Account. Any loan will be an obligation of the Company to the lending Member or its Affiliate or to the investment entity coordinated by the Manager, with an agreed upon interest rate per annum, and will be repaid to the lending Member or its Affiliate or the investment entity, as appropriate, before any amount may be distributed to any Member with respect to its Percentage Interest. Interest on such loans will be payable without regard to the profits or losses of the Company. All such loans will be repayable solely from the Company's assets and represented by promissory notes executed by the Company.

8.7 Sale of Additional Units. Subject to the rights of the Members set forth in Section 8.8:

(a) The Manager may cause the Company to issue additional Units, or classes or series thereof, or any other type of equity security that the Company may lawfully issue ("***Additional Units***") if the Company shall have a need for additional Capital Contributions for any proper Company purpose.

(b) The Manager is hereby authorized to cause the Company to issue any unsecured or secured debt obligations of the Company or debt obligations of the Company

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convertible into any class or series of equity securities of the Company ("***Additional Company Debt Securities***") (collectively, with the Additional Units, the "***Company Securities***").

(c) Company Securities may be issued to such persons for such consideration and on such terms and conditions as shall be established by the Manager.

(d) In the event the Company issues 882,000 or fewer Additional Units, the Company shall adjust only the Manager's Percentage Interests and amend Schedule 1 to reflect such revised Percentage Interests. In the event the Company issues more than 882,000 total Additional Units, the Company shall adjust only the non-Manager Member's Percentage Interests and amend Schedule 1 to reflect such revised Percentage Interests. For purposes of clarification, the sale of the first 882,000 Units of the Company shall result only in the dilution of the Managers' Membership Percentage Interest. Thereafter, the sale of more than 882,000 Units of the Company shall result only in the dilution of the non-Manager Members' Membership Percentage Interest.

8.8 Right of First Offer. The Company grants to each Member a right of first offer with respect to the issuance and sale of any Company Securities. Each time the Company proposes to offer Company Securities, the Company shall first make an offering of such Company Securities to the Members in accordance with the following provisions:

(a) The Company shall deliver a written notice (the "***ROFO Notice***") in stating (i) its bona fide intention to offer such Company Securities, (ii) the number of such Company Securities to be offered, and (iii) the price and terms upon which it proposes to offer such Company Securities.

(b) By written notice received by the Company, within thirty (30) calendar days after delivery of the ROFO Notice by the Company, each Member may elect to purchase, at the price and on the terms specified in the ROFO Notice, up to that portion of such Company Securities that equals the product obtained by multiplying (i) the amount of the Company Securities offered by (ii) a fraction, the numerator of which is the number of Units held by the applicable Member and the denominator of which is the total number of all Units then outstanding.

(c) If any Member elects not to purchase all of the Company Securities that such Member is entitled to purchase pursuant to Section 8.8(b), the Company may, during the 180 day period following the expiration of the period provided in Section 8.8(b), offer the remaining unpurchased portion of such Company Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the Members. Any Person who is not a Member at the time of the offering of Company Securities who thereafter purchases Company Securities shall automatically be admitted as a New Member of the Company upon the execution of a counterpart of this Agreement, except as provided in Section 8.9(a).

8.9 **Series A Preferred Units.** The Company has authorized up to 500,000 Series A Preferred Units, which shall have the following rights and preferences:

(a) Issuance. The Series A Preferred Units shall be offered at $1.00 per Unit (the "***Original Purchase Price***") pursuant to Section 4(a)(6) of the Securities Act and Regulation

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Crowdfunding. The Series A Preferred Units shall be issued to Wefunder SPV, LLC, a Delaware series limited liability company, acting for and on behalf of its Frankie & Jo's Series, a crowdfunding vehicle within the meaning of Rule 3a-9 under the Investment Company Act of 1940 managed by Wefunder Admin, LLC (the "***Crowdfunding Vehicle***"), which shall be admitted as a Member, without the need to execute this Agreement or any counterpart signature page, upon the issuance of Series A Preferred Units to it and its recording in Schedule 1, and shall be bound by this Agreement as a Member whether or not it executes this Agreement. Investors in the Crowdfunding Vehicle shall not be Members of the Company. Any consent, notice or other action of the holders of Series A Preferred Units under this Agreement shall be given or taken by the Crowdfunding Vehicle through its series manager or the lead investor designated in its governing documents, and the Company may rely on any such consent or action without inquiry into the instructions of the Crowdfunding Vehicle's investors. The Company shall pay the reasonable organizational and administrative expenses of the Crowdfunding Vehicle as provided in the Crowdfunding Vehicle's governing documents. The Members have waived their rights under Section 8.8 with respect to the Series A Preferred Units.

(b) ***Liquidation Preference.*** Upon a Liquidation Event, before any distribution is made with respect to Common Units, each holder of Series A Preferred Units shall be entitled to receive, for each Series A Preferred Unit, the greater of (i) the Original Purchase Price, less all distributions previously received with respect to such Unit, plus any declared but unpaid distributions, or (ii) the amount such holder would receive if all Series A Preferred Units were treated as Common Units. If the amount available is insufficient to pay the holders of Series A Preferred Units in full, it shall be distributed among them pro rata. ***By way of example***, if a holder owns 10,000 Series A Preferred Units purchased for $10,000, and the holder's pro rata share of Liquidation Event proceeds as if a holder of Common Units would be $6,000, the holder receives $10,000; if that pro rata share would be $15,000, the holder receives $15,000, but not both. If the holder previously received $2,000 in distributions on those Units, the amount in clause (i) is reduced to $8,000. "***Liquidation Event***" means the dissolution of the Company under Article 14, a sale of all or substantially all of the Company's assets, or a merger or sale of Units resulting in the Members immediately before such transaction holding less than a majority of the voting Units immediately after it.

(c) ***Distributions.*** Series A Preferred Units shall have no preferred return. Distributions other than in a Liquidation Event shall be made under Section 10.1, with Series A Preferred Units treated as Common Units.

(d) ***Voting.*** Series A Preferred Units shall be non-voting and shall not be counted in determining any vote, consent or approval of the Members, except that the consent of the holders of a majority of the outstanding Series A Preferred Units shall be required for any amendment to this Agreement that materially and adversely affects the economic rights of the Series A Preferred Units, including the liquidation preference and distribution rights in this Section 8.9, in a manner different from the Common Units. Such consent shall also be required for the creation, authorization or issuance of any Units or other Company Securities having liquidation or distribution rights senior to the Series A Preferred Units. The creation, authorization or issuance of additional Units or other Company Securities ranking on parity with

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or junior to the Series A Preferred Units, and any amendment to this Agreement to provide for them, shall not require such consent.

(e) ***Dilution.*** The Series A Preferred Units shall have no anti-dilution protection. (i) The issuance of the Series A Preferred Units under this Section 8.9 shall dilute only the Percentage Interests of the Common Units held by the Managers, and shall count toward the 882,000 Additional Units described in Section 8.7(d). (ii) Any Units or other Company Securities issued after the Series A Preferred Units shall dilute the holders of Series A Preferred Units in proportion to their Percentage Interests, together with the Members whose Percentage Interests are diluted under Section 8.7(d). (iii) No such issuance, regardless of price, shall result in any adjustment to the number of Series A Preferred Units, the Original Purchase Price, or the liquidation preference under Section 8.9(b). ***By way of example***, if after the sale of 500,000 Series A Preferred Units the Company issues 230,000 additional Units, those Units dilute the Managers and the holders of Series A Preferred Units pro rata. The Series A Preferred Units' Percentage Interest would decrease from approximately 21.74% to approximately 19.52%, and the Percentage Interests of Chris Pohl and Atelier Drome, LLP would not change.

ARTICLE 5. TAXATION

9.1 C Corporation. The Company has elected to be taxed as a subchapter C corporation under the Code by filing Form 8832 with the Internal Revenue Service. As a result of such election, the Company and each of the Members shall treat all outstanding Units as stock in a corporation for U.S. Federal income tax purposes. During any period for which the Company has elected to be taxed as a subchapter C corporation, the Company will not make any allocations of income, losses or expense deductions to the Members.

ARTICLE 6. DISTRIBUTIONS

6.1 Nonliquidating Distributions. Distributions of Distributable Cash, as defined herein, other than distributions in liquidation, shall be made at such times as determined in the sole determination of the Manager in the following manner:

(k) First, the payment of any debt due by the Company to any Member;

(l) Thereafter, among the Members pro rata according to their Percentage Interests, with Series A Preferred Units treated as Common Units for this purpose.

6.2 Distributions in Kind. Non-cash assets, if any, shall be distributed in a manner that reflects how cash proceeds from the sale of such assets for fair market value would have been distributed.

6.3 Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their contributions.

6.4 [Intentionally Omitted].

6.5 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts paid or distributed, as the case may be, to

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the Members with respect to which such amount was withheld pursuant to this Section 10.5 for all purposes under this Agreement. The Company is authorized to withhold from payments and distributions, or with respect to allocations to the Members, and to pay over to any federal, state and local government or any foreign government, any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law or any foreign law, and shall allocate any such amounts to the Members with respect to which such amount was withheld.

ARTICLE 7. ACCOUNTING, BOOKS, AND RECORDS

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

7.2 Periodic Statements. The Manager will have prepared, at least annually, at the Company's expense, an annual report which will include (i) a balance sheet and (ii) a statement of the Company's income and expenses. The Company's books and records shall be kept, and its income tax returns prepared, under such permissible method of accounting, consistently applied, as the Manager determines is in the best interest of the Company and its Members. The Manager will distribute copies of the statements and report to each Member within one hundred twenty (120) days after the close of each taxable year of the Company. The Manager will also prepare and distribute to each Member quarterly operating statements for the business of the Company.

7.3 Records, Audits and Reports. At the expense of the Company, the Manager shall maintain records and accounts of all operations and expenditures of the Company as required by RCW 25.15.135(1) of the Act. Upon reasonable request, each Member shall have the right to inspect and copy such required records at such Member's expense, during ordinary business hours.

7.4 Partnership Representative. If the Company is ever classified as a partnership for federal income tax purposes, the Manager shall serve as, or designate, the Company's "partnership representative" under Section 6223 of the Code, and the Company shall reimburse the partnership representative for reasonable expenses incurred in that capacity.

7.5 Returns and Other Elections. The Manager shall cause the preparation and timely filing of all tax and information returns required to be filed by the Company pursuant to the Code and all other tax and information 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. Except as otherwise expressly provided to the contrary in this Agreement, all elections permitted to be made by the Company under federal or state laws shall be made by the Manager in its sole discretion.

ARTICLE 8. TRANSFER OF INTERESTS

8.1 Voluntary Transfers. Except for Permitted Transfers under Section 12.1(a) and subject to the Repurchase Rights under Section 12.1(b), Members may not transfer any of their Membership Interest in the Company unless approved by the Manager in its sole discretion. Any assignee of Membership Interest in a voluntary transfer pursuant this Section shall not become a

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Member without having first complied with the requirements of Section 12.1(b) below and having paid to the Company a fee sufficient to cover all reasonable expenses of the Company in connection with such assignee's admission as a Member. If a Member assigns all of its Membership Interest in the Company and the assignee of such interest is entitled to become a substitute Member pursuant to this Section 12.1, ("*Substitute Member*") such assignee shall be admitted to the Company as a Member effective immediately prior to the effective date of the assignment, and, immediately following such admission, the assigning Member shall cease to be a Member of the Company. In such event, the Company shall not dissolve.

(k) Permitted Transfers. Subject to the conditions and restrictions set forth in Section 12.1 a Member or Assignee may at any time Transfer all or any portion of its Membership Interest:

(i) To any other Member;

(ii) To the Company;

(iii) To a trust for the benefit of the Member's spouse or children, or the Member's surviving spouse or children upon the Member's death; provided, however, such child or spouse shall only become Economic Interest Holders. Should any surviving spouse and/or children of a deceased Member not agree to the terms and conditions of this Agreement, then the Transfer will be treated as if it were an Involuntary Transfer under Section 12.2.

Notwithstanding any provision of this Section 12.1(a) apparently to the contrary, any permitted Assignee under this Section 12.1(a) shall be admitted as a Substituted Member only in accordance with Section 12.1(c).

(b) Repurchase Rights. In the event a Member (the "***Transferring Member***") withdrawals in compliance with Section 6.4, or the Transferring Member desires to transfer all or part of such Member's Membership Interest (the "***Subject Membership Interest***") such Transferring Member shall provide written notice (the "***Transfer Notice***") of the proposed transfer to the Company and the Members. In the case of a withdrawing Transferring Member, the price and payment terms shall be as set forth in Sections 12.5 and 12.6 respectively. In the case of a proposed non-withdrawal transfer, the Members, who are willing and able to purchase the Subject Membership Interest, will have a right of first refusal for a period of sixty (60) days following receipt of Transfer Notice, to purchase any or all of their pro rata share of the Subject Membership Interest, at the price determined in accordance with Section 12.5. If the Members are unable or unwilling to purchase the Subject Membership Interest, than the Transferring Member may transfer the Subject Membership Interest to a third party only upon the Manager's approval.

(c) Conditions to Transfer. A transfer of Membership Interest shall not be effective and binding until the transferring Member and assignee execute all agreements and perform all acts that the Manager may deem necessary or desirable to:

(i) constitute such Person as a Member;

(ii) confirm that the Person desiring to become a Member, has accepted, and agreed to be bound by all of the terms of this Agreement;

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(iii) maintain the Company's classification for federal income tax purposes; and

(iv) assure compliance with any applicable state and federal laws, including securities laws and regulations.

(d) Recognition of Assignment by Company. No assignment, or any part thereof, that is in violation of this Article 12 shall be valid or effective, and neither the Company nor the Manager shall recognize the same for the purpose of making any distributions pursuant to this Agreement with respect to such Membership Interest or part thereof. Neither the Company, the Manager nor the nonassigning Members shall incur any liability as a result of refusing to make any such distributions to the assignee of any such invalid assignment.

(e) Indemnification. In the case of an assignment or attempted assignment of Membership Interest in the Company that has not satisfied the conditions required by Section 12.1, the parties engaging or attempting to engage in such assignment shall indemnify and hold harmless the Company, the Manager and the other Members from all costs, liabilities and damages that any of such indemnified Persons may incur (including incremental tax liability and lawyers' fees and expenses) as a result of such assignment or attempted assignment and efforts to enforce the indemnity granted hereby.

1.2 Involuntary Transfers. As used herein, an involuntary transfer refers to any of the following: (i) the filing of a petition of voluntary or involuntary bankruptcy, or the insolvency of a Member, (ii) the appointment of a receiver, (iii) a general assignment to creditors, (iv) any other execution on or levy of a Member's Membership Interest by anyone to whom the Member owes a debt or obligation, (v) the unauthorized withdrawal of a Member, (vi) the death of any Member, provided, however, such Member has not transferred their interest pursuant to Section 12.1(a), or (vii) in any other involuntary Transfer by operation of law.

(d) Option to Purchase and Sell. Immediately upon the occurrence of an involuntary transfer, such Member or the person or entity then in possession and control of the Membership Interest, shall be deemed (automatically and without any other action required on the part of such Member), to have offered all of its Membership Interest for sale to the Members who shall have the option (but not the obligation) to purchase any or all of their pro rata share of such Membership Interest in accordance with Sections 12.5 and 12.6 within 30 days after the Members receive notice of the involuntary transfer. In the event the Members do not purchase all or only a portion of the subject Membership Interest, than the Company shall have the option to purchase all or any remaining Membership Interest in accordance with Sections 12.5 and 12.6 within 30 days after the Member's option expires.

(e) Priority of Provisions. If more than one section of this Article 12 applies to any transaction, the section that first applied to the transaction shall have priority over the other sections.

1.3 Transfer of Membership Interest in the Event of Divorce or Marriage Dissolution.

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(d) Notwithstanding any other provision of this Agreement to the contrary, in the case of a divorce or a marriage dissolution involving a Member, the spouse of such Member (the "*Spouse*") hereby releases, conveys and transfers whatever interest such Spouse may have in the Company (including, but not limited to, any interest in any Membership Interest, as a creditor or otherwise) to the respective Member, and as part of any property settlement pursuant to the marriage dissolution, the Spouse shall be compensated for such interest by the respective Member, on such terms as the Spouse and such Member shall agree. The Spouse releases the Company, the Manager and the Members from any and all claims related to such interest, and the Company shall be authorized to treat the Member as the sole holder and owner of the Membership Interest immediately upon the date of the marriage dissolution.

(e) Signature of Spouse. Each Spouse by signing this Agreement hereby consents and agrees to the terms of, and to be bound by, this Agreement and specifically to the provisions of this Section. Notwithstanding the foregoing, absence of a Spouse's signature hereto shall not alter the effectiveness hereof or the enforceability of the provisions contained herein as against any Member or the Company. If a Member marries or remarries subsequent to the date of signing this Agreement, the Member shall obtain the signature of his or her Spouse within 60 days following the marriage.

1.4 Repurchase Right. [Intentionally Omitted].

1.5 Pricing Mechanism. For the purpose of any purchase of Membership Interest pursuant to this Agreement, the purchase price shall be the then Fair Market Value. In the event the purchase is a result of an involuntary transfer under Section 12.2, the established Purchase Price shall be reduced by a percentage representing a discount for a minority voting interest and lack of marketability as approved by a Supermajority Percentage Interest of the remaining Members.

1.6 Payment Terms

(d) Cash Down Payment. Within thirty (30) days of the closing of any purchase under Section 12.2, the purchaser(s) shall make a down payment in an amount determined by the purchaser of not less than ten percent (10%), nor more than one hundred percent (100%) of the purchase price.

(e) Deferred Terms and Interest Rate. The remaining balance of the purchase price after the down payment will be paid in equal monthly or annual installments (at purchaser's sole option) over a term of five (5) years at an interest rate equal to Bank America prime rate, as such rate may be adjusted from time to time. The first installment of all payments shall commence, if monthly payments are elected, on the first day of the second month following the date the purchase is closed, and if purchaser elects annual payments, thirty (30) days after the first anniversary of the date the purchase is closed. If at any time the unpaid balance is less than ten thousand dollars ($10,000), such balance shall be paid in full within thirty days.

(f) Evidence of Unpaid Balance. Any balance owing under this Agreement shall be evidenced by an installment promissory note executed by the purchaser to the order of the seller. Such note shall provide for an increase in the interest rate by four (4) percentage points upon default, shall provide that upon default of any payment of interest or principal the

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full amount of the note shall become due and payable immediately, and shall provide that the purchaser shall pay reasonable attorneys' fees incurred in collection. The note shall give the purchaser the option of prepayment of the principal in part or in full at any time.

1.7 Closing of Purchase. The Company and the Members shall exercise their best efforts to close any purchase and sale pursuant to this Article 12 within ninety (90) days after the event triggering the sale.

ARTICLE 2. ADDITIONAL MEMBERS

2.1 Admission of Additional Members; Dilution. Subject to Section 8.7, the Manager, in its sole discretion, may admit a person as an additional Member (an "*Additional Member*"). An Additional Member shall make such Capital Contribution as is equal to the Fair Market Value for the Units purchased by the Additional Member. Notwithstanding the foregoing, except as provided in Section 8.9(a), a Person shall not become an Additional Member unless and until such Person becomes a party to this Agreement as a Member by signing a counterpart signature page to this Agreement and executing such documents and instruments to confirm such Person as a Member and such Person's agreement to be bound by the terms and conditions of this Agreement. The issuance of 882,000 or fewer Additional Units will result in the dilution of the Managers only. The issuance of more than 882,000 Additional Units shall result in the dilution of the non-Manager Members only.

ARTICLE 3. DISSOLUTION AND TERMINATION

14.1 Dissolution of the Company. The Company shall be dissolved, its assets disposed of, and its affairs wound up upon the first to occur of the following:

(a) a determination by the Manager that the Company should be dissolved;

(b) the sale of all or substantially all of the assets of the Company;

(c) the entry of a decree of judicial dissolution under the Act; or

(d) at such earlier time as may be required by applicable law.

14.2 Distribution of Assets.

(a) If the Company is dissolved and its affairs are to be 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 in which case such assets shall be distributed to the Members on a pro rata basis to the extent reasonably practicable), (2) discharge all liabilities of the Company (other than liabilities to Members), whether by payment or the making of reasonable provision for payment thereof, including all costs relating to the dissolution, winding up and liquidation and distribution of assets, (3) establish such reserves as may be reasonably necessary to provide for contingent, conditional and unmatured liabilities of the Company, (4) discharge any liabilities of the Company to the Members and (5) distribute the remaining assets to the Members first as provided in Section 8.9(b), and then pro rata in accordance with their Percentage Interest.

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

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(c) The Members shall comply with any applicable requirements of applicable law pertaining to the winding up of the Company and the final distribution of its assets.

ARTICLE 4. MISCELLANEOUS PROVISIONS

4.1 Notices. Any notice, demand, or communication required or permitted under this Agreement shall be deemed to have been duly given if delivered by email if such Member consents to receive such notice pursuant to Schedule 3 attached hereto, or personally to the party to whom directed or, if mailed by registered or certified mail, postage and charges prepaid, addressed (a) if to a Member, to the Member's last known address (b) if to the Company, to the address specified in the Certificate of Formation. Except as otherwise provided herein, any such notice shall be deemed to be given when personally delivered or, if mailed, three (3) business days after the date of mailing. A Member or the Company may change its address for the purposes of notices hereunder by giving notice to the others specifying such changed address in the manner specified in this Section 15.1.

4.2 Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Washington. The Members hereby consent to the exclusive jurisdiction of and venue in any federal or state court in King County, Washington for any disputes relating to this Agreement.

4.3 Amendments. This Agreement, including this paragraph, may not be amended except by the approval, consent or other action of Members holding a Super Majority Percentage Interest.

4.4 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

4.5 Headings. The headings in this Agreement are inserted for convenience only and shall not affect the interpretations of this Agreement.

4.6 Waivers. The failure of any Person to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

4.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

4.8 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

4.9 Heirs, Successors and Assigns. Each of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto

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and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

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

4.11 Attorney Fees. The substantially prevailing party in any arbitration or litigation concerning this Agreement is entitled to reimbursement of its court costs and attorney fees by the non-prevailing party, including such costs and fees as may be incurred on appeal or in a bankruptcy proceeding.

4.12 Dispute Resolution. In the event that the Managers or Members deadlock or are otherwise unable to agree as Members of this Company, either a Manager or a Member may designate a mediator to meet with both Members for the purpose of attempting to resolve any disputes under this Agreement. In the event that a Member declines to participate in mediation, then all Members are required to participate in binding arbitration before a single arbitrator with at least ten (10) years of business law experience sitting in King County, Washington, under the rules of Judicial Arbitration & Mediation Service (JAMS). The prevailing party in any such arbitration dispute shall have the right to be awarded all costs and reasonable attorneys' fees by the arbitrator. Any award granted in arbitration shall be enforceable in any appropriate court of law.

4.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

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EXECUTED by the undersigned effective as of the Effective Date.

COMPANY: BRUNSON MARTIN ENTERPRISES, LLC.

By: _____

Kari Brunson Wright, its Manager

By: _____

Autumn Martin, its Manager

MANAGER: Kari Brunson Wright

By: _____

MANAGER: Autumn Martin

By: _____

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COUNTERPART SIGNATURE PAGE TO

FOURTH AMENDED& RESTATED OPERATING AGREEMENT

OF

BRUNSON MARTIN ENTERPRISES, LLC.

The undersigned, by executing this counterpart signature page of the Fourth Amended and Restated Operating Agreement of Brunson Martin Enterprises, LLC, as may be amended from time to time ("***Operating Agreement***"), hereby acknowledges and represents to Brunson Martin Enterprises, LLC, a Washington limited liability company ("***Company***"), that the undersigned has received, read and fully understands the rights, obligations, terms and conditions set forth in the Operating Agreement and agrees to be bound by all of the terms and conditions of the Operating Agreement as a Member. The undersigned hereby approves and adopts the Operating Agreement as a Member of the Company.

IN WITNESS WHEREOF, the undersigned has executed this counterpart signature page of the Operating Agreement as of 11/17/2026.

For Individual Member(s):

Signed by: Chris Pohl FED7AD91EFEE46F...

Signature

Signature (Joint Owner)

Print Name: Chris Pohl

Print Name: _____

For Entity Member (Trusts, etc.):

Name of Entity: _____

Jurisdiction Where Formed (City, State): _____

Signature By: _____

Print Name: _____

Title: _____

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SPOUSAL CONSENT
TO THE
FOURTH AMENDED & RESTATED OPERATING AGREEMENT
OF
BRUNSON MARTIN ENTERPRISES, LLC.

The undersigned executes this Spousal Consent to signify that she (he) consents to the execution thereof by her (his) spouse and to the binding of any community property interest that she (he) may have in Brunson Martin Enterprises, LLC, a Washington limited liability company (the "***Company***"), and, to the extent that the undersigned may be deemed to have an interest in the Company or to be regarded as a "Member," the signature of the undersigned will also be deemed to be joinder in the execution hereof by the undersigned as the holder of the interest in the Company.

The undersigned hereby authorizes, ratifies, confirms, and approves the execution of this Fourth Amended and Restated Operating Agreement of the Company, as currently and as may hereafter be amended (the "***Agreement***"), by the undersigned's spouse with the same force and effect as if the undersigned were a party thereto, such authorization, ratification, confirmation and approval being retroactive to the date of execution of the Agreement and all amendments thereto, and the undersigned appoints her spouse as her lawful attorney-in-fact and surrenders to said spouse, for said spouse's use, all rights said undersigned may have with respect to the management and control of the Company and the acquisition, management, control, encumbrance and disposition of the Company's assets, including the power to delegate management authority pursuant to the terms of the Agreement and to transfer the interest that the undersigned and her spouse may have in the Company. The power granted herein will survive the death or disability of the undersigned.

Dated: _____

_____
(Signature of Spouse signing this Consent)

_____
(Print Name of Spouse signing this Consent)

_____
(Print Name of Spouse who is Member)

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SCHEDULE 1

FOURTH AMENDED & RESTATED OPERATING AGREEMENT OF BRUNSON MARTIN ENTERPRISES, LLC

MEMBER INFORMATION

October 29, 2026

Name of Members	Common Units	Series A Preferred Units	Percentage Interests*
Kari Brunson Wright	772,177.5	—	33.57%
Autumn Martin	772,177.5	—	33.57%
Atelier Drome	57,270	—	2.49%
Chris Pohl	198,375	—	8.625%
Wefunder SPV, LLC, Frankie & Jo's Series	—	500,000	21.74%
Total:	**1,800,000**	**500,000**	**100.00%**

*As adjusted assuming the sale of 500,000 Series A Preferred Units. Under Section 8.7(d), the issuance of Series A Preferred Units dilutes only the Managers' Percentage Interests. Schedule 1 will be amended by the Manager at each closing to reflect the Series A Preferred Units actually issued.

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SCHEDULE 2

FOURTH AMENDED & RESTATED OPERATING AGREEMENT

OF BRUNSON MARTIN ENTERPRISES, LLC

DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" means the Washington Limited Liability Company Act, Title 25, Revised Code of Washington, as in effect as of the Effective Date, and as amended from time to time.

"Affiliate" means, with respect to any Member: (i) any person directly or indirectly controlling, controlled by or under common control with such Member; (ii) any person owning or controlling 25% or more of the outstanding voting interests of such Member; (iii) any officer (corporate officer, not including operating titles), director, general partner, trustee, or holder of 25% or more of the voting interests of any person described in clauses (i) through (iii) of this sentence. For purposes of this definition, the term "controls," "is controlled by," or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"Capital Account" " Because the Company will be taxed as a corporation rather than a partnership, no capital accounts will be maintained for the Members

"Capital Contribution" means any contribution to the capital of the Company in cash or property by a Member whenever made

"Company" means Brunson Martin Enterprises, LLC.

"Distributable Cash" means all cash received by the Company, 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 other sums paid or payable to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; (iii) accrued and unpaid Guaranteed Payments; and (iv) Reserves.

"Economic Interest" means a Member's share of Net Profits, Net Losses, and other tax items of the Company and distributions of the Company's assets pursuant to this 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.

"Economic Interest Owner" means the owner of an Economic Interest.

"Fair Market Value" means the value per unit as reasonably determined by the Manager of the Company..

"Majority Interest" means, at any time, more than fifty percent (50%) of the then outstanding Units held by Members.

"Manager" shall mean Kari Brunson Wright and Autumn Martin.

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"Member" means each Person who executes a counterpart of this Agreement as a Member and each Person who may hereafter be admitted as a Member.

"Membership Interest" means all of a Member's share in the Net Profits, Net Losses, and other tax items of the Company and distributions of the Company's assets pursuant to this Agreement and the Act and all of a Member's rights 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.

"Net Profits" and "Net Losses" shall be determined in accordance with Article 9 above.

"Percentage Interest" means with respect to any Member the percentage determined based upon the ratio that the number of Units held by such Member bears to the total number of Units held by all Members.

"Person" means any individual, partnership, limited liability company, corporation, joint venture, trust, cooperative or other entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits;

"Regulations" includes proposed, temporary and final Treasury regulations promulgated under the Code and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

"Reserves" means, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Manager, for working capital, growth or expansion of business and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

"Supermajority Percentage Interest" means the vote, approval, consent or other action of those Members entitled to act holding 91% or more of the Percentage Interests held by all Members. The Manager may decrease the Supermajority Percentage Interest, provided that any such decrease does not result in a Supermajority Percentage Interest that is equal to or less than the collective Percentage Interest held by the Manager. For purposes of this definition and all other votes, consents and approvals of the Members, Series A Preferred Units shall not be counted, except as provided in Section 8.9(d).

"Units" means the Units issued to the Members under this Agreement and any Units held by any transferee thereof.

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SCHEDULE 3

FOURTH AMENDED & RESTATED OPERATING AGREEMENT

OF BRUNSON MARTIN ENTERPRISES, LLC

CONSENT TO USE OF ELECTRONIC TRANSMISSION

In accordance with the Operating Agreement of the Company, the undersigned hereby agrees to the following:

1. The Corporation may send meeting notices, annual reports, and all other materials to me by electronic transmission at the email address listed below.

2. The Corporation may rely on communications sent by me to the corporation by electronic transmission from the email address listed below for any purposes, including action by written consent. I hereby certify that the corporation may reasonably conclude that I am the author of communications so sent. Electronic transmissions may be sent by email as follows and received by email as follows: By email: _____ [member's email address].

3. I acknowledge that I have the right to have any communication transmitted to me electronically that is provided or made available by Brunson Martin Enterprises, LLC in paper or other non-electronic form.

4. If the Company is unable to electronically transmit two consecutive notices and this inability becomes known to the Members you are implicitly revoking your consent to receive electronic notice or notice by facsimile. Your signature below indicates that you acknowledge that the inadvertent failure by the Corporation to reach you does not invalidate any meeting or other action.

5. Your signature below indicates that you agree that it is your responsibility to configure your electronic mail so that such communications are not intercepted by a spam filter; to accept notices and information electronically rather than hard copy; that you will consider all such communication to be adequate notice of Corporation issues; and that it is your responsibility to inform the Corporation of any change in your email address within five business days if ever it should change.

6. I understand that this consent may be withdrawn only by my submitting a tangible, non-electronic written notice of revocation of this consent, dated and signed by me, to the Corporation. Any notice of revocation shall specify the effective date.

This consent shall remain in full force and effect until revoked in writing in the manner specified above.

_____

(Signature)

Autumn Martin

(Print Name)

Dated: 11.16.26,