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THE MEMBERSHIP INTERESTS CREATED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE SECURITIES LAWS PURSUANT TO EFFECTIVE REGISTRATION OR AN EXEMPTION THEREFROM. IN ADDITION, SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED, IN WHOLE OR IN PART, EXCEPT AS PROVIDED IN THIS AGREEMENT. ACCORDINGLY, THE HOLDERS OF SUCH MEMBERSHIP INTERESTS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THEIR RESPECTIVE INVESTMENTS IN SUCH MEMBERSHIP INTERESTS FOR AN INDEFINITE PERIOD OF TIME.

OPERATING AGREEMENT
OF
CONVENIENT COCKTAIL COMPANY LLC,
a Tennessee limited liability company

THIS OPERATING AGREEMENT of **Convenient Cocktail Company LLC**, a Tennessee limited liability company (the "Company"), is entered into by and among each of the Persons whose names appear under the heading "Members" on the signature pages hereto. Pursuant to Section 48-249-203(a) of the Tennessee Revised Limited Liability Company Act, this Agreement shall be effective as of the formation of the Company (the "Effective Date"). Any reference in this Agreement to the Members shall include such Members' successors to the extent such successors have become Substituted Members in accordance with the provisions of this Agreement. The Members intend that this Agreement shall supersede and replace any and all operating agreements of the Company executed prior to the Effective Date.

W I T N E S S E T H:

WHEREAS, the Company was formed by the filing of its Articles of Organization with the Secretary of the State of Tennessee on November 30, 2022;

WHEREAS, the parties hereto wish to enter into this Agreement in order to set forth their binding agreement as to the affairs of the Company, the conduct of its business and certain rights with respect to the relationship among the parties hereto; and

WHEREAS, the Members intend that this Agreement shall supersede and replace all prior operating agreements of the Company entered into prior to the Effective Date.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1.
DEFINITIONS

As used in this Agreement, the following terms have the following meanings, in addition to the terms defined elsewhere in this Agreement:

"Act" means the Tennessee Revised Limited Liability Company Act (Chapter 249 of Title 48 of Tenn. Code Ann.), as amended from time to time, or any successor statute thereto.

"Additional Members" means any Person to whom the Company issues Membership Interests after the date hereof and who is admitted as an additional Member after the date hereof in

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accordance with this Agreement. The term "Additional Members" shall not include Substituted Members.

"Adjusted Capital Account" means, with respect to the Capital Account of any Member, the balance, if any, in such Capital Account as of the end of the relevant Allocation Period, after giving effect to all allocations made with respect to such Allocation Period under Section 6.1 and to the following adjustments:

(i) credit to such Capital Account any amount that such Member is obligated to restore pursuant to Treas. Reg. §1.704-1(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to Treas. Reg. §§1.704-2(g)(1) or 1.704-2(i)(5); and

(ii) debit to such Capital Account the items described in Treas. Reg. §§1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) that are attributable to such Capital Account.

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treas. Reg. §1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Affiliate" means, with respect to any specified Person, a Person (the "Affiliated Person") that directly or indirectly controls, is controlled by or is under common control with such specified Person. For the purposes of this definition, "control" as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through direct or indirect ownership.

"Agreement" means this Second Amended and Restated Operating Agreement, as amended, modified, supplemented or restated from time to time. This Agreement shall be deemed an "operating agreement" within the meaning of Section 48-249-203(a) of the Act.

"Allocation Period" means a period commencing on the first day of the Fiscal Year or any period of shorter duration commencing upon the day following the last day of the preceding Allocation Period and terminating upon the earlier of (a) the last day of the current Fiscal Year or (b) the day preceding the effective date of any change in the relative interests of the Members, including changes resulting from a transfer by any Member of its Membership Interests or any other similar transaction or event, as determined by the Members.

"Available Cash Flow" means the gross cash proceeds from the operations of the Company or a Capital Event, less the portion thereof used to pay, or establish reserves for, all Company guaranteed payments, salaries, expenses, debt payments, and contingencies.

"Bankruptcy" means any action, case or proceeding commenced by or against a Person (provided that, if commenced against a Person, such action, case or proceeding is not dismissed without a judgment adverse to such person within 180 days of commencement) under any state, federal or foreign law, or any agreement of such Person, for (a) the entry of an order for relief under any chapter of title 11 of the United States Code (the "Bankruptcy Code") or other insolvency or debt adjustment law (whether state, federal or foreign), (b) the appointment of a receiver (or administrative receiver), trustee, liquidator administrator, conservator or other custodian for such Person or any part of its Property, (c) an assignment or trust mortgage for the benefit of creditors of such Person, or (d) the liquidation, dissolution or winding up of the affairs of such Person.

"Book Property" means property that is properly reflected on the books of the Company at a book value that differs from the adjusted tax basis of such property, within the meaning of Treas. Reg. §1.704-1(b)(2)(iv)(g)(1).

"Business Day" means a day other than Saturday, Sunday or any day on which banks located in the State of Tennessee are authorized or obligated to close.

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"Call Option Purchase Price" means the fair market value, as of the date immediately preceding the date of the Triggering Event requiring determination of fair market value, of a Subject Interest pursuant to Section 10.3. Should the Company and Seller fail to agree upon the Call Option Purchase Price, then the Call Option Purchase Price shall be determined as set forth in Section 10.3 without any control premium or any discount for minority interest or lack of marketability, without regard to any insurance policy owned by the Company insuring the life of a Member or the proceeds thereof, and assuming an arms-length sale for cash of the entire Company.

"Capital Contribution" means, with respect to any Member, the amount of money and the fair market value of any property other than money contributed to the capital of the Company by such Member (net of liabilities assumed by the Company or to which property contributed to the Company is subject, taking into account the provisions of Section 752(c) of the Code and any other applicable provisions of the Code and Treasury Regulations) in accordance with the provisions of this Agreement.

"Capital Event" means any of the following events:

(a) Any financing or refinancing of Company indebtedness that produces a surplus of funds available for distribution to the Members, after deduction for (A) all transaction costs, (B) repayment of any refinanced indebtedness and (C) the establishment of any reserves reasonably determined by the Members to be necessary or appropriate; and

(b) Any sale of all or any of the assets of the Company that produces a surplus of funds available for distribution to the Members, after deduction for (A) all transaction costs, (B) repayment of any underlying indebtedness and (C) the establishment of any reserves reasonably determined by the Members to be necessary or appropriate (a "Sale Capital Event").

"Certified Public Accountant" means an individual licensed by the appropriate authority as a certified public accountant.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto.

"Contract" means any agreement, lease, evidence of indebtedness, mortgage, indenture, security agreement or other contract or commitment (whether written or oral).

"Distribution" means any distribution of cash, Securities or other property made by the Company to a Member pursuant to this Agreement. For purposes of this Agreement, the dollar amount of any Distribution consisting of Securities or other property shall equal the fair market value of such Securities or other property as of the date of such Distribution (after taking into account all obligations and liabilities secured by such Securities or other property or to which such Securities or other property are subject, taking into account the provisions of Section 752(c) of the Code and any other applicable provision of the Code and Treasury Regulations).

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

"Fiscal Year" of the Company means the fiscal year of the Company, which shall commence on each January 1 and end on each December 31.

"GAAP" means United States generally accepted accounting principles.

"Involuntary Transfer" means, with respect to Membership Interests of any Member, any involuntary Transfer or Transfer by operation of law of such Membership Interests (other than to a permitted transferee of such Member or to such Member's estate upon his death) by or in which such Member shall be deprived or divested of any right, title or interest in or to such Membership Interests, including (a) by seizure under levy of attachment or execution, (b) by foreclosure upon a pledge, (c) in

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connection with any voluntary or involuntary bankruptcy or other court proceeding to a debtor in possession, trustee in bankruptcy or receiver or other officer or agency, (d) pursuant to any statute pertaining to escheat or abandoned property, (e) pursuant to a divorce or separation agreement or a final decree of a court in a divorce action and (f) a Transfer to a legal representative of any Member occasioned by the incompetence of such Member.

"Joinder Agreement" means an agreement in a form acceptable to the Company executed by an Additional Member or a Substituted Member, as applicable, whereby such Additional Member or Substituted Member joins and agrees to be bound by this Agreement, and thereby becomes a party to this Agreement.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, encumbrance, lien (statutory or other) or other security interest of any kind or nature whatsoever, including, without limitation, those created by, arising under or evidenced by any conditional sale or other title retention Contract, the interest of a lessor under a lease which in accordance with GAAP should be recorded as a capital lease, or any financing lease having substantially the same economic effect as any of the foregoing.

"Majority Interest of Members" means those Members entitled to vote on a matter having Percentage Interests greater than fifty percent (50%) of the total Percentage Interests of the Members entitled to vote on the matter.

"Members" means the individuals and entities shown on Schedule "A" attached hereto and made a part hereof and each other Person who is hereafter admitted as a Member after the date hereof in accordance with the terms of this Agreement and the Act. Each is individually a "Member" and collectively the "Members". The Members shall constitute the "members" (as that term is defined in Section 48-249-102(19)) of the Act.

"Membership Interest" means each Member's entire interest in the Company, including such Member's interest, if any, in the capital, income, gains, losses, deductions and expenses of the Company and the right to vote, if any, on certain Company matters as provided in this Agreement.

"Net Capital Contribution" means, for any Member at any time, the sum of all Capital Contributions made by such, *less* the aggregate amount of all Distributions made by the Company to such Member.

"Net Gain" and "Net Loss" means, except as specified below, for each Fiscal Year or other period, the income or loss of the Company for "book" or "capital account" purposes under Treas. Reg. §1.704-1(b)(2)(iv). In particular, but without limitation, for each Allocation Period, "Net Gain" or "Net Loss" means the Company's taxable income or loss for such Allocation Period, determined in accordance with Section 703(a) of the Code (it being understood that for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in such taxable income or loss), with the following modifications:

(i) income, gain or loss from, and cost recovery, amortization or depreciation deductions with respect to, any Book Property shall be computed by reference to the value of such Book Property as set forth in the books of the Company, all in accordance with the principles of Treas. Reg. §1.704-1(b) (2) (iv) (g), notwithstanding that the adjusted tax basis of such Book Property differs from such value;

(ii) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Gain or Net Loss pursuant to this definition shall be included in computing such Net Gain or Net Loss;

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(iii) any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(f) expenditures pursuant to Treas. Reg. §1.704-1(b)(2)(iv)(i) and that are not otherwise taken into account in computing Net Gain or Net Loss pursuant to this definition shall be treated as items of expense in computing such Net Gain or Net Loss;

(iv) in the event that the value of any Company property is adjusted pursuant to Treas. Reg. §1.704-1(b) (2) (iv)(f), the amount of such adjustment shall be taken into account as gain or loss (as the case may be) from the disposition of such property for purposes of computing Net Gain and Net Loss;

(v) to the extent (and only to the extent) that an adjustment is made to the adjusted tax basis of any Company asset pursuant to Section 732, Section 734 or Section 743 of the Code is required to be taken into account in determining Capital Accounts pursuant to Treas. Reg. §1.704-1(b) (2) (iv) (m), the amount of such adjustment shall be treated as an item of gain or loss (as the case may be) for purposes of computing Net Gain or Net Loss; and

(vi) all items of Company gross income, gain, loss, deduction or expense for such Allocation Period that are specially allocated pursuant to Section 6.1(b) shall be disregarded in computing such taxable income or loss (but the amount of such items available for allocation under Section 6.1(b) shall be determined by applying rules analogous to the modifications set forth in clauses (i) through (v) above).

"Officer" means each person designated as an officer of the Company and appointed pursuant to Section 4.3.

"Participate" means, directly or indirectly, in any capacity, to invest, engage, manage, operate, be employed by or a consultant to, control or otherwise participate, for its own account or for the account of any other Person.

"Percentage Interest" means, with respect to a Membership Interest, the percentage calculated with respect to that Membership Interest as set forth on Schedule A.

"Permitted Transfer" means a Transfer of Membership Interests or other interest in the Company to a Permitted Transferee.

"Permitted Transferee" means (a) with respect to any Member, any Affiliate of such Member, (b) with respect to any Member which is an individual, (x) as a gift into trust established by said Member for the benefit of himself, herself and/or a member of such Member's immediate family (a "Family Member") and from which such Membership Interests, pursuant to the express terms of the governing instrument of such trust, cannot be distributed other than to said Member during said Member's lifetime and such Member retains voting control of said Membership Interests during said Member's lifetime, or (y) to a limited liability company, partnership or corporation established by said Member as an estate planning vehicle in which the only beneficial owners are the Member and the Family Members of said Member and such Member retains voting control of said Membership Interests during said Member's lifetime, (c) upon termination of a trust, custodianship, guardianship or similar arrangement, the beneficiary of which is either a Member or a Family Member of a Member, a Transfer by the trustee, custodian, guardian or other fiduciary to the Person or Persons who, in accordance with the provisions of said trust, custodianship, guardianship or similar arrangement, are entitled to receive the Membership Interests held therein, and (d) any Person consented to in writing by the Members.

"Person" or "Persons" means any individual, corporation, general partnership, limited partnership, limited liability company, joint venture, trust, business trust, association, unincorporated organization, country, state, city or other political subdivision, governmental agency or instrumentality, or other entity.

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"Presumed Tax Rate" means the highest federal effective tax rate applicable to an individual without taking into account the deductibility of state and local taxes and the character of the allocated income or gains (i.e., capital gain or ordinary income).

"Revaluation Event" means (i) a Capital Contribution of more than a de minimus amount of money or property to the Company by any new or existing Member; (ii) the Distribution by the Company of more than a de minimus amount of money or property to a retiring or continuing Member, other than pro rata Distributions being made to Members pursuant to Section 6.4; or (iii) the liquidation of the Company, within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g).

"SEC" means the Securities and Exchange Commission or any successor agency thereto that administers the Securities Act and the Exchange Act.

"Securities" shall have the meaning assigned to it in the Securities Act, and shall also include (to the extent included within the meaning of "Securities" under the Securities Act) all capital stock, partnership interests, notes, debentures, warrants, options, rights and other forms of investment of any kind, together with any additional Securities issued with respect to an original Security by way of dividend, interest, stock split or combination, recapitalization, exchange, conversion, exercise or otherwise.

"Securities Act" means the Securities Act of 1933, as amended from time to time.

"Substituted Member" means any Person admitted as a Member pursuant to Section 10.4.

"Tax" or "Taxes" means all federal, state, local or foreign net or gross income, gross receipts, net proceeds, real property transfer, sales, use, ad valorem, value added, franchise, unincorporated business, bank shares, withholding, payroll, employment, excise, property, alternative or add-on minimum, environmental or other taxes, assessments, duties, fees, levies or other governmental charges of any nature whatever, whether disputed or not, together with any interest, penalties, additions to tax or additional amounts with respect thereto.

"Transfer", "Transferred" or "Transferring" means, with respect to any Membership Interest, any direct or indirect sale, transfer, assignment, pledge, grant of a participation in, gift, hypothecation or other disposition or encumbrance of any nature of or on such Membership Interest or any beneficial interest therein (including a transfer as a result of a merger, consolidation or sale of all or substantially all of the Transferor's assets), and, in the case of an individual, whether during life or at death; provided, however, that the exercise of any conversion, exchange or purchase right provided for in the terms of any Membership Interest shall not be deemed to constitute a "Transfer."

"Treas. Reg." or "the Treasury Regulations" means the regulations promulgated by the United States Treasury Department under the Code, as such regulations may be amended from time to time.

"Unanimous Interest of Members" means those Members entitled to vote on a matter having Percentage Interests equal to one hundred percent (100%) of the total Percentage Interests of the Members entitled to vote on the matter.

ARTICLE 2.
ORGANIZATION

Section 2.1 Formation. The Company has been formed as a Tennessee limited liability company by the execution and filing of Articles of Organization, as amended from time to time (the "Articles"), by an organizer as required by the Act. The rights, powers, duties, obligations and liabilities of the Members (in their respective capacities as such) shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member (in its capacity as such) are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

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Section 2.2 Name. The name of the Company shall be Convenient Cocktail Company LLC, and all business of the Company shall be conducted in that name or in such other names that comply with applicable law as the Members may select from time to time.

Section 2.3 Registered Office; Registered Agent; Principal Office; Other Offices. The registered office of the Company required by the Act to be maintained in the State of Tennessee shall be the office of the initial registered agent named in the Articles or such other office (which need not be a place of business of the Company) as the Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Tennessee shall be the initial registered agent named in the Articles or such other Person(s) as the Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Members may designate from time to time, which need not be in the State of Tennessee, and the Company shall maintain its books and records at such principal office. The Company may have such other offices as the Members may designate from time to time.

Section 2.4 Purposes. The nature of the business or purposes to be conducted or promoted by the Company is to engage in any lawful act or activity for which limited liability companies may be organized under the Act. Subject to the provisions of this Agreement, the Company shall have the power and authority to take any and all actions necessary, appropriate, advisable, desirable or incidental to or for the furtherance and accomplishment of the foregoing purposes. Notwithstanding anything herein to the contrary, nothing set forth herein shall be construed as authorizing the Company to possess any purpose or power, or to do any act or thing, forbidden by law to a limited liability company organized under the laws of the State of Tennessee.

Section 2.5 Powers of the Company. The Company shall have all powers necessary, suitable or convenient for the accomplishment of the purposes of the Company, including without limitation (a) to make and perform all Contracts, (b) to borrow or lend money and secure payment thereof, (c) to engage in all activities and transactions, and (d) to have all powers available to a limited liability company under (i) the Act, (ii) any other laws of the State of Tennessee, and (iii) the laws of any other jurisdiction in which the Company conducts business.

Section 2.6 Term. The term of the Company commenced on the date on which the Articles were filed with the office of the Secretary of State of Tennessee. The Company shall have a perpetual existence, unless sooner dissolved as provided in Section 11.1.

Section 2.7 No State-Law Partnership. The Members intend that the Company shall not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member, manager, representative or Officer shall be a partner or joint venturer of any other Member, manager, representative or Officer, for any purposes other than federal, and if applicable, state tax purposes, and this Agreement shall not be construed to the contrary.

ARTICLE 3.
CERTAIN MATTERS INVOLVING MEMBERS AND INTERESTS

Section 3.1 General.

(a) Names, etc. The respective Members' names, addresses, Capital Contributions and Percentage Interests shall be as set forth on Schedule A, as amended from time to time in accordance with the terms of this Agreement. The Members shall amend Schedule A from time to time to reflect any changes in the names, addresses Capital Contributions or Percentage Interests made in accordance with this Agreement (including without limitation the admission of any Additional Members or Substituted Members) and any changes in the mailing addresses of the Members. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A, as amended and in effect from time to time.

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(b) Capital Contributions.

(i) As of the Effective Date, each Member shall have contributed to the capital of the Company the amount set forth on Schedule A.

(ii) No Member, in its capacity as such, shall be required to lend any funds to the Company or to make any other contribution of capital to the Company, except as otherwise required by the Act or by this Agreement. No service performed by any Member to or for the benefit of the Company shall be deemed to constitute a contribution or loan to the capital of the Company for any purpose hereunder. Subject to any limitations set forth in this Agreement, a Member may lend money to, make Capital Contributions to, and transact other business with the Company.

(c) Guaranties. The Members contemplate and agree that the Company may incur debt if approved by the Members, and that a Company lender or creditor (each, a "Creditor") may require a Member or owner (direct or indirect) of a Member (a "Guarantor") to guarantee a debt or obligation of the Company (a "Company Debt"). In the event that a guaranty of a Company Debt is enforced against a Guarantor by a Creditor, each of the other Members shall indemnify the Guarantor for any payment made by the Guarantor, voluntarily or involuntarily, pursuant to such guaranty; provided, however that each other Member's indemnity obligation shall be limited to such other Member's pro rata share of such payment in proportion to such other Member's Percentage Interest.

(d) No Liability. Except as otherwise required by the Act or as expressly set forth in this Agreement or the Articles, no Member shall have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to any of the other Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or other obligations of the Company or for any losses of the Company.

(e) Return of Distributions. The Members acknowledge that, pursuant to Section 48-249-307 of the Act, a member of a limited liability company may, under certain circumstances, be required to return amounts previously Distributed to such Member. It is the intent of the Members that no Distribution to any Member shall be deemed to be in violation of the Act. Except as otherwise expressly set forth in this Agreement, the Distribution to a Member in accordance with the provisions of this Agreement shall be deemed to be a compromise within the meaning of the Act, and the Member receiving any such Distribution shall not be required to return to any Person any such Distribution. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to make any such payment, such obligation shall be the obligation of such Member and not of any other Member.

(f) Representations and Warranties of Members. Each Member hereby represents and warrants to and acknowledges with the Company that: (i) such Member has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto; (ii) such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time; (iii) such Member is acquiring its Membership Interests for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof; (iv) the Membership Interests have not been registered under the securities laws of any jurisdiction, and cannot be Transferred unless they are subsequently registered or otherwise qualified under applicable securities laws (unless an exemption from such registration or other qualification is available) and the provisions of this Agreement governing Transfers of Membership Interests have been complied with; (v) such Member is duly authorized to execute and deliver this Agreement (or the Joinder Agreement to which it is a party) and to perform its obligations hereunder, and has duly executed and delivered this Agreement (or such Joinder Agreement, as the case may be); (vi) this Agreement (and, if applicable, such Joinder Agreement) is a valid and binding obligation of such Member, enforceable against such Member in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent

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conveyance, fraudulent transfer, reorganization, moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general principles of equity; (vii) the execution, delivery and performance of this Agreement (and, if applicable, Joinder Agreement) by such Member does not conflict with, result in a violation of or default under or result in any Person having the right to terminate, modify or require consent under (with or without notice, lapse of time or both) any (A) Contract to which such Member is a party or by which any of such Member's properties or assets are bound or (B) any judgment, decree, order, statute, law, ordinance, regulation or rule, applicable to such Member or the properties or assets of such Member; and (viii) such Member has had a full opportunity to ask questions and receive answers concerning the Membership Interests and has had full access to such other information concerning the Company, as such Member has requested.

Section 3.2 Certificates. The Company may in its discretion issue certificates to the Members representing the Membership Interests held by each Member.

Section 3.3 Additional Members; Substituted Members. No additional Membership Interest shall be issued by the Company, and no Additional Member shall be admitted, without the approval of the Members. As a condition precedent to the issuance by the Company of Membership Interests to any Person and the admission of any Person as an Additional Member, the Company shall require such Person to execute a Joinder Agreement and thereby enter into and become a party to this Agreement.

Section 3.4 Other Business Opportunities.

(a) Outside Business Activities. Nothing in this Agreement shall be deemed to restrict or prohibit any Member, either individually or with others, from the right to Participate in other business ventures of any kind and no Member shall be obligated to offer to the Company or to other Members any opportunity to Participate in such other business venture, subject to the terms of this Agreement including Section 3.4(b).

(b) Self-Dealing. A Member, or his Affiliates may deal with the Company, directly or indirectly, as vendor, purchaser, employee, agent or otherwise. No Contract or other act of the Company shall be voidable or affected in any manner solely by the fact that a Member, or its Affiliate, is directly or indirectly interested in such Contract or other act. Neither the Member nor his Affiliate shall be accountable to the Company or other Member in respect of any profits directly or indirectly realized by it by reason of such Contract or other act. Such interested Member shall be eligible to vote or take any other action as a Member in respect of such Contract or other act as it would be entitled were it or its Affiliate not interested therein.

ARTICLE 4.
MANAGEMENT OF THE COMPANY

Section 4.1 Structure of Management.

(a) Member Managed. The Company shall be managed by the Members and the Members shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company. Except to the extent that a lesser or greater percentage is expressly required by this Agreement, the Articles, the Act or applicable law, all matters subject to any vote, action, determination, designation, approval or consent of "the Members" or "the Company" in this Agreement shall be determined by a Majority Interest of Members, and the vote, action, determination, designation, approval or consent of a Majority Interest of Members shall be the act of the Company.

(b) Powers of Members, Employees and Others. Unless authorized to do so by this Agreement or the Members, no attorney-in-fact, employee, or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable pecuniarily

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for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by this Agreement or the Members to act as an agent of the Company.

Section 4.2 Member Meetings.

(a) Notice; Place. Meetings of the Members for the purpose of taking any action permitted to be taken by the Members may be called by any Member. Except in special cases where other express provision is made by statute, written notice of such meetings shall be given to each Member entitled to vote not less than three (3) days nor more than sixty (60) days before the meeting. Such notice shall be given consistent with the provisions of Section 12.1. All meetings of the Members shall be held at any place within or without the State of Tennessee which may be designated by the Member(s) calling such meeting. In the absence of any such designation, Members' meetings shall be held at the principal office of the Company. The ability of any Members in attendance to transact business at such meeting shall be subject to the quorum and other requirements of Section 4.2(b).

(b) Quorum; Adjournment. The presence at any meeting in person or by proxy of a Unanimous Interest of Members shall constitute a quorum for the transaction of business. Any meeting of Members, whether or not a quorum is present, may be adjourned from time to time by the vote of a Unanimous Interest of the Members represented at that meeting, either in person or by proxy. When any meeting of Members is adjourned to another time or place, notice need not be given of the adjourned meeting, unless a new record date of the adjourned meeting is fixed or unless the adjournment is for more than sixty (60) days from the date set for the original meeting, in which case the Members present at the meeting shall set a new record date and shall give notice to the other Members. At any adjourned meeting, the Company may transact any business that might have been transacted at the original meeting.

(c) Proxies. Every Member entitled to vote or act on any matter at a meeting of Members shall have the right to do so either in person or by proxy, provided that an instrument authorizing such a proxy to act is executed by the Member in writing and dated not more than eleven (11) months before the meeting, unless the instrument specifically provides for a longer period. A proxy shall be deemed executed by a Member if the Member's name is placed on the proxy (whether by manual signature, electronic signature or otherwise) by the Member or the Member's attorney-in-fact. A valid proxy that does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it before the vote pursuant to that proxy by a writing delivered to the Company stating that the proxy is revoked, by a subsequent proxy executed by the person who executed the earlier proxy or by attendance at the meeting and voting in person by the person who executed the earlier proxy or (ii) written notice of the death or incapacity of the maker of that proxy is received by the Company before the vote pursuant to that proxy is counted. A proxy purporting to be executed by the person who executed that proxy or on behalf of a Member shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

(d) Required Vote. If a quorum is present, the affirmative vote of a Majority Interest of Members shall be the act of the Members.

(e) Waiver of Notice. The actions of any meeting of Members, however called and noticed, and wherever held, shall be valid as if taken at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each Member entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting, or an approval of the minutes thereof. The waiver of notice, consent or approval need not specify either the business to be transacted or the purpose of any regular or special meeting of the Members. All such waivers, consents or approvals shall be filed with the Company's records and made a part of the minutes of the meeting. Attendance of a Member at a meeting shall also constitute a

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waiver of notice of and presence at such meeting, except when the Member objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice but not so included, if such objection is expressly made at the meeting.

(f) Action by Members Without a Meeting. Any action which, under any provision of this Agreement, may be taken at a meeting of the Members, may be taken without a meeting, and without notice, if a consent in writing, setting forth the action so taken, is signed by the Members holding such Percentage Interests as are required to authorize or take such action. Such consent shall have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Tennessee, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of this Agreement for notice of meetings, the Members may participate in and hold a meeting of the Members by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(g) Record Date. For purposes of determining the Members entitled to vote or act at any meeting or adjournment thereof, the Members may fix in advance a record date which shall not be greater than thirty (30) days nor fewer than two (2) days before the date of any such meeting. If the Members do not so fix a record date, the record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the business day immediately preceding the day on which notice is given, or if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held. Only Members of record as herein determined shall have any right to vote or to act at any meeting or give consent to any action relating to such record date, provided that no Member who Transfers all or part of such Member's Membership Interest after a record date (and no transferee of such Interest) shall have the right to vote or act with respect to the transferred Interest as regards to the matter for which the record date was set.

Section 4.3 Officers.

(a) Election. The Members may, from time to time elect one or more individuals to serve as Officers of the Company, with titles including but not limited to "chief executive officer," "president," one or more "vice presidents," "chief financial officer," "treasurer," "secretary," "general manager," "director" and "chief financial officer". Any number of offices may be held by the same person. Officers need not be residents of the State of Tennessee or Members. Officers so elected shall have such authority and perform such duties as may, from time to time, be delegated to them by the Members. Each Officer shall hold office until his successor shall be duly elected and shall qualify, or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. The salaries or other compensation, if any, of the Officers of the Company shall be fixed from time to time by the Members. An Officer serves at the pleasure of the Members, who may remove an Officer at any time with or without cause and who may eliminate any Officer position at any time. In the event of a vacancy in any office because of death, resignation or removal, the Members may elect a successor to such office.

(b) Resignation/Removal. Any Officer may resign as such at any time and for any reason. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Members. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any Officer may be

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removed as such, either with or without cause at any time by the Members. Election or designation of an Officer shall not of itself create any contractual or employment rights. Nothing contained in this Section shall be deemed to limit or otherwise abridge any rights or obligations to which the Company or an Officer may be subject pursuant to the terms of any employment, management or other similar agreement.

Section 4.4 Standards of Conduct. The standards of conduct set forth in Section 48-249-403 of the Act as of the Effective Date shall apply to all Members and Officers, subject to Section 7.1.

ARTICLE 5.
CAPITAL ACCOUNTS

Section 5.1 Establishment and Determination of Capital Accounts. A separate capital account ("Capital Account") shall be established for each Member on the books of the Company initially reflecting an amount equal to such Member's initial Capital Contribution. Each Member's Capital Account shall be:

(a) increased by any additional Capital Contributions made by such Member pursuant to the terms of this Agreement and such Member's share of Net Gain and other items of income and gain allocated to such Member pursuant to Article 6;

(b) decreased by such Member's share of Net Loss and other items of loss, deduction and expense allocated to such Member pursuant to Article 6 and the aggregate amount of all Distributions made to such Member; and

(c) maintained in all respects in accordance with section 704(b) of the Code and Treasury Regulations § 1.704-1(b)(2)(iv) and any other applicable Treasury Regulations issued thereunder.

Section 5.2 Negative Capital Accounts. Except as may be required by the Act or any other applicable law, no Member shall be required to pay to the Company or any other Member any deficit or negative balance which may exist from time to time in such Member's Capital Account.

Section 5.3 Company Capital. No Member shall be paid interest on any Capital Contribution to the Company or on such Member's Capital Account, and no Member shall have any right (a) to demand the return of such Member's Capital Contribution or any other Distribution from the Company (whether upon resignation, withdrawal or otherwise), except upon dissolution of the Company pursuant to Article 11 hereof, or (b) to cause a partition of the Company's assets.

Section 5.4 Capital Account Adjustment. The book value of all assets of the Company may be adjusted so as to equal their respective fair market value upon the occurrence of any Revaluation Event. In such event, the Capital Accounts shall be increased or decreased (as appropriate) to reflect the revaluation of the Company's assets in accordance with Treas. Reg. § 1.704-1(b)(2)(iv)(f).

Section 5.5 Change in Capital Accounts Maintenance. The maintenance of Capital Accounts pursuant to Section 5.1 above is intended to comply with the requirements of Code Section 704 and the Treasury Regulations promulgated thereunder. The provisions of this Agreement in the maintenance of Capital Accounts shall be interpreted and applied consistently therewith. If, in the reasonable opinion of a Certified Public Accountant, the manner in which the Capital Accounts are to be maintained pursuant to Section 5.1 above should be modified in order to comply with the requirements of Code Section 704 and the Treasury Regulations promulgated thereunder, then, notwithstanding anything to the contrary in such Section 5.1, the Certified Public Accountant may, in his or her reasonable good faith discretion, change the manner in which the Capital Accounts are maintained, and the Certified Public Accountant notify the Members of the necessity to amend this Agreement to reflect any such change in the manner in which the Capital Accounts are maintained; provided, however, that any such change in the manner of maintaining the Capital Accounts shall not alter materially the economic arrangement among the Members.

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Section 5.6 Accounting for Distribution in Kind. For purposes of maintaining Capital Accounts and as provided in Section 6.4(d), when the Company property is distributed in kind: (a) the Company shall treat such property as a Distribution in an amount equal to its fair market value on the date of Distribution; (b) any difference between such fair market value and the Company's prior book value in such property for Capital Account purposes shall constitute Net Gain or Net Loss, as case may be, for the Allocation Period ending on and including the date of such Distribution and shall be allocated to the Capital Accounts of the Members pursuant to Article 6; and (c) each Member's Capital Account shall be reduced by the fair market value on the date of Distribution of the property distributed to such Member (net of any liabilities secured by such distributed property that such Member is considered to assume or take subject to taking into account the provisions of Section 752(c) of the Code and any other applicable provisions of the Code and Treasury Regulations).

ARTICLE 6.
ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 Distributions.

(a) [Intentionally Omitted].

(b) Other Distributions. Subject to the provisions of this Agreement, the Company shall make Distributions of Available Cash Flow as determined by the Members, provided that Distributions of Available Cash Flow resulting from Capital Events shall be made as soon as practicable after the Company's receipt of such Available Cash Flow. All Distributions of Available Cash Flow shall be made to the Members pro rata in proportion to their respective Percentage Interests as of the beginning of such Allocation Period.

(c) Advance or Draw. To the extent a Member would be distributed, during a Fiscal Year, an amount in excess of the maximum amount which could be distributed to a Member without causing the Member otherwise to recognize gain under Section 731(a), such Distribution shall, to the extent possible pursuant to Treasury Regulation Section 1.731-1(a)(1)(ii), be treated as an advance or draw against such Member's allocation of Net Gains (or items of income or gain) for the Fiscal Year in which the Distribution is made.

(d) Distributions In-Kind. To the extent that any non-cash assets are distributed in kind to the Members, such non-cash assets will first be written up or down to their fair market value, thus creating Net Gain or Loss (if any), which shall be allocated in accordance with Section 6.2(a). In making any Distributions of non-cash assets, each type of asset shall be allocated among the Members ratably based upon the aggregate amounts to be distributed with respect to the Membership Interests held by each such Member in accordance with Section 6.1(b).

(e) 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 the Members with respect to which such amount was withheld pursuant to this Section 6.1 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, local, or foreign government, any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, local, or foreign law, and shall apportion any such amounts to the Members with respect to which such amount was withheld.

Section 6.2 Allocations.

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(a) Allocations. After giving effect to the special allocations set forth in Section 6.3, Net Gains and Net Loss for any Fiscal Year will be allocated among the Members in a manner that will result in the Capital Account balance for each Member (which balance may be positive or negative), after adjusting the Capital Account for all Capital Contributions and distributions and any special allocations required pursuant to this Agreement for the current and all prior Fiscal Years, being (as nearly as possible) equal to (i) the amount that would be distributed to the Member if the Company were to sell all of its assets at their current Book Value, pay all liabilities of the Company (limited, with respect any nonrecourse liabilities, to the value reflected in the Members' Capital Accounts for the assets securing such nonrecourse liabilities), and distribute the proceeds thereof in accordance with Section 6.1(b), minus (ii) the Member's share of Minimum Gain and partner nonrecourse debt minimum gain (as defined in Regulation section 1.704-2(i)(3)).

(b) Determination of Items Comprising Allocations. The allocation pursuant to Sections 6.2(a) shall be comprised of a proportionate share of each of the Company's items of income, gain, expense and loss entering into the computation of Net Gain or Loss for such Fiscal Year or other period.

(c) Measurement Period. For purposes of determining the Net Gains, Net Loss, or any other items allocable to any period, Net Gains, Net Loss, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Members using any permissible method under Code Section 706 and the Treasury Regulations thereunder.

(d) Character of Income. Solely for the purpose of determining the character (ordinary vs. capital) of taxable income allocated to Members, the portion of taxable income treated as ordinary income due to recapture of depreciation shall, to the extent possible, be allocated among Members in the proportion which the amount of depreciation previously allocated to each Member or its predecessors in interest bears to the total depreciation allocated to all Members. This Section shall not alter the amount of allocations among Members, but only the character of income allocated.

Section 6.3 Special Allocations.

Notwithstanding anything in Section 6.2 to the contrary:

(a) Net Loss attributable to partner nonrecourse debt (as defined in Treasury Regulation Section 1.704-2(b)(4)) shall be allocated in the manner required by Treasury Regulation Section 1.704-2(i). If there is a net decrease during a Taxable Year in partner nonrecourse debt minimum gain (as defined in Treasury Regulation Section 1.704-2(i)(3)), Net Gains for such Taxable Year (and, if necessary, for subsequent Taxable Years) shall be allocated to the Members in the amounts and of such character as determined according to Treasury Regulation Section 1.704-2(i)(4).

(b) Nonrecourse deductions (as determined according to Treasury Regulation Section 1.704-2(b)(1)) for any Taxable Year shall be allocated to the Members in the same proportions in which Capital Contributions are made to the Company. Except as otherwise provided in Section 6.3(a), if there is a net decrease in the Minimum Gain during any Taxable Year, each Member shall be allocated Net Gains for such Taxable Year (and, if necessary, for subsequent Taxable Years) in the amounts and of such character as determined according to Treasury Regulation Section 1.704-2(f). This Section 6.3(b) is intended to be a "minimum gain chargeback" provision that complies with the requirements of Treasury Regulation Section 1.704-2(f), and shall be interpreted in a manner consistent therewith.

(c) If any Member that unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) has an Adjusted Capital Account deficit as of the end of any Taxable Year, computed after the application of Sections

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6.3(a) and 6.3(b) but before the application of any other provision of this Article 6, then Net Gains for such Taxable Year shall be allocated to such Member in proportion to, and to the extent of, such Adjusted Capital Account deficit. This Section 6.3(c) is intended to be a "qualified income offset" provision as described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted in a manner consistent therewith.

Section 6.4 Loss Limitation. Net Loss allocated pursuant to Section 6.2 shall not exceed the maximum amount of Net Loss that can be allocated without causing any Member to have an Adjusted Capital Account deficit at the end of any Fiscal Year. In the event some but not all of the Members would have Adjusted Capital Account deficits as a consequence of an allocation of Net Loss pursuant to Section 6.2, the limitation set forth in this Section 6.4 shall be applied on a Member by Member basis and Net Loss not allocable to any Member as a result of such limitation shall be allocated to the other Members in accordance with the positive balances in such Member's Capital Accounts so as to allocate the maximum permissible Net Loss to each Member under Treasury Regulation Section 1.704-1(b)(2)(ii)(d). Any Net Loss allocated to a Member under the second sentence of this Section 6.4 shall be offset with a special allocation of Net Gains to such Member in an amount equal to, and in the same proportion as, and to the extent available the same character of items of income and gain as, the Net Loss that were allocated to such Member under this Section 6.4 in prior Fiscal Years.

Section 6.5 Adjustments to Allocations. The allocations set forth in this Agreement are intended to comply with the Treasury Regulations. If the Members determine that the allocations to a Member are not in compliance with the Treasury Regulations, the Members are authorized to make any appropriate adjustments.

Section 6.6 Tax Allocations.

(a) Except as otherwise provided in Section 6.6(b) or Section 6.6(c), the income, gains, losses and deductions of the Company will be allocated for federal, state and local income tax purposes among the Members in accordance with the allocation of such income, gains, losses and deductions among the Members for computing their Capital Accounts; except that if any such allocation is not permitted by the Code or other applicable law, the Company's subsequent income, gains, losses and deductions will be allocated among the Members so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value using the "remedial method" pursuant to the Regulations under Code Section 704(c) or such other method elected by the Members. Any other elections with respect to Code Section 704(c) shall be reasonably determined and made by the Members.

(c) If the Book Value of any Company asset is adjusted pursuant to the requirements of Treasury Regulation Section 1.704-1(b)(2)(iv)(f) subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c). Any elections with respect to Code Section 704(c) shall be reasonably made by the Members.

(d) Allocations of tax credits, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as reasonably determined by the Members taking into account the principles of Treasury Regulation Section 1.704-1(b)(4)(ii).

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(e) Allocations pursuant to clauses (a) – (d) of this Section 6.6 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Gains, Net Loss, Distributions or other Company items pursuant to any provision of this Agreement.

Section 6.7 Debt Allocations. Debt of the Company shall be allocated among the Members in accordance with Code Section 752 and the Treasury Regulations promulgated thereunder.

Section 6.8 Payments to Members Who Provide Services. The Company may, but shall not be obligated to provide, compensation (in the form of priority Distributions of profits, guaranteed payments and/or otherwise) to Members for services provided to the Company, pursuant to a separate services agreement or otherwise; provided, however, that the terms of any such compensation shall be subject to the approval of a Majority Interest of Members.

Section 6.9 Indemnification and Reimbursement for Payments on Behalf of a Member.

(a) If the Company is required by law to pay any amount to a governmental agency or to any other Person (or otherwise makes a payment) because of a Member's status or otherwise specifically attributable to a Member (including, without limitation, federal withholding taxes with respect to foreign partners, state personal property taxes or state unincorporated business taxes), then such Member (the "Indemnifying Member") shall indemnify the Company in full for the entire amount paid (including, without limitation, any interest, penalties and expenses associated with such payment). At the option of the Company, the amount to be indemnified shall be paid by the Indemnifying Member as follows:

(i) promptly upon notification of an obligation to indemnify the Company, the Indemnifying Member shall make a cash payment to the Company equal to the full amount to be indemnified, and/or

(ii) the Company shall reduce subsequent Distributions (including liquidating Distributions) that would otherwise be made to the Indemnifying Member until the Company has recovered the amount to be indemnified (provided that the amount of such reduction shall be deemed to have been distributed for all purposes of this Agreement).

(b) A Member's obligation to make payments to the Company under this Section 6.9 shall survive the termination, dissolution, liquidation and winding up of the Company, and for purposes of this Section 6.9, the Company shall be treated as continuing in existence. The Company may pursue and enforce all rights and remedies that it may have against each Member under this Section 6.9, including instituting a lawsuit to collect any unpaid amounts plus interest accruing from the date demanded until paid.

ARTICLE 7.
EXCULPATION AND INDEMNIFICATION

Section 7.1 Performance of Duties; No Liability of Members and Officers. Except as expressly set forth herein, no Member or Officer of the Company shall 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 the result of gross negligence, fraud or intentional misconduct of such Member or Officer or a breach of such Person's duties pursuant to Section 4.4. In performing his or her duties, each such Person shall be entitled to rely in good faith on the provisions of this Agreement and on information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Company or any facts pertinent to the existence and amount of assets from which Distributions to Members might properly be paid) of the following other Persons or groups: one or more Officers or employees of the Company (in each case as to matters which such relying Person reasonably believes to be within such Officer's or

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employee's competence); any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company or the Member or Officer; or any other Person who has been selected by or on behalf of the Company in each case as to matters which such relying Person reasonably believes to be within such other Person's competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Act. No Member or Officer of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation or liability of the Company, whether that liability or obligation arises in contract, tort or otherwise, solely by reason of being a Member or Officer of the Company or any combination of the foregoing.

Section 7.2 Right to Indemnification. Subject to the limitations and conditions provided for in this Article 7, each Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or arbitrative (a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, or a Person of which he is the legal representative, is or was a Member or Officer (or officer or director or shareholder of any of the foregoing) shall be indemnified by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment), against judgments, penalties (including excise and similar taxes but excluding punitive damages), fines, settlements and reasonable expenses (including, without limitation, reasonable attorneys' fees incurred in connection with any such Proceeding or any action by a Person to enforce its rights under this Article 7) actually incurred by such Person in connection with such Proceeding, appeal, inquiry or investigation, except to the extent that any such judgments, penalties, fines, settlements and expenses shall have been the result of gross negligence, material breach of this Agreement, fraud or intentional misconduct of the Person otherwise entitled to indemnification. The indemnification under this Article 7 shall continue as to a Person who has ceased to serve in the capacity, which initially entitled such Person to indemnity hereunder, provided the action giving rise to the right to indemnification occurred while such Person was serving in the capacity under which he was entitled to indemnification. The rights granted pursuant to this Article 7 shall be deemed contract rights, and no amendment, modification or repeal of this Article 7 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings, appeals, inquiries or investigations arising prior to any amendment, modification or repeal.

Section 7.3 Advance Payment. The right to indemnification conferred in this Article 7 shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 7.2 who was, is or is threatened to be, made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided, however, that such Person shall be obligated to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this Article 7 or otherwise. To the extent such payments are not reimbursed, the Company shall set off against any Distributions due to such Person, all amounts due to the Company hereunder.

Section 7.4 Indemnification of Employees and Agents. The Company may indemnify and advance expenses to any employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses under Sections 7.2 and 7.3.

Section 7.5 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article 7 shall not be exclusive of any other right that a Member, Officer or other Person indemnified pursuant to this Article 7 may have or hereafter acquire under any law (common or statutory) or provision of this Agreement or otherwise.

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Section 7.6 Savings Clause. If this Article 7 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Person indemnified pursuant to this Article 7 as to costs, charges and expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement with respect to any such Proceeding, appeal, inquiry or investigation to the full extent permitted by any applicable portion of this Article 7 that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE 8.
TAXES

Section 8.1 Tax Characterization and Returns

(a) The Members intend that the Company shall be treated as a partnership for federal tax and, if applicable, state income tax and local income tax purposes, and the Company shall file all Tax returns, and otherwise take all Tax and financial reporting positions, in a manner consistent with such treatment. Without the approval of a Unanimous Interest of Members, the Company shall not make any election under Treas. Reg. §301.7701-3, or any comparable provisions of state or local law, to treat the Company as an entity other than a partnership for federal tax or state or local income tax purposes.

(b) The Company will use reasonable efforts to cause to be delivered, within ninety (90) days after the end of each Fiscal Year, to each Person who was a Member at any time during such Fiscal Year, a Form K-1 and such other information, if any, with respect to the Company as may be necessary for the preparation of each such Member's federal, state, or local income tax (or information) returns, including a statement showing each such Member's share of income, gain or loss, and credits for the applicable Fiscal Year.

Section 8.2 Partnership Representative.

(a) Josh Mongoven is hereby designated as the "partnership representative" pursuant to Code section 6223(a) as amended by the Revised Partnership Audit Rules (in such capacity, and any similar capacity under the provisions of applicable state, local or non-US tax laws, the "Partnership Representative") and shall have the power and authority, subject to the review and control of the Members, to manage and control, on behalf of the Company, any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes, including, for the avoidance of doubt, the authority to make any election under the Revised Partnership Audit Rules. If any state or local tax law provides for a tax matters partner or Person having similar rights, powers, authority or obligations, the Partnership Representative shall also serve in such capacity, subject to the review and control of the Members. Expenses incurred by the Partnership Representative acting in such capacity or in a similar capacity as set forth in this Section 8.2 shall be borne by the Company. Such expenses shall include, without limitation, fees of attorneys and other tax professionals, accountants, appraisers and experts, filing fees and reasonable out of pocket costs. The financial burden of any imputed underpayment (as determined under the Revised Partnership Audit Rules) or other tax assessment imposed on the Company and associated interest, adjustments to tax and penalties arising from an adjustment that are imposed on the Company shall be borne by the Members and former Members of the Company based on their proportionate interest in the Company during the applicable tax year under review, subject to any appropriate modifications to take into account the tax status of a Member or beneficial owner(s) thereof. For these purposes, the "Revised Partnership Audit Rules" means the provisions of Subchapter C of Subtitle A, Chapter 63 of the Code, as amended by the Bipartisan Budget Act of 2015 (together with any subsequent amendments thereto, Treasury Regulations promulgated thereunder, and published administrative interpretations thereof) or any corresponding provisions of applicable state, local, or non-U.S. tax laws. Notwithstanding anything herein to the contrary, the Partnership Representative shall not

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take any action that could reasonably be expected to materially and adversely affect any Member without the prior written consent of such Member.

(b) Subject to the foregoing provisions of this Section 8.2, each Member agrees that, upon request of the Partnership Representative, such Member shall provide such information, execute such instrument and take such other actions as may be necessary or reasonably requested (as determined in good faith by the Partnership Representative) to allow the Company to comply with any applicable tax reporting and/or withholding obligations, prepare for and participate in any tax proceedings, timely make any tax elections, and otherwise undertake actions relating to tax matters of the Company (including, to the extent applicable, actions to ensure compliance with the provisions of Section 6226 of the Code so that any "partnership adjustments" are taken into account by the Members and/or former Members rather than the Company). Each Member shall use its best efforts to provide the Partnership Representative with such information and execute such instruments as may be needed under the Revised Partnership Audit Rules or otherwise reasonably requested in connection with the Revised Partnership Audit Rules (including, for the avoidance of doubt, in connection with making any election thereunder)

(c) The Company shall indemnify the Partnership Representative (including the officers and directors of a corporate Partnership Representative) against judgments, fines, amounts paid in settlement, and expenses (including attorneys' fees) reasonably incurred by it or him in any civil, criminal or investigative proceeding in which it or they are involved or threatened to be involved by reason of being the Partnership Representative. Notwithstanding the provisions of the preceding sentence, the Company shall not indemnify the Partnership Representative from any liability for fraud, bad faith, willful misconduct or gross negligence. The indemnification provided hereunder (i) shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any applicable statute, agreement, vote of the Members, or otherwise, (ii) shall, in the event of any dissolution or termination of the Company, survive as a pro-rata personal obligations of the Members, and (iii) shall, in the event of any withdrawal by a Member or surrender or termination of a Member's Membership Interest, survive as a pro-rata personal obligation of such Member to the extent the events giving rise to the right of indemnity pre-dated such withdrawal or surrender.

(d) The Partnership Representative may employ tax counsel to represent the Company in connection with any tax audit or investigation of the Company and any administrative or judicial proceedings arising out of such audit. The reasonable fees and expenses of such counsel shall be a Company expense and shall be paid by the Company.

(e) This Section 8.2 shall survive the dissolution, liquidation, winding up and termination of the Company and shall survive any partial or complete transfer, disposition or withdrawal of interests of or by any Member, and shall remain binding on and enforceable against the Company, the Members and each former Member of the Company.

ARTICLE 9.
BOOKS, REPORTS AND COMPANY FUNDS

Section 9.1 Maintenance of Books. The books and records of the Company shall be kept, and its financial position and the results of its operations shall be recorded, in accordance with the accounting methods which the Members have elected to be followed by the Company for federal income tax purposes. The books and records of the Company shall reflect all business transactions of the Company and otherwise shall be appropriate and adequate for the Company's business. All books and records shall be available for examination by all of the Members upon request.

Section 9.2 Company Funds. The Company may not commingle the Company's funds with the funds of any Member or any Affiliate of any Member.

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ARTICLE 10.
TRANSFERS AND OTHER EVENTS

Section 10.1 Transfer Restrictions Generally.

(a) General. Each Member agrees that it will not, directly or indirectly, Transfer any Membership Interest (or any part thereof) except in accordance with the terms of this Agreement. Any attempt to Transfer or any purported Transfer of any Membership Interests not in accordance with the terms of this Agreement shall be null and void, and neither the Company nor any transfer agent of such Membership Interests shall give any effect to such attempted Transfer in its membership records, constitutive documents or other relevant documents or records.

(b) Securities Act. Each Member agrees that, in addition to the other requirements set forth in this Agreement, it will not Transfer any Membership Interests except (i) pursuant to an effective registration statement under the Securities Act, or (ii) unless such requirement is waived by the Company, upon receipt by the Company of (A) an opinion of counsel to the Member (which counsel and opinion are reasonably satisfactory to the Company), (B) an opinion of counsel to the Company (which opinion is reasonably satisfactory to the Company) or (C) a no-action letter from the SEC addressed to the Company or the Member, in each case to the effect that the Membership Interest does not constitute a security within the meaning of the Securities Act or that no registration statement is required in connection with such Transfer because of the availability of an exemption from registration under the Securities Act.

Section 10.2 Permitted Transfers. Subject to the additional restrictions set forth in Section 10.1, each of the Members agrees that it will not Transfer any Membership Interests, except (a) to a Permitted Transferee and in such case, only upon the Permitted Transferee's execution and delivery of an agreement joining and agreeing to be bound by this Agreement, and thereby become a party to this Agreement (a "Joinder Agreement"), or (b) pursuant to Section 10.3 (Call Option).

Section 10.3 Call Option.

(a) In the event that any Member (each of the following, a "Triggering Event"): (i) dies (if such Member is an individual) or is dissolved (if such Member is an entity); (ii) suffers a disability (as defined by Section 409A of the Internal Revenue Code); (iii) is subjected to a Bankruptcy; or (iv) is subjected to any other Involuntary Transfer of its Membership Interest, then the Company shall have the option, but not the obligation, to purchase all, but not less than all, of the Membership Interest of such Member (the "Subject Interest"), for the price and on the other terms and conditions set forth in on the other terms and conditions set forth in Sections 10.3(b).

(b) Upon the occurrence of a Triggering Event, the following procedures shall apply:

(i) The Company shall have the option, subject to the approval of the Members, to purchase the Subject Interest; provided, however, that neither the Member subject to the Triggering Event nor any estate or personal representative of such Member shall be entitled to vote with regard to the Company's determination of whether to exercise the option to purchase the Subject Interest. The Company may exercise the option by delivering written notice of an intent to exercise the option (an "Option Exercise Notice") to the Member subject to the Triggering Event (or the estate or personal representative of such Member) (the "Seller") on or before sixty (60) days after the later of (1) the occurrence of a Triggering Event or (2) the Company's receipt of actual knowledge of the Triggering Event (the "Outside Option Exercise Date").

(ii) If the Company timely exercises its option, the purchase price of the Subject Interest shall be the Call Option Purchase Price. After delivery of an Option Exercise Notice, the Seller and the Company will attempt in good faith to agree upon the Call Option Purchase Price. If the

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Seller and the Company are unable to agree on the Call Option Purchase Price on or before thirty (30) days after the delivery of the Option Exercise Notice, the Company will retain, at the Company's expense, an independent certified public accountant (the "Company CPA") to determine the Call Option Purchase Price (the "Initial Determination"). If the Seller objects to the Initial Determination and notifies the Company in writing of such objection within ten (10) days after receipt of the Initial Determination, the Seller shall retain, at the Seller's expense, an independent certified public accountant (the "Seller CPA") to determine the Call Option Purchase Price (the "Seller's Determination"). If the difference between the Initial Determination and the Seller's Determination is equal to or less than ten percent (10.0%) of the Initial Determination, the average of the Initial Determination and the Seller's Determination shall be the Call Option Purchase Price. If the difference between the Initial Determination and the Seller's Determination is greater than ten percent (10.0%) of the Initial Determination, then the Company CPA and the Seller CPA shall select an independent certified public accountant (the "Third CPA") to determine the Call Option Purchase Price, which determination shall be binding. The cost of the Third CPA shall be paid one-half by the Company and one-half by the Seller.

(iii) The closing of the purchase and sale pursuant to Section 10.3 shall be governed by the following procedures:

(A) If upon the Member's death the Company is the owner or beneficiary of insurance covering the Member's life, the closing (the "Closing") shall occur within thirty (30) days after the later of the final determination of the Call Option Purchase Price or the date on which the full life insurance policy proceeds are paid by the insurer and received by the beneficiary. If the life insurance proceeds received by the Company are sufficient to pay the Call Option Purchase Price in full, then the Call Option Purchase Price shall be paid in full at Closing in immediately available funds. If the life insurance proceeds received by the Company are insufficient to pay the Call Option Purchase Price in full, at the Closing the Company shall execute a promissory note for the difference between the amount of proceeds received by the Company and the Call Option Purchase Price (the "Difference") to be paid over twelve (12) equal quarterly installments commencing on the first day of the calendar quarter following the Closing, with interest accruing at a fixed rate equal to the prime lending rate published in The Wall Street Journal on the date of the Triggering Event plus three percent (3.0%) per annum (the "Governing Rate") and on such additional terms as are customary for a commercial promissory note (the "Note Terms"), including without limitation the following: the obligation may be prepaid, in whole or part, at any time without penalty; in the event of a payment default that remains uncured for ten (10) days after written notice is delivered to the payor, the payee may accelerate the remaining amount of the obligation, declare the entire obligation immediately due and payable, and recover from the payor all costs of collection, including attorney's fees.

(B) In all events other than that specified in Section 10.3(b)(iii)(A), the Closing shall occur on or before thirty (30) days after the final determination of the Call Option Purchase Price, and at the Closing the Company shall execute a promissory note for the Call Option Purchase Price to be paid over twelve (12) equal quarterly installments commencing on the first day of the calendar quarter following the Closing, with interest accruing at the Governing Rate and on the Note Terms.

(C) Upon the Closing, provided that the Company satisfies its obligations under Section 10.3(b)(iii)(A) or (B), as applicable, the Subject Interest shall be deemed to have been Transferred to the Company, the Member subject to the Triggering Event shall have no further rights or interest in the Company and the Seller shall cause to be executed and delivered such documents as the Company may determine to be reasonably necessary to reflect the Transfer of the Membership Interest to the Company, free and clear of all Liens. The Company will be entitled to receive customary representations as to title, authority and capacity to sell. The Company is hereby appointed as attorney-

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in-fact to transfer such Membership Interest on the books of the Company in the event of a sale pursuant to this Section 10.3.

(D) If the Company does not timely exercise the Call Option, or timely exercises the Call Option but fails to pay to the Seller the amount required to be paid at closing under Section 10.3(b)(iii)(A) or (B), then the Subject Interest may be Transferred pursuant to the Triggering Event but not otherwise, subject to Section 10.5.

(iv) If a Seller who is required to effect a Transfer of a Subject Interest pursuant to Section 10.3 fails to execute and deliver the appropriate documents required to effectuate such Transfer at the Closing, then the Company, at its option, may designate any bank or trust company having an office in Chattanooga, Tennessee as escrow agent to receive the Call Option Purchase Price on behalf of the Seller. Upon payment of the Call Option Purchase Price to the escrow agent, the Subject Interest shall be deemed to have been Transferred and the Member subject to the Triggering Event shall have no further rights or interest in the Company. The escrow agent shall deliver the Call Option Purchase Price (less the reasonable costs of such escrow) to the defaulting Seller upon delivery to the escrow agent of all documents necessary or appropriate, in the opinion of the Company, to effect the Transfer.

Section 10.4 Right of First Refusal. If a Member (the "Selling Member") wishes to Transfer any portion of such Member's Membership Interest to any Person from whom it receives a bona fide written offer to purchase its Membership Interest (an "Offeror"), such Selling Member shall first offer (the "ROFR") such Membership Interest to the Company, in accordance with the following procedures:

(a) The Selling Member shall deliver to the Company a written notice (a "ROFR Notice"), which shall (i) state the Selling Member's intention to sell its Membership Interest (the "ROFR Interests") pursuant to a bona fide written offer to purchase the same received from the Offeror (the "Third Party Offer"), (ii) identify the Offeror and set forth the price and other terms and conditions of such sale, and (iii) irrevocably offer the Company the option to acquire all but not less than all of the ROFR Interests at the price and upon the terms and subject to the conditions as set forth in the Third Party Offer (the "First Offer").

(b) The Company shall have the right and option, for a period of sixty (60) days after receipt of the ROFR Notice (the "Acceptance Period"), to accept the First Offer by notifying the Selling Member in writing of its desire to purchase the ROFR Interests on the terms and conditions set forth in the First Offer (the "Exercise Notice"). If the Company delivers an Exercise Notice during the Acceptance Period, the closing of the sale of the ROFR Interests to the Company shall occur within thirty (30) days after the delivery of the Exercise Notice (the "Closing Deadline"). Upon the closing, provided that the Company pays to the Selling Member the amount required to be paid at closing pursuant to the First Offer, the ROFR Interests shall be deemed to have been Transferred to the Company, the Selling Member shall have no further rights or interest in the Company with respect to the ROFR Interests, and the Selling Member shall cause to be executed and delivered such documents as the Company may determine to be reasonably necessary to reflect the Transfer of the Membership Interest to the Company, free and clear of all Liens. The Company will be entitled to receive customary representations as to title, authority and capacity to sell and to require a guaranteed signature of the Selling Member, as applicable. The Company is hereby appointed as attorney-in-fact to transfer such Membership Interest on the books of the Company in the event of a sale pursuant to this Section 10.4.

(c) If the Company does not deliver an Exercise Notice during the Acceptance Period, or the Company delivers an Exercise Notice during the Acceptance Period but fails to pay to the Selling Member the amount required to be paid at closing pursuant to the First Offer, then the other Members of the Company (collectively, the "Other Members") shall each have a right to purchase each of

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the Other Member's pro rata share, in proportion to each Member's Percentage Interest, of the ROFR Interests by delivering an Exercise Notice to the Selling Member within thirty (30) days after the end of the Company's Acceptance Period. In the event that any of the Other Members declines to purchase such Member's pro rata share of the ROFR Interest, the portion of the ROFR Interests available to the Other Members who deliver an Exercise Notice shall be increased proportionally, such that all of the ROFR Interests are purchased. If the Other Members deliver an Exercise Notice pursuant to this Section, the closing of the sale of the ROFR Interests to the Other Members shall occur within thirty (30) days after the delivery of the Exercise Notice (the "Closing Deadline"). Upon the closing, provided that the Other Members pay to the Selling Member the amount required to be paid at closing pursuant to the First Offer, the ROFR Interests shall be deemed to have been Transferred to the Other Members, the Selling Member shall have no further rights or interest in the Company with respect to the RORF Interests, and the Selling Member shall cause to be executed and delivered such documents as the Company or the Other Members may determine to be reasonably necessary to reflect the Transfer of the Membership Interest to the Other Members, free and clear of all Liens. The Other Members will be entitled to receive customary representations as to title, authority and capacity to sell and to require a guaranteed signature of the Selling Member, as applicable. The Company is hereby appointed as attorney-in-fact to transfer such Membership Interest on the books of the Company in the event of a sale pursuant to this Section 10.4.

(d) If neither the Company nor the Other Members delivers an Exercise Notice as specified above, or if the Other Members deliver an Exercise Notice but fail to pay to the Selling Member the amount required to be paid at closing pursuant to the First Offer, then the Selling Member shall have the right to Transfer the ROFR Interests to the Offeror pursuant to the terms set forth in the Third Party Offer (without any amendment thereto that would make such terms more favorable to the purchaser). If such Transfer is not consummated by the Selling Member within thirty (30) days after the expiration of the Acceptance Period (if an Exercise Notice is not delivered during the Acceptance Period) or within thirty (30) days after the Closing Deadline (if an Exercise Notice is delivered during the Acceptance Period but the purchasing party fails to pay to the Selling Member the amount required to be paid at closing pursuant to the First Offer), as applicable, then the Selling Member must again comply with the ROFR in order to sell the ROFR Interests to the Offeror or any other Person.

Section 10.5 Substituted Member.

(a) Upon a Transfer which has been approved by the Members pursuant to Section 10.2, the transferee, upon the transferee's execution of a Joinder Agreement, shall be admitted as a Substituted Member entitled to all the rights of a Member with respect to the Membership Interests that are Transferred.

(b) Upon the admission of a Substituted Member, Schedule A shall be amended to reflect the name, address and Membership Interests and other interests in the Company of such Substituted Member and to eliminate the name and address of and other information relating to the Transferring Member with regard to the Transferred Membership Interests.

(c) Any Transfer and any related admission of a Person as a Substituted Member in compliance with this Article 10 shall be deemed effective on the first date as of which with the applicable requirements of this Agreement have been satisfied.

ARTICLE 11.
DISSOLUTION, LIQUIDATION AND TERMINATION

Section 11.1 Dissolution. The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:

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(a) The approval of a Unanimous Interest of Members; and

(b) The entry of a decree of judicial dissolution of the Company under the Act.

Except as otherwise provided herein, the death, bankruptcy, incompetency, retirement, resignation, expulsion or dissolution of a Member, or the occurrence of any other event that terminates the continued membership of a Member in the Company, shall not dissolve or terminate the Company. In the event of any such event, the executor, administrator, guardian, trustee or other personal representative (if any) of such Member shall be deemed to be the assignee of such Member's Membership Interests and may, subject to the terms and conditions set forth in Article 10, become a Substituted Member. Notwithstanding any other provision of this Agreement, the bankruptcy of a Member will not cause that Member to cease to be a member of the Company, and upon the occurrence of such an event, the business of the Company shall continue without dissolution. Upon the occurrence of the circumstances described in Section 11.1(a) or 11.1(b), the Company shall file notice of dissolution with the Secretary of State of Tennessee.

Section 11.2 Liquidation and Termination. On dissolution of the Company, the Members shall select a qualified Person to act as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions of the Company's assets as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution of the Company's assets, the liquidator shall continue to operate the Company's business with all of the power and authority of an Officer. The steps to be accomplished by the liquidator are as follows:

(a) As soon as possible, collect and pay debts, obligations, and liabilities in accordance with the Act and thereafter cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(b) The liquidator shall cause the Company's property to be liquidated as promptly as is consistent with obtaining the fair market value thereof.

(c) The liquidator shall distribute the proceeds of such liquidation and any other assets of the Company (subject to any requirement under the Act) in the following order of priority:

(i) First, to the payment and discharge of all of the Company's known and unknown debts and liabilities (other than those to the Members), including the establishment of any necessary reserves for the payment of unknown debts or contingent liabilities of the Company;

(ii) Second, to the payment of any debts and liabilities to the Members; and

(iii) The balance, if any, in accordance with the priorities set forth in Section 6.4(c).

The distribution of all of the cash and other property of the Company in accordance with the provisions of this Section 11.2(c) shall constitute a complete return to all of the Members of their respective Capital Contributions and a complete distribution to the Members of their interests in the Company and all the Company's property.

Section 11.3 Articles of Termination. On completion of the distribution of the Company's assets as provided in Section 11.2, the Company shall file articles of termination, and at such time the legal existence of Company shall terminate as required by the Act.

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ARTICLE 12.
GENERAL PROVISIONS

Section 12.1 Notices. All notices given pursuant to this Agreement shall be in writing and shall be deemed given and effective: (a) when personally delivered, (b) on the earlier of actual receipt thereof or three (3) business days after depositing the same in the U.S. Mail, with first-class postage pre-paid, addressed to the noticed party at the address specified herein, (c) on the earlier of actual receipt thereof or one (1) business day following the date deposited for overnight delivery with Federal Express or other national overnight carrier, or (d) if given to a Member (but not to the Company), when sent by email. For purposes of notice, the mailing address of the Company shall be the address of the Company's registered agent or principal place of business designated in the Articles, and the mailing and email addresses of the Members shall be as stated on the attached Schedule A; provided, however, that each Member shall have the right to change any address with notice hereunder to any other location by the giving of thirty (30) days' notice to the Company in the manner set forth above. Whenever any notice is required to be given by law or this Agreement, a written waiver thereof signed by the Person entitled to such notice, whether before or after the time stated at which such notice is required to be given, shall be deemed equivalent to the giving of such notice.

Section 12.2 Entire Agreement. This Agreement, together with all Schedules and Exhibits hereto, constitutes the entire agreement of the Members relating to the Company with respect to the subject matter hereof, and supersedes any and all prior contracts or agreements with respect to the subject matter hereof, whether oral or written.

Section 12.3 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder or with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person hereunder or with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default hereunder or with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run. No waiver shall be binding unless executed in writing by the party making the waiver.

Section 12.4 Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument signed by a Unanimous Interest of Members.

Section 12.5 Binding Effect. Subject to the restrictions on Transfers set forth in this Agreement, this Agreement shall be binding on, and inure to the benefit of, the Members and their respective heirs, legal representatives, successors and permitted assigns.

Section 12.6 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Tennessee, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. In the event of a direct conflict between the provisions of this Agreement and any provision of any mandatory provision of the Act, the applicable provision of the Act shall control.

Section 12.7 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate or perform the provisions of this Agreement and those transactions.

Section 12.8 Waiver of Certain Rights. To the fullest extent permitted by law, each Member irrevocably waives any right to maintain any action for dissolution of the Company or for partition of the property of the Company.

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Section 12.9 Waiver of Termination Rights. The following provisions of the Act are waived: §§ 48-249-503(a)(1), (a)(3), (a)(5), (a)(7), (a)(8), (a)(9), (a)(10), (a)(11), (a)(12) and (b)(1). No Member shall have the power or right to terminate such Member's Membership Interest, by withdrawal or otherwise, except as set forth in this Agreement. Any termination of a Membership Interest permitted by this Agreement shall only have the effect set forth herein and shall not have the effect set forth in § 48-249-505 of the Act, which is hereby waived.

Section 12.10 Notice to and Consent of Members. By executing this Agreement, each Member acknowledges that it has actual notice of and consents to (a) all of the provisions hereof (including the restrictions on Transfer set forth in Article 10) and (b) all of the provisions of the Articles.

Section 12.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

Section 12.12 CONSENT TO JURISDICTION; VENUE. **EACH MEMBER IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES EASTERN DISTRICT COURT FOR TENNESSEE AND THE STATE COURTS OF THE STATE OF TENNESSEE LOCATED IN CHATTANOOGA, TENNESSEE, FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH MEMBER FURTHER AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY U.S. CERTIFIED OR REGISTERED MAIL TO SUCH MEMBER'S RESPECTIVE ADDRESS SET FORTH ON SCHEDULE A SHALL BE EFFECTIVE SERVICE OF PROCESS IN ANY ACTION, SUIT, OR PROCEEDING IN TENNESSEE WITH RESPECT TO ANY MATTERS TO WHICH IT HAS SUBMITTED TO JURISDICTION AS SET FORTH ABOVE IN THE IMMEDIATELY PRECEDING SENTENCE. EACH MEMBER IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IN THE COURTS SET FORTH IN THIS SECTION 12.12, AND HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.**

Section 12.13 WAIVER OF JURY TRIAL. **EACH MEMBER HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. EACH MEMBER HERETO ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND, WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF SUCH PARTY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH MEMBER FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER**

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ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 12.14 Headings. The headings used in this Agreement are for the purpose of reference only and shall not otherwise affect the meaning or interpretation of any provision of this Agreement.

Section 12.15 Remedies. The Company and the Members shall be entitled to enforce their rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement (including costs of enforcement) and to exercise any and all other rights existing in their favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that the Company or any Member may in its sole discretion apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation or threatened violation of the provisions of this Agreement.

Section 12.16 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 12.17 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 12.18 Certain Conventions. Unless the context otherwise requires, the masculine when used herein shall include the feminine and neuter and vice versa. The words "herein" and "hereof" and words of similar import refer to this Agreement as a whole and not to any particular article, section or provision. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." All references to statutes shall include all amendments of same and implementing regulations any amendments of same and any successor statutes and regulations; to any agreement, instrument or other documents (including this Agreement) shall include any and all amendments, modifications and supplements thereto and any and all substitutions, replacements, restatements, extensions or renewals thereof; and to any Person shall mean and include the successors and permitted assigns of such Person.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the Members have executed this Agreement as of the Effective Date.

MEMBERS:

DocuSigned by:
Josh Mongoven
27597EA0627D410...
Josh Mongoven

DocuSigned by:
0CC5205B04A14D0...
Devin Chapnick

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CONVENIENT COCKTAIL COMPANY LLC

SCHEDULE A

MEMBER INFORMATION

Member Name and Address	Number of Units	Percentage Interest	Initial Capital Contribution
Josh Mongoven [redacted]	51	51%	$1011
Devin Chapnick [redacted]	49	49%	$1011

JOINDER AGREEMENT TO THE OPERATING AGREEMENT FOR CONVIENT COCKTAIL COMPANY, LLC

THIS JOINDER AGREEMENT TO AMENDED AND RESTATE THE OPERATING AGREEMENT FOR CONVIENT COCKTAIL COMPANY, LLC (this "Agreement") is executed and delivered this 1st day of January 2026 by CAITLIN CHAPNICK and is effective as of the date hereof. All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Amended and Restated Operating Agreement of Convenient Cocktail Company, LLC dated as of November 30, 2022, as amended, by and among the Members of the Company as defined therein (the "Operating Agreement").

WHEREAS, Caitlin Chapnick desires to purchase a Thirty Percent (30%) interest in the Company (a "Member's Interest"), pursuant to a debt satisfaction agreement whereby Caitlin Chapnick forgives all debt owed to her and for the sweat equity she expended for the Company;

WHEREAS, in connection with the purchase of the Member's Interest, Caitlin Chapnick e must, among other things, become a party to the Operating Agreement;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Caitlin Chapnick hereby acknowledges and agrees with the Company that he is a signatory and party to the Operating Agreement as of the date first written above and thus subject to all terms and conditions of the Operating Agreement applicable to each Member of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the day and year first set forth above.

BY: Caitlin Chapnick
Caitlin Chapnick

ACCEPTED:

CONVENIENT COCKTAIL COMPANY, LLC

By: _____
Devin Chapnick, Member

By: _____
Josh Mongoven, Member

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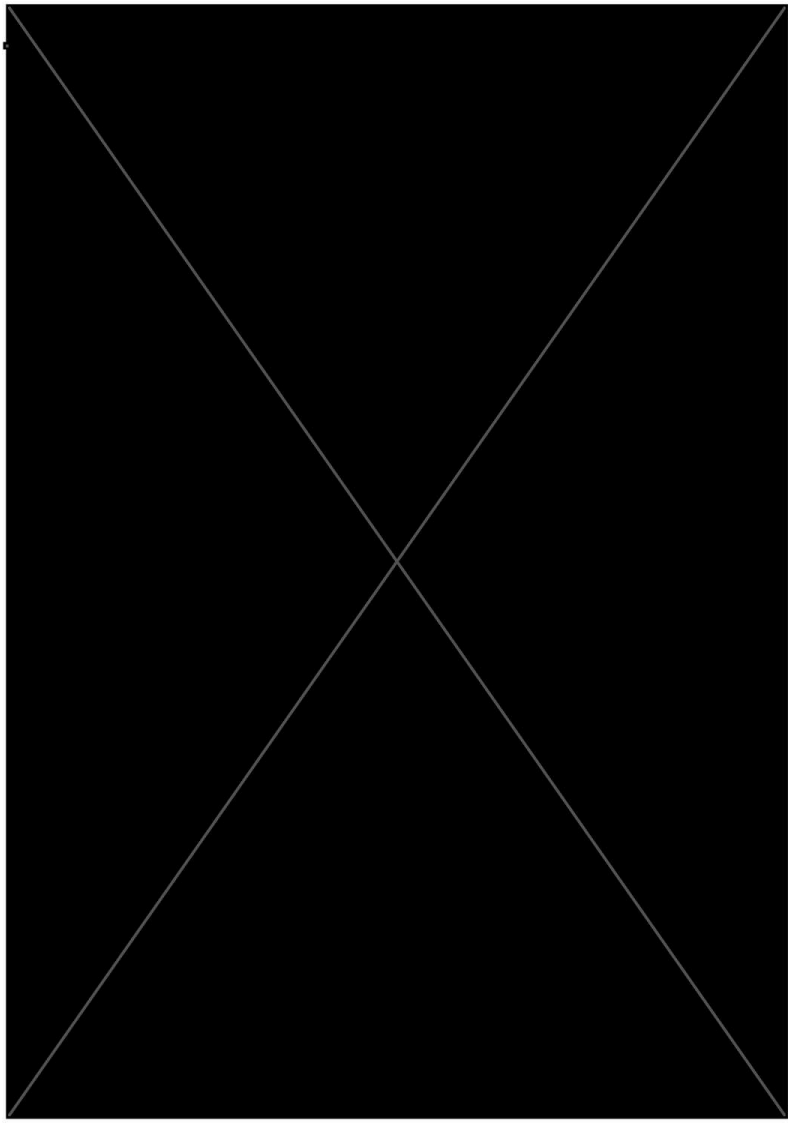
Dropbox Sign

Audit trail

Title	CCC Operating Agreement Amendment
File name	Joinder_Agreement_Caitlin.docx
Document ID	41c97bd033f13840cf7346ed868966db3902a3cc
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**09 / 08 / 2026** 16:53:58 UTC	
VIEWED	**09 / 08 / 2026** 16:54:01 UTC	
SIGNED	**09 / 08 / 2026** 16:54:30 UTC	
VIEWED	**09 / 08 / 2026** 17:59:01 UTC	
SIGNED	**09 / 08 / 2026** 17:59:13 UTC	



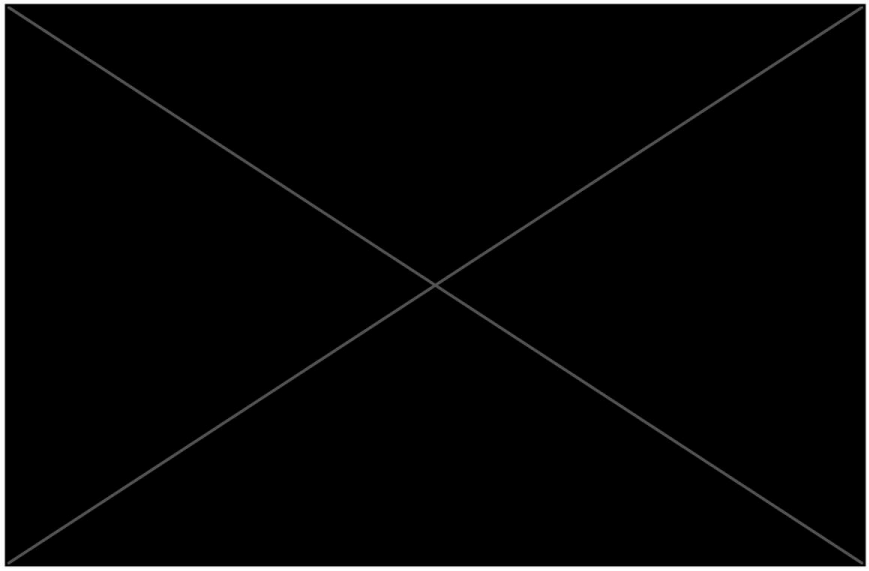
Dropbox Sign

Audit trail

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Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

VIEWED	**09 / 08 / 2026** 18:02:41 UTC
SIGNED	**09 / 08 / 2026** 18:04:47 UTC
COMPLETED	**09 / 08 / 2026** 18:04:47 UTC



CONVENIENT COCKTAIL COMPANY, LLC

ASSIGNMENT OF LIMITED LIABILITY COMPANY INTEREST

The undersigned Josh Mongoven ("Assignor"), member of Convenient Cocktail Company, LLC, a Tennessee limited liability company (the "Company"), in consideration of fifteen thousand and 00/100 dollars ($15,000.00) (the "Purchase Price") and a complete mutual release, for Assignor's Interest (as hereinafter defined) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby transfer, convey and assign to Convenient Cocktail Company, LLC ("Assignee"), Assignor's entire limited liability company interest in the Company, consisting of thirty-five (35) Units representing a thirty-five percent (35%) Percentage Interest, with its attendant rights, duties and obligations (collectively, the "Interest"), including, but not limited to, all capital accounts, distributions of cash or other property, all causes of action, claims or other rights whenever arising from Assignor's ownership of the Interest, and all tax attributes relating to the Interest, and all and any other claims of ownership with respect to the Company.

The Purchase Price shall be paid by Assignee to Assignor in full at the time of the signing of this Assignment, and Assignor's execution of this Assignment shall constitute Assignor's acknowledgment that the Purchase Price has been received in full.

Upon the execution of this Assignment, Assignor shall cease to be a Member of the Company and shall have no further rights as a Member of the Company, including, without limitation, any right to vote, to receive distributions, or to participate in the management of the Company.

Assignor does hereby represent and warrant unto Assignee and agrees as follows:

(a) The Interest is free and clear of all liens, charges and encumbrances;

(b) Assignor has full power, authority and legal right to make the within assignment of the Interest.

(c) Assignor, for himself and his heirs, successors and assigns, further covenants and agrees that he will at any time and from time to time at the request of Assignee, its successors or assigns, do, execute and deliver, or cause to be done, executed or delivered, all such further acts, transfers, assignments or conveyances, so as to assure the Assignee, its successors or assigns, full right, title, interest, and benefit in or to the Interest conveyed hereby.

This Assignment shall be deemed to constitute a complete accord and satisfaction of all claims arising out of or to arise out of the transaction described above and is meant to put at final and complete rest any presently existing or potential litigation and claims among the parties.

The parties declare that the terms of this Assignment have been completely read and are fully understood and voluntarily accepted for the purposes of making a full and final assignment of the Interest and settlement of any and all claims, disputed or otherwise, on account

of the transaction above-mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforementioned transaction.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effective as of the ____ day of October, 2026.

ASSIGNOR:

Josh mongoven
Josh Mongoven

ASSIGNEE:
CONVENIENT COCKTAIL COMPANY, LLC

Devin Chapnick
By: Devin Chapnick, Member

Caitlin Chapnick
By: Caitlin Chapnick, Member

Devin Chapnick and Caitlin Chapnick, as the remaining Members of the Company, do hereby join in the execution of the within Assignment for the following purposes:

(1) to consent to and approve the within Assignment as a Permitted Transfer, as such term is defined in the Company's Operating Agreement;

(2) to acknowledge and agree that the Interest shall be retained by the Company as an unallocated membership interest and that no Member shall receive any portion of the Interest; and

(3) to waive any and all rights of first refusal, options or other rights to purchase the Interest under Article 10 of the Operating Agreement or otherwise.

Dated ____ day of October, 2026.

Devin Chapnick
By: Devin Chapnick, Member

Caitlin Chapnick
By: Caitlin Chapnick, Member

Signature: 
Devin Chapnick (Oct 9, 2026 13:18:54 EDT)

Email: [redacted]

Signature: Caitlin Chapnick
Caitlin Cha nick Oct 9, 2026 12:25:36 EDT

Email: [redacted]

Signature: 
Jason Mongoven (Oct 15, 2026 13:40:45 EDT)

Email: [redacted]

UNANIMOUS CONSENT TO AMEND SCHEDULE A OF OPERATING AGREEMENT OF CONVENIENT COCKTAIL COMPANY, LLC

The following constitutes the Fourth Amendment to Schedule A of the Operating Agreement of Convenient Cocktail Company, LLC ("CCC"), duly adopted by unanimous consent of all of the Members at a specially called meeting held on the _9th_ day of October, 2026.

WHEREAS, Member Josh Mongoven desired to sell all of his interest in CCC, consisting of thirty-five (35) Units representing a thirty-five percent (35%) Percentage Interest;

WHEREAS, by unanimous consent, CCC and its Members approved the sale of Mr. Mongoven's interest to CCC as a Permitted Transfer and waived all rights of first refusal under Article 10 of the Operating Agreement;

WHEREAS, CCC purchased all of Mr. Mongoven's interest in CCC for $15,000.00, paid in full at the time of signing, pursuant to the Assignment of Limited Liability Company Interest dated **CCC Operating Agreement** the 9th day of October, 2026;

WHEREAS, CCC and its Members do not wish to redistribute the 35% ownership interest previously held by Mr. Mongoven;

WHEREAS, the Members of CCC agree and consent that no Member shall receive interest from the purchase of Josh Mongoven's interest in CCC;

WHEREAS, Remaining LLC Members Devin Chapnick and Caitlin Chapnick will each absorb a portion of the 35% interest in CCC previously held by Mr. Mongoven;

BE IT RESOLVED by unanimous consent that Schedule A of the Operating Agreement of Convenient Cocktail Company, LLC is hereby amended in its entirety and replaced with Schedule A attached hereto and incorporated herein by reference.

LET IT BE FURTHER RESOLVED that this amendment shall be effective as of the _1st___ day of October, 2026.

It is so Agreed this __9th__ day of October, 2026.

CONVENIENT COCKTAIL COMPANY, LLC

By: _____
Devin Chapnick, Member

By: _____
Caitlin Chapnick, Member

CONVENIENT COCKTAIL COMPANY, LLC
SCHEDULE A
(effective October __1st__, 2026)

MEMBER INFORMATION Member Name and Address	**Number of Units**	**Percentage Interest**	**Initial Capital Contribution**
Devin Chapnick [redacted]	50	50%	$1,011.00
Caitlin Chapnick [redacted]	50	50%	$13,600.00

It is so Agreed this __9th__ day of October, 2026.

CONVENIENT COCKTAIL COMPANY, LLC

By: _____
Devin Chapnick, Member

By: _____
Caitlin Chapnick, Member