INTERESTS REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE FEDERAL SECURITIES LAWS OR THE SECURITIES LAWS OF ANY STATE. THE INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE DISPOSED OF UNLESS SO REGISTERED OR QUALIFIED OR UNLESS AN EXEMPTION EXISTS, THE AVAILABILITY OF WHICH IS ESTABLISHED BY AN OPINION OF COUNSEL (WHICH OPINION AND COUNSEL SHALL BOTH BE SATISFACTORY TO THE MANAGER). TRANSFER IS ALSO RESTRICTED BY THE TERMS OF THIS AGREEMENT AND TRANSFERS WHICH VIOLATE THE PROVISIONS OF THIS AGREEMENT MAY BE VOID OR VOIDABLE.

OPERATING AGREEMENT

OF

GOODEGG WEALTH FUND II, LLC

A WYOMING LIMITED LIABILITY COMPANY

Dated as of December 13, 2022

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OPERATING AGREEMENT

OF

GOODEGG WEALTH FUND II, LLC

THIS OPERATING AGREEMENT effective as of December 13, 2022 (the "*Effective Date*"), is made by and among GOODEGG WEALTH FUND II, LLC, a Wyoming limited liability company (the "*Company*"), Goodegg Investments, LLC, a California limited liability company (the "*Manager"),* and the undersigned members and each of those parties listed on the signature pages hereto or who agree to be bound by the terms of this Agreement by way of joinder, or who shall hereafter be admitted as members pursuant to Section 4.3 and Article 7 of this Agreement (collectively, the "*Members*").

RECITALS

WHEREAS, the Company was formed under the Act on December 13, 2022, by filing Articles of Organization with the Wyoming Secretary of State office; and

WHEREAS, the Members now desire to enter into this Agreement to reflect the agreement among the Members, the Manager, and the Company.

NOW, THEREFORE, in consideration of the mutual promises, agreements and obligations set forth herein, the Company, the Manager and the Members agree to be governed by the provisions set forth herein.

ARTICLE 1. DEFINITIONS

Section 1.1 Defined Terms. For purposes of this Agreement, the following terms have the meanings indicated.

"*Act"* means the Wyoming Limited Liability Company Act, as amended from time to time.

"*Additional Capital Contribution*" means additional consideration contributed to the Company by each Member (including any Additional Member) other than the Initial Capital Contribution and any Subsequent Capital Contributions.

"*Additional Member"* means any person not previously a Member who acquires Units and is admitted as a Member. An Additional Member may become a Member of the Company, or they may merely hold a Participation Interest in the Company.

"*Affiliate"* means any of the following persons or any person who controls, is controlled by, or is under common control with any of the following persons: a Member; a Member's Immediate Family member; or a Legal Representative, successor, Assignee, or trust for the benefit of a Member or any Member's Immediate Family members. For purposes of this definition, *control* means the direct or indirect power to direct or cause the direction of the person's management and policies, whether by owning voting securities, partnership, or other ownership interests; by contract; or otherwise.

"*Agreement"* means this Company Operating Agreement, as amended from time to time.

"Applicable Law" means the Act, the Code, the Securities Act, all pertinent provisions of any agreements with any Governmental Authority and all pertinent provisions of any Governmental Authority's: (i) constitutions, treaties, statutes, laws, common law, rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders; (ii) consents or approvals; and (iii) orders, decisions, advisory opinions, interpretative opinions, injunctions, judgments, awards, and decrees.

"*Articles of Dissolution*" has the meaning set forth in Section 8.6.

"*Articles of Organization*" has the meaning set forth in the Recitals.

"*Assignee"* means the recipient of Units by assignment.

"*Business Day*" means a day other than a Saturday, Sunday, or other day on which federal banks are authorized or required to close.

"*Capital Account"* means the account established and maintained for each Member under Treasury Regulation Section 1.704-1(b)(2)(iv), as amended from time to time and is further defined in Section 5.2.

"*Capital Call*" has the meaning set forth in Section 5.3(a).

"*Capital Contribution"* means the total cash and other consideration contributed and agreed to be contributed to the Company by each Member. Each is shown in Schedule A, attached to and incorporated into this Agreement. Any reference in this Agreement to the Capital Contribution of a current Member means the Total Capital Contribution by such Member as defined in Section 5.1.

"*Capital Contribution Commitment*" has the meaning set forth in Section 5.3(a).

"Capital Return" has the meaning set forth in Section 6.4(f).

"*Cash Transaction*" has the meaning set forth in Section 6.4(f).

"*Class A Units*" has the meaning set forth in Section 4.1(a)(1).

"*Class B Units*" has the meaning set forth in Section 4.1(a)(1).

"*Class C Units*" has the meaning set forth in Section 4.1(a)(1).

"*Class D Units*" has the meaning set forth in Section 4.1(a)(1).

"*Class E Units*" has the meaning set forth in Section 4.1(a)(1).

"*Class F Units*" has the meaning set forth in Section 4.1(a)(2).

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Company"* has the meaning set forth in the Introduction.

"*Defaulting Member*" has the meaning set forth in Section 5.3(b).

"*Deployed Funds*" has the meaning set forth in Section 5.3(c).

"*Effective Date*" has the meaning set forth in the Introduction.

"*Event of Cause*" has the meaning set forth in Section 3.2.

"*Fair Market Value*" means the price an asset would sell for on the open market when certain conditions are met, such as that the parties involved are aware of all the facts, are acting in their own interest, are free of any pressure to buy or sell, and have ample time to make the decision.

"*Immediate Family"* means any Member's spouse or spousal equivalent (but not a spouse or spousal equivalent who is legally separated from the person under a decree of divorce or separate maintenance), parents, parents-in-law, descendants (including descendants by adoption), spouses or spousal equivalents of descendants (but not a spouse or spousal equivalent who is legally separated from the person under a decree of divorce or separate maintenance), brothers, sisters, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and grandchildren-in-law.

"*Initial Capital Contribution*" has the meaning set forth in Section 5.1.

"*IRR*" has the meaning set forth in Section 6.4(f).

"Legal Representative" means an individual who represents or stands in the place of another individual under authority recognized by law with respect to that other individual's property or interests.

"*Manager"* means any individual or legal entity designated in this Agreement as a Manager. A Manager conducts the business of the Company and is authorized to exercise the powers and duties of Manager detailed in this Agreement. The Manager is identified in the Introduction.

"*Member"* means any person designated in this Agreement as a Member or any person who becomes a Member under this Agreement.

"*Member Designation*" has the meaning set forth in Section 13.1.

"*Membership Interest(s)*" has the meaning set forth in Section 4.2(e).

"*Net Capital Contributions*" has the meaning set forth in Section 6.4(f).

"*Net Cash Proceeds*" has the meaning set forth in Section 6.4(f).

"*Net Distributable Cash*" has the meaning set forth in Section 6.4(a).

"*Non-Deployed Funds*" has the meaning set forth in Section 5.3(c).

"Offering" has the meaning set forth in Section 2.1.

"*Participation Interest*" has the meaning set forth in Section 4.3(b).

"*Partnership Representative*" has the meaning set forth in Section 13.5.

"*Percentage Interest*" means, with respect to any Member, a fraction (expressed as a percentage), the numerator of which is the total number of Units held by such Member and the denominator of which is the total number of Units outstanding.

"*Preferred Return*" has the meaning set forth in Section 6.4(f).

"*Preferred Return Balance*" has the meaning set forth in Section 6.4(f).

"*Property*" and "*Properties*" have the meaning set forth in Section 2.1.

"Securities Act" has the meaning set forth in Section 12.4.

"*Selling Member*" has the meaning set forth in Section 7.2(a).

"*Sponsor*" means Goodegg Syndication I, LLC, a Wyoming limited liability company.

"*Subscription Agreement*" has the meaning set forth in Section 5.3(a).

"*Subsequent Capital Contribution*" has the meaning set forth in Section 5.3(a).

"Total Capital Contribution" has the meaning set forth in Section 5.1.

"*Transfer Value*" has the meaning set forth in Section 7.3.

"*Units"* means the fractional ownership interest and rights of a Member in the Company, including the Member's right to a distributive share of the profits and losses, the distributions, and the property of the Company. All Units are subject to the restrictions on transfer imposed by this Agreement. Each Member's Units are personal property and no Member will acquire any interest in any of the assets of the Company. A Unit may be further defined as a "*Class A Unit*," a "*Class B Unit*," a "*Class C Unit*," a "*Class D Unit*," a "*Class E Unit,*" or a "*Class F Unit*."

"Voluntary Capital Call" has the meaning set forth in Section 5.4

Section 1.2 Interpretation; Terms Generally. The definitions set forth in Section 1.1 and elsewhere in this Agreement apply equally to both the singular and plural forms of the terms defined. Unless otherwise indicated, the words "include," "includes," and "including" are to be read as being

followed by the phrase "without limitation." The words "herein," "hereof," and "hereunder" and words of similar import are to be read to refer to this Agreement (including any Appendices, Schedules and Exhibits hereto) in its entirety and not to any part hereof. All references herein to Articles, Sections, Appendices, Schedules and Exhibits refer to Articles and Sections of the body of, and the Appendices, Schedules, and Exhibits to, this Agreement, unless otherwise specified. Article or Section titles or captions contained in this Agreement are inserted only as a matter of convenience and references, and such Article or Section titles or captions in no way define, limit, extend, or describe the scope of this Agreement nor the intend of any provisions hereof. Unless otherwise specified, any references to any agreement or other instrument or to any statute or regulation (including in each case references in Section 1.1)) are to such agreement, instrument, statute, or regulation as amended, supplemented, or restated from time to time (and, in the case of a statute or regulation, to any corresponding provisions of successor statutes or regulations). Any reference in this Agreement to a "day" or number of "days" that does not refer explicitly to a Business Day or Business Days is to be interpreted as a reference to a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action or notice may be deferred until, or may be taken or given on, the next Business Day.

ARTICLE 2. THE COMPANY

Section 2.1 Purpose. The Company is organized primarily to raise money through a 506(c) private equity offering under the Securities Act and Regulation D promulgated thereunder (the "*Offering*") and to pool such funds and use them to invest in, manage, and operate a portfolio of multifamily apartment communities located primarily in Arizona, Texas, North Carolina, South Carolina, and Florida, however the Company reserves the right to invest in properties located anywhere in the United States (the "*Property*" or the *Properties"*). Notwithstanding the foregoing, the Company may conduct any legal and lawful business pursuant to the Act.

Section 2.2 Business Office; Records; Access to Company Records. The principal business office of the Company shall be located at 18 Bartol Unit 1168, San Francisco, CA 94133, or such other place as the Manager of the Company may designate. The mailing address of the Company is 18 Bartol Unit 1168, San Francisco, CA 94133. The following documents, books and records shall be maintained at the principal place of business of the Company and each Member shall have access thereto during ordinary business hours:

(a) a list of the names and the addresses of present Members and Manager;

(b) a copy of the Articles of Organization and all amendments, plus any power of attorney pursuant to which any amendment has been executed;

(c) minutes of Member meetings;

(d) a statement describing Capital Contributions and rights to distributions upon Member resignations, which may be contained in this Agreement, as amended from time to time;

(e) any written consents of Members to action without a meeting, and

(f) copies of the Company's federal, state and local income tax returns and financial statements for the last three years.

Section 2.3 Additional Documents. Each Member hereby agrees to execute and deliver to the Company, within five days after receipt of a written request, such certificates, instruments and other documents and to take such other action as the Company reasonably deems necessary or advisable to comply with all requirements for the operation of a limited liability company under the Act and as necessary or, in the judgment of the Manager, advisable to comply with the laws of any other jurisdiction where the

Company elects to do business, and to enable the Company to fulfill its responsibilities under this Agreement.

ARTICLE 3. MANAGEMENT

Section 3.1 Management by Manager; Number of Manager; Initial Manager. The business and affairs of the Company shall be managed by the Manager, and management shall not be reserved to the Members. The Manager may designate officers of the Company for the day-to-day operations. No person, firm or corporation dealing with the Company shall be required to inquire into the authority of the Manager or officer to take any action or make any decision. On the Effective Date, there shall initially be one Manager: Goodegg Investments, LLC, a California limited liability company. The Manager shall be entitled to certain compensation, fees, and other forms of remuneration from the Company in addition to reimbursement of its expenses. See "Exhibit A - Management Fees and Compensation" attached hereto.

Section 3.2 Qualifications of Manager; Method of Filling Vacancies; Resignation and Removal. A Manager need not be a Member of the Company. A Manager may resign at any time. The Members may not remove the Manager except upon an Event of Cause. Additional Managers may be appointed by the Manager, or, if more than one Manager is serving, by majority vote of the Managers.

(a) In the event no Manager is serving, a vacancy shall be filled by the majority vote of Members entitled to vote on a matter or by written consent of Members pursuant to Section 4.4(d) of this Agreement. Except as otherwise provided by the Act or the Articles of Organization, each Manager, including a Manager elected to fill a vacancy, shall hold office until the Manager's death, bankruptcy, mental incompetence, resignation or removal.

(b) A Manager may be removed only upon an Event of Cause with the vote of 85% of the Interests of the Members. For purposes of removal of a Manager, an "Event of Cause" shall mean any of the following:

(1) a material breach by the Manager of its covenants under this Agreement that has a material adverse effect on the Company, and the continuation thereof for a 30-day period after written notice has been given to the Manager specifying such breach, and requiring such breach be remedied; or

(2) any act of fraud, gross negligence or willful misconduct by the Manager in the performance of its obligations under this Agreement.

(c) The proposed removal of any Manager shall first be subject to written notice setting forth the alleged basis for the removal. Upon receipt of written notice, the recipient Manager shall have up to thirty (30) days to cure the alleged basis for removal. Any dispute regarding whether the alleged basis has been cured shall be subject to the dispute resolution provisions of Article 9. For purposes of Section 3.2(b)(i), "material" means having a dollar value in excess of $75,000 or is an act for which the Company's privilege licenses could be suspended or revoked.

(d) Following a removal for an Event of Cause, the former Manager shall not be entitled to any further compensation, fees or other forms of remuneration from the Company, including those set forth on Exhibit A, but a former Manager will continue to receive distributions based on their status as a Class A, B, C, D, or E Member, as applicable, in accordance with Section 6.4. Any Manager who holds Class A, B, C, D, of E Units as a Member in the Company, shall not forfeit such Units in the Company solely as a result of their removal. However, a former Manager shall immediately forfeit their Class F Units upon resignation or removal for an Event of Cause (unless the remaining Managers unanimously agree otherwise), and such Units shall be distributed to the remaining Class F Members on a *pro rata* basis or as they otherwise agree.

(e) A Manager who is removed, but still holds Membership Interests as a Class A, B, C, D, or E Member, may not cast a vote to appoint themselves as Manager any time after they have been removed as such. A former Manager holding Class A, B, C, D, or E Units is entitled to vote to elect a new Manager, but, once removed, may never cast a vote electing themselves as Manager.

Section 3.3 Rights and Duties of the Manager.

(a) General. The Manager shall participate in the direction, management, and control of the business of the Company to the best of its ability. In the event there is ever more than one Manager, the Managers shall in all cases act as a group. Unless otherwise stated within this Agreement, the Manager shall take action upon the vote or consent of the majority of Managers. Any vote of the Managers may be taken at a meeting called for such purpose, or in lieu of a meeting, by unanimous written consent of the Managers. In the event the Managers reach a deadlock on a Voting Matter, the Company shall confer with a neutral third-party mediator. The principals of Goodegg Investments, LLC, Julie Lam and Annie Dickerson, shall have signatory authority as Manager of the Company.

(b) General Authorization. Subject to any specific limitations contained in this Agreement, the Manager shall:

(1) have full, exclusive and complete authority and discretion in the management and control of the affairs of the Company;

(2) make all decisions affecting the Company's affairs and perform, when appropriate in their judgment, any and all acts or activities customary or incident to the management of the Company's business;

(3) conduct the business of the Company to the best of its ability in a good and businesslike manner; and

(4) devote to the Company such of the Manager's time as reasonably is needed by the business contemplated under this Agreement, but the Manager shall not otherwise be required to devote their full time to the conduct of the Company's affairs.

(c) Specific Authorization. Without limiting the foregoing powers conferred upon the Manager within, it is hereby expressly declared that the Manager shall have the authority to take the following actions without further authorization by the Members so long as the Manager approves of such actions as set forth in Section 3.3(a) above:

(1) to issue additional Units in the Company;

(2) to appoint, employ, remove, suspend or discharge such officers, agents, contractors, and subordinate managers, permanently or temporarily, as from time to time he, she or it may deem advisable; to determine the duties of each such person; and to fix and change the salaries or other terms of employment of each such person;

(3) to execute and deliver on behalf of the Company: all bills of sale, assignments, deeds and other instruments of transfer covering or affecting the sale of Company property; all checks, drafts and other orders for the payment of Company funds; all contracts or instruments concerning the acquisition or disposition of Company assets; all promissory notes, mortgages, deeds of trust, security agreements and other similar documents; and all other instruments of any kind or character relating to the affairs of the Company; and to determine who shall be authorized to sign such instruments and documents. Instruments and documents providing for the acquisition, mortgage or disposition of

property of the Company shall be valid and binding upon the Company if approved as set forth in Section 3.3(a) above.

(4) to sell, exchange, or otherwise dispose of any assets of the Company, any real property of the Company, subject to the provisions of this agreement;

(5) to borrow money or incur capital expenditures for the Company from banks, other lending institutions, individuals or the Members and, in connection therewith, to hypothecate, encumber and grant security interests in the property of the Company to secure repayment of the borrowed sums;

(6) to approve the admission of new Members pursuant to Section 4.3;

(7) to make an assignment of the Company property in trust for creditors or on the assignee's promise to pay the debts of the Company;

(8) to approve the terms of any joint venture that the Company may enter into with another Person, including any fees or compensation that may be paid to another Person for its role in acquiring and managing the Properties;

(9) to approve the terms of any tenants in common agreement to invest in the Properties with another Person;

(10) to confess a judgment; or

(11) to make administrative and clerical amendments to this Agreement, to include Schedule A.

(d) Limitation on Manager Power. Notwithstanding anything else contained herein, the Manager shall not do the following without the consent of Members holding a majority of the Units:

(1) approve a plan of merger or consolidation of the Company with or into one or more persons; or

(2) amend this Agreement, except as otherwise provided herein.

Section 3.4 Indemnification of Manager, Officers, Employees and Other Agents.

(a) The Company shall indemnify an individual made a party to a proceeding because he, she, or it is or was a Manager, officer, employee, agent or Member of the Company against liability incurred in the proceeding if:

(1) he, she, or it conducted himself, herself or itself in good faith; and

(2) he, she, or it reasonably believed that his, her, or its conduct was in (or at least not opposed to) the Company's best interest; and

(3) in the case of any criminal proceeding, he, she, or it had no reasonable cause to believe his, her, or its conduct was unlawful.

(b) The Company shall pay for or reimburse the reasonable expenses incurred by a Manager, officer, employee, agent or Member of the Company who is a party to a proceeding in advance of final disposition of the proceeding if:

(1) the individual or entity furnishes the Company a written affirmation of his, her, or its good faith belief that he, she, or it has met the standard of conduct described herein;

a. determination is made by the Manager (not including any person seeking advancement of expenses under this Section 3.4(b)) that the

facts then known to those making the determination would not preclude indemnification under the law; and

b. the individual or entity furnishes the Company a written undertaking executed by him, her, or it, or on his, her, or its behalf, to repay the advance if it is ultimately determined that he, she, or it did not meet the standard of conduct. The undertaking required by this paragraph (b)(3) shall be an unlimited general obligation but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) The indemnification and advance of expenses authorized in this Agreement shall not be exclusive to any other rights to which any Manager, officer, employee, agent or Member may be entitled under the Act, the Articles of Organization, any agreement, vote of Members or otherwise.

(d) This Section 3.4 shall not be interpreted to limit in any manner the indemnification or right to advancement for expenses of any party who would otherwise be entitled thereto. This Section 3.4 shall be interpreted as mandating indemnification and advancement of expenses to the extent permitted by law.

(e) The Company shall not indemnify and exculpate the Manager for actions taken in its capacity as Manager if such actions constitute fraud, gross negligence or willful misconduct.

(f) No Member or Manager, in his, her or its capacity as such, shall have fiduciary or other duties to the Company or the other Members as a result of serving in such ownership or Manager capacity, except as specifically stated in this Agreement or to the extent not permitted by Applicable Law to be waived. The parties to this Agreement agree that the provisions of this Agreement replace such other duties and liabilities of such persons to the extent that they restrict, replace or are inconsistent with the duties (including fiduciary duties) and liabilities of any Member or Manager otherwise existing at law or in equity.

(g) The sole duty of any Manager shall be that of good faith and fair dealing. A Manager who so performs shall not have any liability to the Company, the other Members or Participation Interest holders by reason of being or having been a Manager of the Company. The Manager does not, in any way, guarantee the return of the Capital Contributions of any Member or Participation Interest holder, or a profit from the operations of the Company. The Manager shall not be liable to the Company or to any Member or Participation Interest holder for any loss or damage sustained by the Company or any Member, transferee or assignee.

(h) The Manager and its Affiliates may engage independently or with others in other business ventures of every nature and description. The pursuit of other ventures and activities by the Manager and its Affiliates, even if directly competitive with the business of the Company, will not be deemed wrongful or improper. The Manager and its Affiliates will not be obligated to present any particular business or investment opportunity to the Company or any Member even if such opportunity is of a character which, if so presented, might or would be accepted.

(i) The Members acknowledge that (i) the Manager and its Affiliates use confidential and proprietary information and trade secrets to develop and continue to develop, construct, hold, and operate real property, and (ii) the Manager continues to investigate various potential sites for development and undertakes demographic, market, and construction trends, development incentives, financing sources, and otherwise uses their confidential and proprietary information and trade secrets to create assets that have significant value and are the confidential property and rights of the Manager and its Affiliates and each Member agrees not to disclose such information. Confidential information will not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of such confidential information; or (iii) becomes available to such Member on a

nonconfidential basis from a source other than the Company, another Member of the company or any of their respective representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

Section 3.5 Reports. The Manager shall distribute the following reports to all Members:

(a) Quarterly. The following reporting items will be delivered to Members via e-mail or the investor portal on a quarterly basis, no later than the 30th day of the month following the close of the quarter:

(1) Balance sheet

(2) Income statement

(3) Calculation of Company performance (quarterly, year to date, and since inception)

Section 3.6 Audited Financials. If the Manager determines it is necessary, the Company's books and records shall be audited annually by independent accountants. In such a case, the Company will cause each Member to receive (a) within 90 days after the close of each fiscal year, audited financial statements, including a balance sheet and statements of income and Members' equity for the fiscal year then ended, and (b) within 75 days, or as soon as practicable, after the close of each fiscal year such tax information as is necessary for him or her to complete his or her federal income tax return.

Section 3.7 Manager Compensation. The Manager intends to charge certain fees pertaining to the operations and administration of the Company, in addition to fees to be paid upon the acquisition of and regarding the management and operations of each Property. See "Exhibit A - Management Fees and Compensation."

ARTICLE 4. RIGHTS AND OBLIGATIONS OF MEMBERS

Section 4.1 Creation and Issuance of Units and Other Interests.

(a) Each Member shall be designated the holder of a certain number of Units, as set forth on Schedule A. Initially there are six class of Units; Class A, Class B, Class C, Class D, Class E, and Class F Units.

(1) Class A, B, C, D, and E Units. Class A, B, C, D, and E Units are provided limited voting rights, as defined in this Article, with no managerial or decision-making authority in the Company affairs, except as defined in Section 3.2, Section 4.4, Section 13.3, and Section 13.4, and shall have preferential distribution rights, as set forth in Section 6.4(c).

(2) Class F Units. The Manager is also the Sponsor on the Offering and will have Membership Interests in the Company in the form of Class F Units.

(3) Each Member's Percentage Interest shall be set forth on Schedule A, as may be amended from time to time by the Manager to reflect all outstanding Units. Except as provided in Section 5.2, Percentage Interest is determined by the number of Units held by a Member divided by the total number Units outstanding, or class of Units outstanding, as applicable.

(b) The Manager is authorized to cause the issuance of additional Units beyond those outstanding on the Effective Date, including Units in one or more classes, or one or more series of such classes, which classes or series shall have, subject to the provisions of Applicable Law, such designations, preferences and relative, participating, optional, or other special rights as shall be fixed by the Manager.

(c) The Company is authorized to cause the issuance of any other types of interests in the Company from time to time to Members or other persons on terms and conditions established by the Manager. Such interests may include unsecured and secured debt obligations of the Company, debt obligations of the Company convertible into Units, and options, rights or warrants to purchase any such Units.

(d) As used throughout this Agreement, the term Member shall refer to both Members and Participation Interest holders, as defined below, except with regard to matters to be voted upon, as Participation Interest holders are not entitled to vote.

Section 4.2 Rights and Obligations.

(a) No Member shall:

(1) be personally liable for any of the debts or obligations of the Company;

(2) have the power to sign for or to bind the Company;

(3) be entitled to the return of such Member's contributions to the Company except to the extent, if any, that distributions made pursuant to this Agreement may be considered as such by law, or upon dissolution of the Company, and then only to the extent provided for in this Agreement; or

(4) withdraw from the Company except upon the dissolution and winding up of the Company or otherwise as permitted in this Agreement.

(b) A Member is liable to the Company:

(1) for the difference between his, her or its contributions to capital as actually made and those stated in Schedule A of this Agreement as having been made; and

(2) for any unpaid contribution to capital which he, she or it agreed in Schedule A of this Agreement to make in the future at the time and on the conditions stated in Schedule A of this Agreement.

(c) A Member holds as trustee for the Company:

(1) specific property stated in Schedule A of this Agreement as contributed by such Member, but which was not contributed, or which has been wrongfully or erroneously returned; and

(2) money or other property wrongfully paid or conveyed to such Member on account of his, her or its contribution.

(d) The liabilities of a Member as set out in this Section 4.2 can be waived or compromised only by the consent of the Members, but a waiver or compromise shall not affect the right of a creditor of the Company who extended credit or whose claim to enforce the liabilities arose after the filing and before a cancellation or amendment of the Articles of Organization.

(e) The Member's interest in the Company (also referred to in this Agreement as "*Membership Interest*") is determined by the number of Units held by each Member, even though such ownership may be different from (more or less) than the Member's proportionate capital account. The Company is not obligated to issue certificates to represent Units. Only Units owned by Members entitled to vote may vote on any matter as to which this Agreement requires or permits a vote.

Section 4.3 Admission of Members; Nature and Transfer of Interest.

(a) Additional Members may be admitted to the Company only with the consent of the Manager and the written acceptance and adoption by such new Member of all of the terms of this Agreement.

(b) The interest of all Members in the Company constitutes the personal estate of the Member and may be transferred or assigned as provided in Article 7 of this Agreement. If the Manager does not approve of the proposed transfer or assignment, the transferee of the Member's interest in the Company shall have no right to participate in the management of the business and affairs of the Company through voting or otherwise or to become a Member. The transferee shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions that the transferring Member would otherwise be entitled. The interest acquired by any such transferee, which may consist of no more than the right to participate in distributions of assets, income and return of capital is herein referred to as a "*Participation Interest*."

Section 4.4 Meetings of Members; Voting.

(a) It is desirable that periodic meetings of the Members be held to inform the Members of the business and financial condition of the Company and to take any actions required or desirable to be taken at a meeting. Therefore, meetings of Members may be held, at such time, date and place as determined by the Manager.

(b) Special meetings of the Members to vote upon any matters as to which the Members are authorized to vote under this Agreement may be called at any time by the Manager, by causing a written notice to be given, either in person, via electronic mail or by registered mail to each Member, delivered ten days in advance, stating that a meeting will be held at a fixed time at a designated place or by telephone conference call. Notice of any meeting may be waived if evidenced by a written waiver of notice or by a Member's attendance and participation at a meeting.

(c) The vote of the Members, whether at a physical meeting, telephonic meeting, or by written consent, shall be binding upon the Manager when approved by the necessary voting thresholds set forth elsewhere in this Agreement.

(d) Any vote of the Members may be taken either at a meeting called for such purpose pursuant to the provisions of this Section or, in lieu of a meeting, by the written consent of the Members (including Members necessary to establish a quorum for the purpose of conducting business) as would be required to authorize, approve, ratify or otherwise consent to such action under the Act and this Agreement (which may be less than all of the Members, in which event a copy thereof shall be sent to each of the Members entitled to vote upon such matter who did not sign the consent) at a meeting where all issued and outstanding Units which are entitled to vote at such meeting were represented either in person or by proxy and voted on such matter.

(e) A Member entitled to vote may vote at any meeting of Members either in person, by telephone, video conference or by proxy executed in writing by the Member or his, her or its duly authorized attorney in fact. For each matter upon which Members are granted the right to vote by this Agreement or by the Act, each Member shall be entitled to one vote per Unit. At all meetings of Members, a majority of the Units shall constitute a quorum, and action shall be taken upon the affirmative vote of Members holding a majority of the Units of such class or group then outstanding (either in person or by proxy), unless a greater vote is required by this Agreement or the Act. Only Members shall have the right to vote; the holder of a Participation Interest shall have no right to vote upon any matter as to which Members are granted a right to vote.

Section 4.5. Preparation for Sale of Property; Prospective Sale of Property. The Manager reserves the right, at the Manager's sole discretion, to determine the terms of any prospective sale, refinance, or other disposition of any of the Properties or any Company assets.

Section 4.6. Company Repurchase Right. The Company has the right, but not the obligation, to repurchase the Membership Interests of any Defaulting Member. The purchase price for such Defaulting Member's Membership Interests shall be the return of such Defaulting Member's Net Capital Contribution. Once such Defaulting Member's Membership Interest are repurchased, such Defaulting Member shall no

longer be a Member in the Company or subject to this Agreement including the rights and obligations associated therewith and the benefits associated thereto.

ARTICLE 5. CAPITAL CONTRIBUTIONS

Section 5.1 Capital Contributions. The names of the Members and their respective initial Capital Contributions shall consist of the amounts shown on Schedule A to this Agreement ("*Initial Capital Contribution*," described further in Section 5.3(a) below). A Member's Initial Capital Contribution are due upon execution of this Agreement and pursuant to Section 5.3 below. Schedule A shall reflect a Member's Initial Capital Contributions, any Subsequent Capital Contributions (defined below in Section 5.3(a)), and any Additional Capital Contributions, which collectively shall be the Member's "*Total Capital Contribution*." Schedule A may be amended by the Manager from time to time to reflect Subsequent and Additional Capital Contributions made by Members.

Section 5.2 Capital Accounts. An individual capital account shall be maintained for each Member. The capital interest of each Member shall consist of such Member's Initial Capital Contribution (a) increased by (i) any Subsequent and Additional Capital Contribution and (ii) such Member's share of Company profits and (b) decreased by (i) such Member's share of Company losses and (ii) distributions to such Member. In the event any Company property is distributed in-kind, capital accounts shall first be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property (that has not previously been reflected in capital accounts) would be allocated, pursuant to Article 5 hereof, to the Members if there were a taxable disposition of such property for its Fair Market Value (taking into account Section 7701(g) of the Code on the date of distribution.

Section 5.3 Capital Calls.

(a) Upon execution of the subscription agreement the ("*Subscription Agreement*") associated with the Offering, prospective Members shall commit to a total Capital Contribution amount ("*Capital Contribution Commitment*") as set forth in the Subscription Agreement. The Manager reserves the right, in its sole discretion, to require the prospective Member to submit his, her, or its entire Capital Contribution Commitment at the time that the prospective Member signs and submits the Subscription Agreement. Alternatively, the Manager may require only a portion of the Capital Contribution Commitment be submitted at the time the prospective Member signs and submits the Subscription Agreement. In the case that only a portion of the Capital Contribution Commitment is required to be submitted upon signing and submitting the Subscription Agreement, the Manager shall call capital (a "*Capital Call*") from time to time, the amounts and timing of which shall be determined by the Manager in its sole discretion. Each Member shall be required to deliver such additional amounts or remaining balance of his, her, or its Capital Contribution Commitment (each, a "*Subsequent Capital Contribution*") as the Manager determines is necessary, within 10 Business Days of such Capital Call. Prospective Members will become Members in the Company upon (i) delivery of the first installment (or entire amount, as applicable) of their Capital Contribution Commitment (the Member's Initial Capital Contribution) and (ii) signing of a Joinder to this Agreement, the form of which is attached hereto as Exhibit C.

(b) Any failure by a Member to deliver the amount of its Capital Contribution Commitment that is called in a Capital Call within 10 Business Days, subject to extension by the Manager on a case-by-case basis, shall result in such Member be deemed in default of its obligations under this Agreement (such Member, a "*Defaulting Member*"), and such Defaulting Member's Membership Interests shall be subject to the Company Repurchase Right as set forth in Section 4.6.

(c) The Company reserves the right to deploy only such funds as are required to acquire a new Property or to conduct operations on existing Properties ("*Deployed Funds*"). The Company will deploy such funds from Members on a *pro rata* basis. Any funds not deployed ("*Non-Deployed Funds*") shall not accrue a Preferred Return as set forth in Section 6.4, but instead shall bear interest at a rate of 2%

per annum, non-compounding, accruing as to each Member starting 45 calendar days from the date of when such Member submits his, her, or its Initial Capital Contribution or Subsequent Capital Contribution, as applicable. Once Non-Deployed Funds are deployed, they will then be considered Deployed Funds and, upon their deployment, the 2% interest accrual shall cease and such funds will begin to accrue the Preferred Return pursuant to Section 6.4.

Section 5.4 Voluntary Capital Calls. Should the Manager determine that additional capital is required pursuant to 5.5(c) below, the Manager may call capital (a "*Voluntary Capital Call*"), and such Voluntary Capital Call shall not be mandatory, however, if a Member chooses not to make and Additional Capital Contribution pursuant to such Voluntary Capital Call, such Member's Membership Interest in the Company shall be reduced accordingly.

Section 5.5 Additional Capital Requirements. If the Manager determines additional capital is required by the Company, the Manager may secure capital in any of the following ways:

(a) Internal Debt. The Manager may enter into debt financing agreements with current Company Members, at terms that are agreeable in the sole discretion of the Manager.

(b) External Debt. The Manager may secure debt financing from non-members of financial institutions, at terms that are agreeable in the sole discretion of Manager;

(c) Internal Equity. The Manager may issue additional Units to current Members, comprised of Class A, Class B, Class C, Class D, Class E, or Class F Units, or may issue a Unit from a new class of units;

(d) External Equity. The Manager may issue additional Units to new members, comprised of Class A, Class B, Class C, Class D, Class E, or Class F Units, or may issue a Unit from a new class of units;

Section 5.6 Automatic Redemption and Withdrawal of Class A Members. Once each Class A Member achieves (i) a Capital Return and (ii) and the satisfaction of its Preferred Return Balance in accordance with Section 6.4, each Class A Member shall be automatically withdrawn from the Company and his, her, or its Membership Interests redeemed. Such redemption and withdrawal shall not require the payment of additional sums to any Class A Member, and such redemption and withdrawal shall be automatic without further action required on the part of the Company, the Manager, or any Member.

ARTICLE 6. ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 Allocations. Subject to this Article 6, items of profits and loss, receipts and expenditures, and all items of income, deduction, credit, gain and loss arising therefrom shall be allocated among the Members in a manner such that the Capital Account of each Member, immediately after giving effect to such allocation, is, as nearly as possible, equal (proportionately) to the amount of the distribution that would be made to such Member if: (a) the Company were dissolved and terminated; (b) the affairs of the Company were wound up and all of the Company assets were sold for cash equal to its Fair Market Value (except that any Company assets actually sold during the current year shall be treated as sold for the actual proceeds of the sale); (c) all Company liabilities were satisfied; and (d) the remaining net assets of the Company were distributed to the Members in accordance with Article 8 immediately after giving effect to such allocation. No Member shall be entitled to receive property or assets other than cash hereunder unless the Company elects to distribute any Company property in-kind. The capital account of each Member shall be maintained and determined in accordance with the capital account maintenance rules of Treasury Regulation Section 1.704-1(b)(2)(iv).

Section 6.2 Qualified Income Offset. In the event any Member receives any adjustments, allocations or distributions described in sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations, items of Company income and gain shall be specially allocated to that Member in an amount

and manner sufficient to eliminate, to the extent required by the Regulations, any capital account deficit of that Member as quickly as possible.

Section 6.3 Adjustments to Capital Accounts. In accordance with Code Section 704(c), income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take into account any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Fair Market Value at the time of contribution. Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are solely for purposes of federal income taxes and shall not affect or in any way be taken into account in computing any Member's account or share of items of the Company's income, gains, losses, deductions and credits, or distributions pursuant to any provision of this Agreement.

Section 6.4 Distributions.

(a) The amount of any distribution of "*Net Distributable Cash*" (defined for the purposes herein with respect to any fiscal year as the excess of all revenues derived by the Company with respect to such period over all expenses incurred by the Company with respect to such period, less amounts reserved under 6.4(b)) shall be determined by the Manager in its sole discretion. In the event the Manager determines Net Distributable Cash will be distributed, it will be distributed to Members no later than 30 days after the close of the quarter.

(b) The Company shall retain funds necessary to cover its reasonable business needs, which shall include provisions for the payment, when due, of obligations of the Company, including obligations and/or distributions owed to Members, and may retain funds for any other Company purposes. Reserves may include, but are not limited to, (i) all debts and obligations of the Company, including debts being refinanced, (ii) all costs, fees, and expenses incurred in connection with the receipt or collection of proceeds from refinancing, and (iii) any fees owed to the Manager. The amounts of such reserves and the purposes for which such reserves are made shall be determined by the Manager in their sole discretion.

(c) In addition to the distributions referenced in Section 6.4(e) and Section 8.4, and only after paying other Company obligations and setting aside necessary funds as described in Section 6.4(b), the Company may, at the Manager's discretion, make quarterly distributions of Net Distributable Cash as follows:

(1) First, to Class A Members, a 9% Preferred Return,

(2) Second, *pari passu* to Class B Members, a 7% Preferred Return, to Class C Members, an 8% Preferred Return, to Class D Members, a 9% Preferred Return, and to Class E Members, a 10% Preferred Return, in each case in proportion to each Member's respective Preferred Return Balances until each such Member's Preferred Return Balance is reduced to zero;

(3) Third, to the Class F Member, an amount equal to x% of the total amount distributed in subsection (1) and (2) above, including the amount distributed in this subsection (3), where "x" is 1, minus the weighted average of the percentage splits to the Class A, B, C, D, and E Members shown below in subsection (5), based on the amount of each type of Unit actually sold at the close of the Offering. See Exhibit B for examples of how "x" is calculated.

(4) Fourth, *pari passu* to Class A, B, C, D, and E Members until each such Member has received distributions in an amount sufficient to achieve its Capital Return;

(5) Fifth, *pari passu* (i) 70% to the Class B Members and 30% to the Class F Members where the dollar amount to be distributed is based on the weighted pro rata percentage of Class B ownership in the Company, respectively (e.g. if

$100,000 was the weighted pro rata amount, then $70,000 to Class B and $30,000 to Class F), (ii) 75% to the Class C Members and 25% to the Class F Members where the dollar amount to be distributed is based on the weighted pro rata percentage of Class C ownership in the Company, respectively (e.g. if $100,000 was the weighted pro rata amount, then $75,000 to Class C and $25,000 to Class F), (iii) 80% to the Class D Members and 20% to the Class F Members where the dollar amount to be distributed is based on the weighted pro rata percentage of Class D ownership in the Company, respectively (e.g. if $100,000 was the weighted pro rata amount, then $80,000 to Class D and $20,000 to Class F), and (iv) 80% to the Class E Members and 20% to the Class F Members where the dollar amount to be distributed is based on the weighted pro rata percentage of Class E ownership in the Company, respectively (e.g. if $100,000 was the weighted pro rata amount, then $80,000 to Class E and $20,000 to Class F), in each case in proportion to each Member's respective Percentage Interest, until such time as Class B, C, D, and E Members achieve an IRR of 13%;

(6) Thereafter, *pari passu,* 50% to the Class B, C, D, and E Members on the one hand, and 50% to the Class F Member on the other hand, in proportion to each Member's respective Percentage Interest.

(d) The Preferred Return will only accrue from the closing date of the purchase of the first Property until the closing date of the sale or refinancing of a Property that achieves a Capital Return for Members, subject to the limitations set forth in the Section 5.3(c) above.

(e) In the event any bonus depreciation is allocated to the Members, it shall only be allocated (at the Manager's discretion) to the Class B, C, D, E, and F Members.

(f) Definitions for Distributions. The following definitions apply to this Section 6.4.

(1) "*Capital Contributions*" means those sums and other property contributed by the Members pursuant to the Operating Agreement including, without limitation, Initial Capital Contributions, Subsequent Capital Contributions, and Additional Capital Contributions (together, the "*Total Capital Contribution*"), if any; a Member's Total Capital Contribution is that portion of the Capital Contributions contributed by an individual Member.

(2) "*Capital Return*" means the payment to the Class A, B, C, D, and E Members of aggregate distributions, whether out of Net Cash Proceeds or distributions upon refinance or dissolution equal to their respective aggregate unreturned Net Capital Contributions.

(3) "*Cash Transaction*" means any transaction which results in the Company's receipt of cash or other consideration other than Capital Contributions, including, without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, initial financing of the acquisition of the Property, condemnations, recoveries of damage awards, and insurance proceeds which, in accordance with generally accepted accounting principles, are considered capital in nature, but expressly excluding refinancing.

(4) "*Net Capital Contributions*" shall mean the Total Capital Contribution made by a Class A, B, C, D, or E Member to the Company, as reduced by the amount of distributions made by the Company to such member from Net Cash Proceeds and Net Distributable Cash, but excluding distributions of the Preferred Return.

(5) "*Net Cash Proceeds*" are the proceeds received by the Company in connection with a Cash Transaction after the payment of costs and expenses incurred by the Company in connection with such Cash Transaction, including brokers' commissions, loan fees, loan payments, other closing costs, and the cost of any alteration, improvement, restoration, or repair of the Company property including the Property necessitated by or incurred in connection with such Cash Transaction.

(6) "IRR" means the internal rate of return calculated on the timing and amount of all Capital Contributions made by each Member to the Company and distributions made by the Company to such Member including all payments of the Preferred Return previously distributed, all distributions that go towards achieving a Capital Return, and any additional returns generated from Net Distributable Cash from Operations, calculated annually. The internal rate of return is a discount rate (using compounding aligning with the distribution periods) that makes the net present value of these cash flows equal to zero.

(7) "*Preferred Return*" means, (i) as to each Class A Member, a sum equal to 9%; (ii) as to each Class B Member, a sum equal to 7%; (iii) as to each Class C Member, a sum equal to 8%; (iv) as to each Class D Member, a sum equal to 9%, and (v) as to each Class E Member, a sum equal to 10%, in each case per annum, non-compounded times the amount of the Net Capital Contributions of such Member calculated quarterly. The quarterly calculation to begin on the first day of the month following the completion of the first quarter after the purchase of the first Property, to be paid to the extent that (i) the Company has sufficient Net Distributable Cash to pay such Preferred Return, and (ii) the Manager elects, in his sole discretion, to make such payment or defer such payment to a later date. The Preferred Return is retired as to each Member once he, she, or it achieves a Capital Return. Distributions of the Preferred Return do not reduce a Member's Capital Account. Accrual of the Preferred Return is subject to the limitations set forth in Section 5.3(c).

(8) "*Preferred Return Balance*" means amounts owed under the Preferred Return, including amounts accrued but not distributed.

(g) Tax Distributions. To the extent the discretionary distributions made to Members during the prior calendar year and the period through March 31 of the then current year are not otherwise sufficient to those Members receiving allocations of items of income or gain in the immediately preceding calendar year to enable them to cover any federal and state tax liability created due to ownership of Units during such prior calendar year, the Manager may make tax distributions from available cash to Members annually. Any such distribution will be treated as an advance against distributions otherwise payable to such Member based on a state and federal calculation by the Manager in its discretion, with the same federal and state tax rates to be applied to all Members.

Section 6.5 Taxation as Partnership. The parties acknowledge that the Company intends to be treated as a partnership for federal (and analogous state and local) income tax purposes. Under federal income tax law, a partnership is not a taxable entity. Instead, items of partnership income, gain, loss, deduction or credit flow through to the partners. Each Member will be required to report on his income tax return each year his distributive share of the Company's income, gains, losses and deductions for that year, whether or not cash is actually distributed to him. Consequently, a Member may be allocated income from the Company although he has not received a cash distribution in respect of such income. Members are responsible to pay their own proportionate tax on reported income.

Section 6.6 Withdrawal or Reduction of Members' Contributions to Capital.

(a) A Member shall not receive out of Company property any part of his, her or its Capital Contribution unless:

(1) the Company is able to pay its debts as the debts become due in the ordinary course of business; and

(2) the Company's total assets are greater than the sum of the Company's total liabilities.

(b) A Member may rightfully demand the return of his, her or its Capital Contribution only upon the dissolution of the Company. A Member, irrespective of the nature of his, her, or its Capital Contribution, has only the right to demand and receive cash in return for his, her or its Capital Contribution in accordance with the provisions of Section 8.4 of this Agreement.

ARTICLE 7. TRANSFER OF INTERESTS

Section 7.1 Transfer of Interests. Subject to Section 7.2 below and Sections 12.6 and 13.12, a Member may sell, exchange, encumber, transfer or otherwise assign, whether during his or her lifetime or through the laws of intestacy or inheritance (including by a Member Designation pursuant to Section 13.1 of this Agreement), in whole or in part, his or her Units so long as (i) the Transferee is a revocable or irrevocable trust for the sole benefit of the Transferor during their life or Transferor's Immediate Family or (ii) the Transferee is a Person wholly owned by the Member and provided such Transfer does not (a) result in any event of default as to any secured or unsecured obligation of the Company; (b) cause a reassessment of any real property owned by the Company; (c) cause any material adverse impact to the Company; or (d) result in a violation of the Securities Act. However, without the consent of the Manager as required by Section 4.3 of this Agreement, the transferee of a Member's Units shall have no right to participate in the management of the business of the Company, through voting or other rights, or to otherwise become a full Member. A transfer also includes any change of control of any Member that is an entity of any kind. Any transfer of units from a Class A, B, C, D, or E Member can only be transferred as a whole unit, to a single individual or entity that would meet investor suitability standards, at the sole discretion of the Manager. The Company reserves the right to purchase Units from Members, at agreed upon terms, at any time.

Section 7.2 Third-Party Offer.

(a) If any Member receives a bona-fide third party offer to purchase its Units (a "*Selling Member*"), the Company shall have the first option and right to purchase all or any part of the Selling Member's Units for a period of 30 days (or such lesser time as the Company may agree upon waiving its right) from the date written notification of the third-party offer is provided to the Company. The Company's option shall be at a price of the Transfer Value (as defined in Section 7.3 of this Agreement).

(b) If the Company declines to exercise such option or right, then the non-selling Members shall have the option and right to purchase that Member's pro rata share of the Selling Member's Units. The non-selling Members' option shall be at a price of the Transfer Value (as defined in Section 7.3), and its option to purchase may be exercised for a period of 30 days from expiration of the Company's option period.

(c) If the foregoing options are not exercised in the aggregate as to the Selling Member's entire interest, then the Selling Member may sell the Units not purchased by the Company or other Members at the price, on the terms and to the assignee stated in the notice, at any time within 30 days after the foregoing options expire; provided, however, that the assignee will be the holder of a Participation Interest and may become a Member in place of the Selling Member only as provided in Section 4.3 of this Agreement.

(d) If the Selling Member does not sell to the third-party offeror within the 30-day period after all options expire, no sale may be effected unless and until the Selling Member gives a new notice to the Company and non-selling Members and they again fail to exercise the options under the foregoing provisions.

Section 7.3 Transfer Value. In the event of a third-party offer, the Company (or non-selling Member making the option to purchase under Section 7.2(b)) may elect for an independent appraisal, with the cost of the appraisal borne by the selling Member. If the independent appraisal results in a valuation of 10% or greater than the third-party offer, then the third-party offer shall be the "*Transfer Value*" for purposes of this Article. If the independent appraisal results in a valuation of 10% or more below the third-party offer, then the independent appraisal valuation shall be the "*Transfer Value*" for purposes of this Article. If the independent appraisal results in a valuation of within plus or minus 9.9% of the third-party offer, then the third-party offer shall serve as the "*Transfer Value*" for purposes of this Article.

ARTICLE 8. DISSOLUTION AND WINDING UP; LIQUIDATION

Section 8.1 Dissolution. The Company shall be dissolved at the sole discretion of the Manager.

Section 8.2 Winding Up. As soon as possible following the occurrence of an event effecting the dissolution of the Company, the Company shall conform with all requirements as set forth within the Act.

Section 8.3 Effect of Dissolution. Upon dissolution of the Company, as provided in Section 8.1 and Section 8.2, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business. The Members (and their assignees or transferees) shall continue to share profits and losses during the winding up of the Company's affairs as if the Company were not winding up its affairs. Any Company assets distributed in-kind to the Members in the liquidation shall be valued and treated as though the assets were sold and the cash proceeds were distributed in-kind and the difference between the Fair Market Value of any asset and its basis shall be treated as a gain or loss on sale of the asset and shall be credited or debited to the Members in accordance with their Percentage Interests.

Section 8.4 Distributions Upon Liquidation. Upon dissolution of the Company as provided in Section 8.1, the Company shall immediately commence to wind-up its affairs and liquidate. The Company assets shall be distributed in payment of the liabilities of the Company and to the Members in liquidation of the Company in the following order:

(a) To creditors in the order of priority as provided by law, except those to Members on account of their Capital Contributions.

(b) To the setting up of any reserves that the Manager may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Such reserves shall be paid over by the Manager to a bank or other institutional escrow agent to be held for the purpose of disbursing such reserves in payment of the aforementioned contingencies, and at the expiration of such period as the Manager may deem advisable, to distribute the balance in the manner provided in this Section 8.4 and in the order set forth herein.

(c) To the repayment of any loans or advances that may have been made by any of the Members to the Company, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof.

Section 8.5 Time and Method of Liquidating Distributions. A reasonable time as determined by the Manager, not to exceed 12 months, shall be allowed for the orderly liquidation of the Company and the discharge of liabilities to the creditors so as to enable the Manager to minimize any losses attendant upon liquidation. The Manager may complete the liquidating distributions due the Members by either or a combination of the following methods as it shall determine:

(a) Selling the Company assets and distributing the net proceeds therefrom to each Member in satisfaction of such Member's interest in the Company; or

(b) Distributing the Company's assets to the Members in-kind. In such event each Member and each holder of a Participation Interest agrees to accept an undivided interest in the Company's assets in satisfaction of such holder's interest in the Company.

If there is no Manager then serving, Members holding a majority of the Units shall appoint a liquidating trustee to wind-up the Company's affairs and liquidate.

Section 8.6 Articles of Dissolution. When all debts, liabilities and obligations have been paid and discharged or adequate provision has been made therefor and all of the remaining property and assets have been distributed to the Members, Articles of Dissolution if required by the State of Wyoming, shall be executed and verified by the Manager, and filed pursuant to the Act.

Section 8.7 Liability of Manager. The Manager shall not be personally liable for the return of Capital Contributions of the Members, it being understood that any such return shall be solely from Company assets. No Member shall have the right to demand or receive property other than cash for such Member's interest.

Section 8.8 Arbitration of Rights Arising After Termination of the Company. Notwithstanding the termination of this Agreement, any party may, after that termination, initiate an arbitration under Article 9 to determine and enforce rights and duties of the parties arising with respect to:

(a) the Company's winding up;

(b) the Company's liquidation; and

(c) events occurring after the cancellation of the Company's Articles of Organization.

Section 8.9 Manager Expenses. Expenses incurred by the Company after the distribution and dissolution of the company shall be incurred by the Company Manager, or in the case of multiple Managers, equally between the all the Company Managers.

ARTICLE 9. ARBITRATION OF COMPANY DISPUTES

All controversies, disputes or claims arising out of or related to this Agreement shall be resolved first by mediation, in good faith, with the assistance of a third-party mediator who has previously practiced law as a litigator. If the representatives do not agree upon a decision within thirty (30) calendar days after reference of the matter to the mediator, any controversy, dispute or claim arising out of or relating in any way to this Agreement or the transactions arising hereunder shall be settled exclusively by arbitration in California. Such arbitration shall be administered by JAMS in accordance with its then prevailing expedited rules, by one independent and impartial arbitrator selected in accordance with such rules.

The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. The fees and expenses of JAMS and the arbitrator shall be shared equally by the parties to the dispute and advanced by them from time to time as required; provided that at the conclusion of the arbitration, the arbitrator shall award costs and expenses (including the costs of the arbitration previously advanced and the reasonable fees and expenses of attorneys, accountants, and other experts) to the prevailing party, so long as the prevailing party had previously engaged in good faith mediation.

Failure of the prevailing party to act in good faith during the mediation process shall prohibit them from recovering any cost of the arbitration, including attorneys and accounting fees. No pre-arbitration discovery shall be permitted, except that the arbitrator shall have the power in his sole discretion, on application by any party, to order pre-arbitration examination solely of those witnesses and documents that any other party intends to introduce in its case-in-chief at the arbitration hearing. The parties shall instruct

the arbitrator to render such arbitrator's award within thirty (30) calendar days following the conclusion of the arbitration hearing.

The arbitrator shall not be empowered to award to any party any damages of the type not permitted to be recovered under this Agreement in connection with any dispute between or among the parties arising out of or relating in any way to this Agreement or the transactions arising hereunder, and each party hereby irrevocably waives any right to recover such damages. Notwithstanding anything to the contrary provided in this Article 9 and without prejudice to the above procedures, any party may apply to any court of competent jurisdiction for temporary injunctive or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo until such time as the arbitrator is selected and available to hear such party's request for temporary relief. The award rendered by the arbitrator shall be final and not subject to judicial review and judgment thereon may be entered in any court of competent jurisdiction. The decision of the arbitrator shall be in writing and shall set forth findings of fact and conclusions of law.

ARTICLE 10. TIME; NOTICES

All notices (whether offers, acceptances or otherwise) pursuant to the provisions of this Agreement shall be made in writing and all periods of time shall begin or end on the day such notice is sent by postage paid, certified or registered mail, return receipt requested, addressed to the parties at the respective addresses (or such other address as such party may have notified the Company of in writing) as set forth below their names on Schedule A.

All notices to the Company and the Manager shall be mailed to:

Goodegg Investments, LLC
RE: Goodegg Wealth Fund II, LLC
18 Bartol Unit 1168
San Francisco, CA 94133

ARTICLE 11. OTHER BUSINESS VENTURES; CONFLICTS OF INTEREST; TRANSACTIONS WITH MEMBERS OR MANAGER

Section 11.1 Other Business Ventures. A Manager and any of the Members may engage in or possess an interest in other business ventures of every nature and description independently or with others and neither the Company nor any of the Members thereof shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom.

Section 11.2 Conflicts of Interest. The fact that a Manager or any Member is directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it.

Section 11.3 Transactions Between a Member or Manager and the Company. Except as otherwise provided by Applicable Law and this Agreement, any Member or Manager may, but shall not be obligated to, lend money to the Company, act as surety for the Company and transact other business with the Company and has the same rights and obligations when transacting business with the Company as a person or entity who is not a Member or a Manager.

ARTICLE 12. INVESTMENT REPRESENTATIONS; PRIVATE OFFERING EXEMPTION

Each Member, by his or its execution of this Agreement, hereby represents and warrants:

Section 12.1 Experience. By reason of his, her or its business or financial experience, or by reason of the business or financial experience of his, her or its financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, by the Company or any affiliate or selling agent of the Company, such Member is capable of evaluating the risks and merits of an investment in the Company and of protecting his, her or its own interests in connection with this investment.

Section 12.2 Investment Intent. Such Member is acquiring the Interests for investment purposes for his, her or its own account only and not with a view to or for sale in connection with any distribution of all or any part of the Interest.

Section 12.3 Economic Risk. Such Member is financially able to bear the economic risk of his, her or its investment in the Company, including the total loss thereof.

Section 12.4 No Registration of Units. Such Member acknowledges that the Interests have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or qualified under any state securities law or under the laws of any other jurisdiction, in reliance, in part, on such Member's representations, warranties and agreements herein.

Section 12.5 No Obligation to Register. Such Member acknowledges and agrees that the Company and the Managers are under no obligation to register or qualify the Interests under the Securities Act or under any state securities law or under the laws of any other jurisdiction, or to assist such Member in complying with any exemption from registration and qualification.

Section 12.6 No Disposition in Violation of Law. Without limiting the representations set forth above, and without limiting Article 7 of this Agreement, such Member will not make any disposition of all or any part of the Interests which will result in the violation by such Member or by the Company of the Securities Act or any other applicable securities laws. Without limiting the foregoing, each Member agrees not to make any disposition of all or any part of the Interests unless and until:

(a) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement and any applicable requirements of state securities laws; or

(b) such Member has notified the Company of the proposed disposition and has furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Managers, such Member has furnished the Company with a written opinion of legal counsel, reasonably satisfactory to the Company, that such disposition will not require registration of any securities under the Securities Act or the consent of or a permit from appropriate authorities under any applicable state securities law or under the laws of any other jurisdiction.

Section 12.7 Financial Estimate and Projections. Such Member understands that all projections and financial or other materials which it may have been furnished are not based on historical operating results, because no reliable results exist, and are based only upon estimates and assumptions which are subject to future conditions and events which are unpredictable, and which may not be relied upon in making an investment decision.

ARTICLE 13. MISCELLANEOUS

Section 13.1 Member Designation. Subject to the conditions on transfer set forth in this Agreement, a Member may designate, in writing, a beneficiary to receive such Member's interest in the Company upon such Member's death. The written designation shall be fully revocable by the Member and may be changed by subsequent writings from time-to-time, in the sole discretion of the Member. Any beneficiary so designated shall be subject to all the terms of this Agreement and shall receive the Member's interest in the

Company subject to any purchase option, any buy sell agreement, or any other agreement potentially affecting such interest.

Section 13.2 Execution in Counterparts. This Agreement may be executed in several counterparts, and as executed shall constitute one original agreement, binding on all the parties hereto.

Section 13.3 Amendment by Members. Any Manager or any Member may propose any amendment to the Company's Articles of Organization or this Agreement to the Members. Such proposed amendment shall become effective at such time as it has been approved by the Members holding a majority of the Units.

Section 13.4 Amendment by Manager. The Manager shall have the power to amend the Company's Articles of Organization to reflect changes in the registered office and agent of the Company and to reflect any change in the name of the Company. Any other amendment to the Company's Articles of Organization (and any amendment to this Agreement) must be approved by the Members and the Manager in accordance with Section 13.3; provided, however, that amendments to this Agreement may be made by the Manager without the necessity of a vote of the Members, for (a) administrative purposes (renumbering or correcting errors), (b) to make such amendments as are necessary if creating a new class of Units pursuant to Section 5.3, and (c) if in the reasonable opinion of counsel to the Company, such amendments are necessary to maintain the Company's tax status under federal or state law or for other tax purposes

Section 13.5 Partnership Representative. The Manager shall select the Company's representative who must have a substantial presence in the United States to serve as the Company representative within the meaning of Code Section 6223 ("*Partnership Representative*").

(a) The Partnership Representative shall perform his, her, or its duties under the direction and guidance of the Manager. The Manager shall determine whether to make any available election under Code Section 6221 through 6241, including Code Section 6221(b) and Code Section 6226. Notwithstanding anything else contained herein, the Partnership Representative shall not take any material action without the prior approval of the Manager, including, but not limited to, extending the statute of limitations, filing a request for administrative adjustment, filing a suit related to any Company tax refund or deficiency, or entering into any settlement agreement related to items of income, gain, loss or deduction of the Company with the Internal Revenue Service (or similar state or local governmental authority).

(b) Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign, or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member or former Member (including penalties, additions to tax or interest imposed with respect to such taxes, and any taxes imposed pursuant to Code Section 6226) shall be paid by such Member, or if paid by the Company shall be recoverable from such Member. Each Member agrees to cooperate in taking such actions as may be required to cause any election made by the Company to be effective.

(c) The provisions of this Section 13.5 shall survive the termination of the Company, this Agreement, and the termination of any Member's interest in the Company.

(d) The Partnership Representative shall keep the Manager and all Members informed of all notices from government taxing authorities that may come to the attention of the Partnership Representative. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Partnership Representative in performing those duties. Each Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax related administrative or judicial proceeding against any Member, even though it relates to the Company.

(e) The Partnership Representative shall endeavor to provide Schedule K-1 and any necessary tax documents to Members no later than March 31st of the year following the taxable year, but it is likely that Members will need to file an extension on their tax returns.

Section 13.6 Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the applicable provisions of the laws of the State of Wyoming.

Section 13.7 Choice of Venue. Conflicts arising out of this contract that cannot be resolved through Arbitration will be tried through a court of competent jurisdiction in the State of California.

Section 13.8 Number and Gender. As used in this Agreement, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall include any other gender.

Section 13.9 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, all of the parties and their assigns, successors in interest, personal representatives, estates, heirs, legatees or successors.

Section 13.10 Severability. If any provision of this Agreement, or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law; provided, however, that the above-described invalidity or unenforceability does not diminish in any material respect the ability of the Members to achieve the purposes for which this Company was formed.

Section 13.11 Legal Representation. The Members agree that the law firm of 3 Pillars Law, PLLC, represents only the Company and the Manager in connection with the preparation of this Agreement, and has not offered any Member or other person any advice regarding the advisability of entering into this Agreement further acknowledges and agrees that such person:

(a) Has been advised to retain independent legal, tax, and accounting advice of their own choosing for purposes of representing their individual interests with respect to the subject matter thereof;

(b) Has been given reasonable time and opportunity to obtain such advice; and

(c) Has obtained such independent advice as they have deemed necessary and appropriate in the circumstances at his, her or its own expense without expecting the Company to reimburse such person for such fees or other expenses.

Section 13.12 Restricted Securities. The Membership Interests represented by this Agreement have not been registered or qualified under the federal securities laws or the securities laws of any state. The Membership Interests may not be offered for sale, sold, pledged or otherwise disposed of unless so registered or qualified or unless an exemption exists, the availability of which is established by an opinion of counsel (which opinion and counsel shall both be satisfactory to the Manager). Transfer is also restricted by the terms of this Agreement and transfers which violate the provisions of this Agreement may be void or voidable.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective and govern the Company as of the Effective Date.

THE COMPANY:

GOODEGG WEALTH FUND II, LLC
a Wyoming limited liability company

By: **Goodegg Investments, LLC**, a California limited liability company, Company Manager

By: _____

Julie Lam, its manager

CLASS A, B, C, D, and E MEMBERS:

By execution of Joinder Agreements, attached hereto as Exhibit C.

CLASS F MEMBER:

Goodegg Syndication I, LLC, a Wyoming limited liability company

By: _____

Julie Lam, its manager

MANAGER:

Goodegg Investments, LLC, a California limited liability company

By: _____

Julie Lam, its manager

SCHEDULE A

Investor Contributions

Effective as of _____

Class A Members						
Name and Address of Member	Initial Capital Contribution	Subsequent Capital Contributions	Additional Capital Contribution	Total Capital Contribution	Units Owned	Total Percentage Interest
Total Class A Interests						**100%**
Total Overall Interests						**___%**

*Duplicate page as necessary

Class B Members						
Name and Address of Member	Initial Capital Contribution	Subsequent Capital Contributions	Additional Capital Contribution	Total Capital Contribution	Units Owned	Total Percentage Interest
Total Class B Interests						**100%**
Total Overall Interests						**___%**

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Class C Members						
Name and Address of Member	Initial Capital Contribution	Subsequent Capital Contributions	Additional Capital Contribution	Total Capital Contribution	Units Owned	Total Percentage Interest
Total Class C Interests						**100%**
Total Overall Interests						**___%**

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Class D Members						
Name and Address of Member	Initial Capital Contribution	Subsequent Capital Contributions	Additional Capital Contribution	Total Capital Contribution	Units Owned	Total Percentage Interest
Total Class D Interests						**100%**
Total Overall Interests						**___%**

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Class E Members						
Name and Address of Member	Initial Capital Contribution	Subsequent Capital Contributions	Additional Capital Contribution	Total Capital Contribution	Units Owned	Total Percentage Interest
Total Class E Interests						**100%**
Total Overall Interests						**___%**

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Class F Member			
Name and Address of Member	Capital Contribution	Units Owned	Total Percentage Interest
Goodegg Syndication I, LLC	Services as Sponsor of the Offering		100%
Total Class F Interests			**100%**
Total Overall Interests			**___%**

EXHIBIT A

Management Fees and Compensation

SPONSORSHIP FEES				
Fees paid to the Manager [1, 2]				
Type	**Frequency**	**Description**	**When Earned**	**Amount**
Expense Reimbursement	On startup and incidentally thereafter	Payment of documented out-of-pocket expenses paid by the Manager and administrative costs of the Company	Throughout Company operations	Indeterminate
Sponsor Fee	Upon the purchase of any Property	Reimbursement and/or compensation to the Manager for finding and acquiring a Property, and for negotiating the terms of any joint venture with a Co-Sponsor.	Upon purchase of a Property	$150,000
Company Administrative Fee	Recurring yearly fee	To cover the administrative expenses of the Company, such as maintaining the investor portal, accounting and legal fees, distribution of K1s, etc.	Annually	$50,000
Disposition Fee	One-time fee	Charged one time as a percentage of the proceeds that come into the Company upon the sale or refinance of a Property	Upon sale or refinance of a Property	1% of proceeds disbursed to Company

1. These fees are paid to the Manager for its efforts in organizing and administering the Company and conducting all Company activities.
2. The Manager does not intend to but has discretion to vary the fees shown here.

SPONSORSHIP FEES				
Fees paid to the Manager on the Property Level [1]				
Type	**Frequency**	**Description**	**When Earned**	**Amount**
Acquisition Fee	Upon the purchase of any Property	Compensation to the Manager for conducting due diligence on a Property, negotiating the purchase and sale agreement, acquiring a Property, and services for finalizing the purchase of a Property	Upon purchase of a Property	1-3% of Acquisition Price [2, 3]
Guarantor Fee	One-time fee per finance (or re-finance of a Property)	Charged one time as a percentage of the loan amount	Upon loan closing	1-3% of loan amount [2, 3]
Construction Management Fee	One-time fee	Calculated as a percentage of construction cost realized by the Company or its subsidiaries in excess of the	Ongoing through the construction of the Property	Up to 10% of construction hard costs [2, 4]

		uses outlined herein.		
Asset Management Fee	Recurring monthly fee	Compensation for overall management of the Property, to include supervision of renovations, posturing the Property for refinance or ultimate sale of the asset	Calculated and paid quarterly	1-3% of net operating income [2, 3]

1. These fees are paid to the Manager for their efforts in acquiring the Properties and are paid out of the uses and sources on each particular Property, which fees may vary from Property to Property and are split between the Manager and any Co-Sponsor, as applicable. The Manager has the discretion to vary these fees or to include additional fees not shown here on the purchase of subsequent Properties.
2. The range shown here is an estimate based on current market rates for such fee. Notwithstanding, the Manager has the discretion to vary this fee beyond the range shown, to be determined in the Manager's sole and reasonable discretion.
3. This fee may be split in such a way between the Manager and the Co-Sponsor in such proportions as both parties may agree.
4. This fee may be paid to the Manager, the Co-Sponsor, and / or an unaffiliated third party.

EXHIBIT B

Examples of Class F Member Catch Up

DISCLAIMER: The information and examples contained in this Exhibit B are for general information purposes only. You should not rely upon this information or on these examples as a basis for making any investment, business, legal, or any other decision. Any reliance you place on this example, other than for informational purposes, is strictly at your own risk.

The following is intended to provide an example of how the percentage stated in Section 6.4(c)(3) (for purposes of this Exhibit B only, the "Class F Member Catch Up)" of the Operating Agreement can change based on the overall percentage of Units sold in each Class.

Class F Member Catch Up Ex. 1

	% Invested	Class F Member Catch Up
LP Class A Equity Investment	10.00%	0%
LP Class B Equity Investment	35.00%	0%
LP Class C Equity Investment	30.00%	0%
LP Class D Equity Investment	15.00%	0%
LP Class E Equity Investment	10.00%	0%
Sponsor	0.00%	30.00%

Example 1. This shows the Class F Member Catch Up at 30% when the Class A, B, C, D, and E Units are sold in the proportions shown above.

Class F Member Catch Up Ex. 2

	%	Class F Member Catch Up
LP Class A Equity Investment	5.00%	0%
LP Class B Equity Investment	30.00%	0%
LP Class C Equity Investment	20.00%	0%
LP Class D Equity Investment	20.00%	0%
LP Class E Equity Investment	25.00%	0%
Sponsor	0.00%	27.89%

Example 2. This shows the Class F Member Catch Up at 27.89% when a greater proportion of the Class D and E Units are sold in comparison to Example 1.

Class F Member Catch Up Ex. 3

	%	Class F Member Catch Up
LP Class A Equity Investment	25.00%	0%
LP Class B Equity Investment	40.00%	0%
LP Class C Equity Investment	25.00%	0%
LP Class D Equity Investment	5.00%	0%
LP Class E Equity Investment	5.00%	0%
Sponsor	0.00%	31.67%

Example 3. This shows the Class F Member Catch Up at 31.67% when a greater proportion of the Class A and B Units are sold in comparison to Example 1.

EXHIBIT C
Joinder Agreement

Reference is hereby made to the Company Operating Agreement, dated December 13, 2022 as amended from time to time (the "*Operating Agreement*"), by and among GOODEGG WEALTH FUND II, LLC, a Wyoming limited liability company (the "*Company*"), Goodegg Investments, LLC, a California limited liability company (the "*Manager"),* the existing members, and each of those parties listed on the signature pages of the Operating Agreement or who agree to be bound by the Operating Agreement by way of this joinder agreement (the "*Joinder*").

The undersigned hereby acknowledges that it has received and reviewed a complete copy of the Operating Agreement and agrees that upon execution of this Joinder, such Person shall become a party to the Operating Agreement and shall be fully bound by, and subject to, all of the covenants, terms, and conditions of the Operating Agreement as though an original party thereto and shall be deemed, and is hereby admitted as a _____Class A, _____Class B, _____Class C, _____Class D, or _____Class E Member (select one) for all purposes thereof and entitled to all the rights incidental thereto and shall hold their Membership Interests in _____Class A, _____Class B, _____Class C, _____Class D, or _____Class E Units (select one).

Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____ 20___.

Signed: _____

Name: _____

Title: _____

Accepted by:
Goodegg Investments, LLC a California limited liability company, Company Manager

By: _____

Name: _____

Title: _____