



BUXTON HOSPITALITY GROUP

WELCOME - Enclosed is an investor packet for HATCH Midwest City, Oklahoma.



We currently have an LOI signed to occupy the former S&B Burgers location on Douglas Blvd in Midwest City. Midwest City has a unique population that is starved for new investment and cutting-edge dining concepts. This location will also have a private dining area for private functions including but not limited to Tinker Air Force's 26,000-member population. This location also boasts a large and prominent pylon sign that will be seen by the 28,000 vehicles that pass by daily.

Time is of the essence as we take possession of the location on 1 May and plan to start construction that day. Investment is ideally available for the price of \$50,000 for 5 units, we will also accept investments at \$10,000 a unit with a \$40 allotment in food allowance per unit. A total of 100 units will be sold for this project.

The Company will distribute profits via waterfall. The initial return on investment will be TWO times the initial investment until the investment reaches its break even.

Hatch will be open 7 days a week at 6:00 AM daily, closing at 2:00 PM Monday-Friday, and closing at 3:00 PM Friday-Sunday. Guests will be able to enjoy a full bar, open expo kitchen, and, of course, food & service delivered with an emphasis on quality that guests of Provision Concepts' establishments have come to expect. This location will also participate in Hatch After Dark, a program for special events in the evening on a recurring basis as well as private parties. These events will add 24-30 nights of revenue to the operations.

The Midwest City location will generate strong sales, as we design them to have more seating and optimal layouts. These areas provide easy accessibility and ample parking, making them convenient for customers. The demand for elevated breakfast dining options remains strong in the Midwest City markets, and Hatch is well-positioned to fill this gap.



HATCH®

Our bookkeeping will consist of four quarterly accounting periods each fiscal year. Distributions are designed to be made quarterly with free cash flow. No taxes will be withheld from your distribution. You will be given a Schedule K-1 at the end of the year for your personal or company's tax return.

Below is a checklist to complete and secure your ownership. Please return the ORIGINAL signature pages back to me, along with your check for the appropriate amount, made payable to BHG MWC Brunch, LLC

- Direct Deposit Form (attach a voided check, separate from your investment check)
- W-9 (complete form, along with SSN or Tax ID)
- Oklahoma Alcoholic Beverage Law Enforcement Pages



Buxton Hospitality Group has a proven track record. White Buffalo Coffee Bar, a family-owned business, started in 2017 from a single location, that was completely bootstrapped. Through innovation, vision, and a dedicated team, we've grown to 18 profitable locations in just eight years, with zero equity partners and zero investment from individual investors.

We want to take that same vigor to grow Hatch MWC. With equity investors who understand this vision, and with limited financial constraints, we will see exponential growth!



MIDWEST CITY, OKLAHOMA

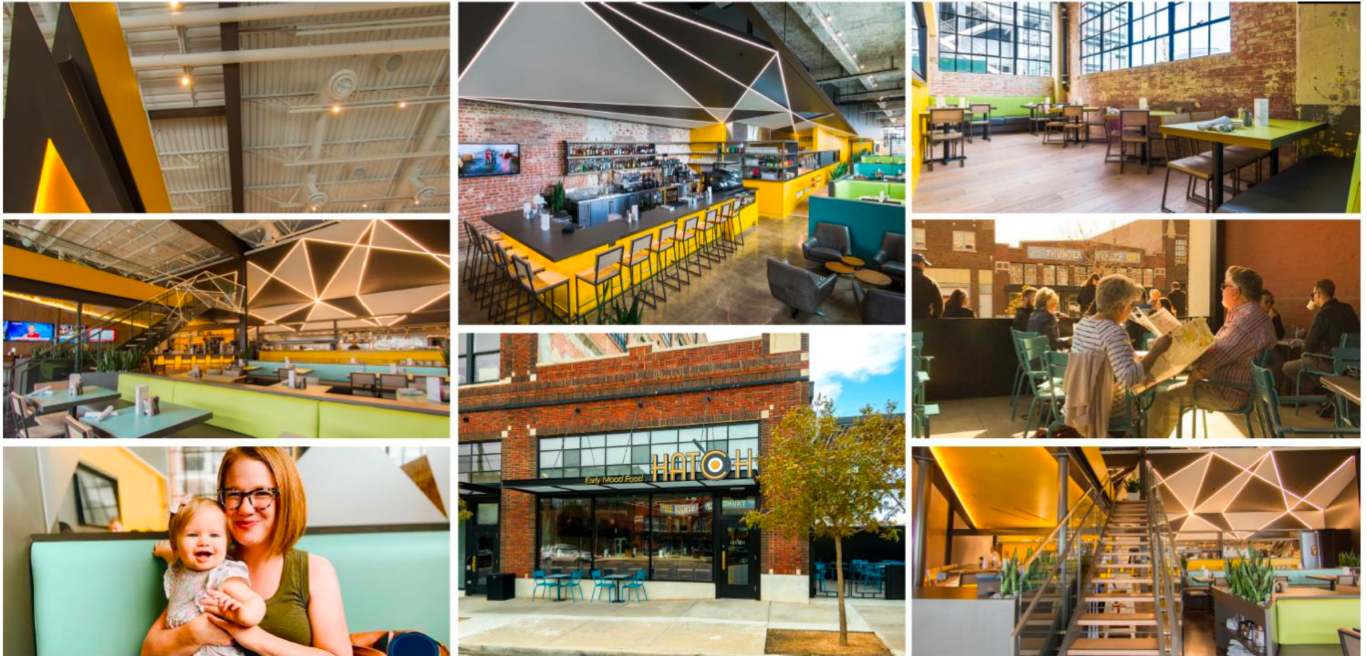
Population: 58,086 (Midwest City)

Average Household Income: \$57,739

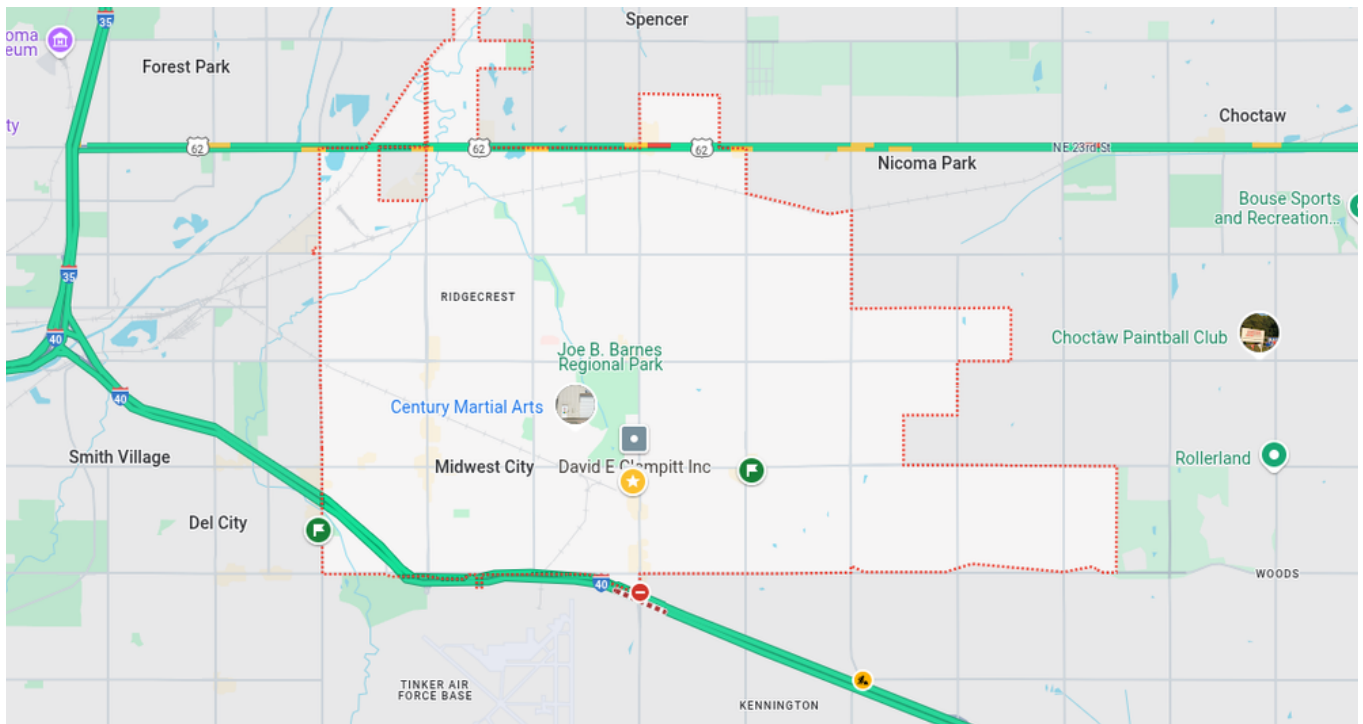


Vision for a fresh, new interior, while respecting the history and roots of the original building.

HATCH
Early Mood Food



Location Address: 1901 S. Douglas Blvd. - Midwest City, Oklahoma



HATCH PRO FORMA

	Historical		Optimized	
Guest Check Average	21		21	
Guest Count	121,014		149,846	
Food & Beverage Sales				
Food Sales	2,250,000	87.96%	2,870,192	89.48%
Alcohol Sales	294,419	12.04%	337,568	10.52%
Total Food & Beverage Sales	2,544,419	100.00%	3,207,760	100.00%
Cost of Sales				
Food Cost	720,000	32.00%	832,356	29.00%
Alcohol Cost	70,661	24.00%	79,329	23.50%
Total Cost of Sales	790,661	31.07%	911,684	28.42%
Gross Profit	1,753,759	71.73%	2,296,076	70.44%
Labor				
Bar & Waitstaff	190,831	7.50%	192,466	6.00%
Kitchen Labor	407,107	16.00%	513,242	16.00%
Management & Benefits	127,221	5.00%	160,388	5.00%
Total Labor	725,160	28.50%	866,095	27.00%
Operating Expense				
53100-Operating Supplies	98,215	3.86%	120,291	3.75%
53130-Repairs and Maintenance	44,527	1.75%	48,116	1.50%
53140-POS Expense	6,895	0.27%	5,742	0.18%
53155-Dishwasher Lease	305	0.01%	1,957	0.06%
53160-Uniforms/Linen	25,444	1.00%	32,078	1.00%
53185-Meals	1,807	0.07%	1,732	0.05%
53186-Entertainment				
Credit Card Fees	44,527	1.75%	56,136	1.75%
53250-Printing and Reproduction	4,936	0.19%	3,464	0.11%
53300-General Administration	38,166	1.50%	48,245	1.50%
53341-Charitable Contributions	204	0.01%	1,187	0.04%
53401-Utilities	50,888	2.00%	52,671	1.64%
62002-Food Comp	21,922	1.25%	28,701	1.25%
62004-Emp. Food Comp	11,246	0.44%	14,435	0.45%
62007-Alcohol Comp	1,781	0.07%	2,213	0.07%
62020-In House/Store Promo	2,468	0.10%	8,308	0.26%
62031-Delivery Merchant Fees	45,545	1.79%	70,378	2.19%
62032-Small Equipment < \$2500				
63051-Insurance Expense	102	0.00%	96	0.00%
63151-Travel	4,427	0.17%	930	0.03%
Total Operating Expense	403,407	18.35%	496,681	15.48%
Marginal Income	625,192	23.46%	933,300	29.10%
Non Controllable Expenses				
63000-Occupancy	139,943	5.50%	176,427	5.50%
63005-Royalty	127,221	5.00%	160,388	5.00%
Total Non Controllable Expenses	267,164	10.50%	336,815	10.50%
Net Profit	358,028	14.07%	596,485	18.60%



PROJECTED RETURNS DURING OPERATION

Investment Examples

1 UNIT

Investing \$10K
Owning 0.2%
Projected Annually
\$1,430-2,385

5 UNITS

Investing \$50K
Owning 1%
Projected Annually
\$7,160-11,930

10 UNITS

Investing \$100K
Owning 2%
Projected Annually
\$14,321-23,860

25 UNITS

Investing \$250K
Owning 5%
Projected Annually
\$35,803-59,650

50 UNITS

Investing \$500K
Owning 10%
Projected Annually
\$71,605-119,300

100 UNITS

Investing \$1M
Owning 20%
Projected Annually
\$143,210-238,595



BHG HATCH FUND INVESTORS (Midwest City, OK)

1	\$50,000	1%	Available	16	\$50,000	1%	Available	31	\$50,000	1%	Available	 
2	\$50,000	1%	Available	17	\$50,000	1%	Available	32	\$50,000	1%	Available	
3	\$50,000	1%	Available	18	\$50,000	1%	Available	33	\$50,000	1%	Available	
4	\$50,000	1%	Available	19	\$50,000	1%	Available	34	\$50,000	1%	Available	
5	\$50,000	1%	Available	20	\$50,000	1%	Available	35	\$50,000	1%	Available	
6	\$50,000	1%	Available	21	\$50,000	1%	Available	36	\$50,000	1%	Available	
7	\$50,000	1%	Available	22	\$50,000	1%	Available	37	\$50,000	1%	Available	
8	\$50,000	1%	Available	23	\$50,000	1%	Available	38	\$50,000	1%	Available	
9	\$50,000	1%	Available	24	\$50,000	1%	Available	39	\$50,000	1%	Available	
10	\$50,000	1%	Available	25	\$50,000	1%	Available	40	\$50,000	1%	Available	
11	\$50,000	1%	Available	26	\$50,000	1%	Available					
12	\$50,000	1%	Available	27	\$50,000	1%	Available					
13	\$50,000	1%	Available	28	\$50,000	1%	Available					
14	\$50,000	1%	Available	29	\$50,000	1%	Available					
15	\$50,000	1%	Available	30	\$50,000	1%	Available					
BHG HATCH Investor Funds								\$0				SOLD
								\$2,000,000				AVAILABLE
								\$0				TOTAL RAISE

Please notify us of your commitment amount, once subscribed/committed we'll inform the Investor List, call for the capital, and execute paperwork.
Investment amount are preferable sold in increments of \$50,000



DIRECT DEPOSIT AGREEMENT

Authorization Agreement

I hereby authorize BHG ENID BRUNCH LLC to initiate automatic deposits to my account at the financial institution named below. I also authorize BHG ENID LLC to make withdrawals from this account in the event that a credit entry is made in error.

Further, I agree not to hold BHG ENID BRUNCH LLC responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until BHG ENID BRUNCH LLC receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form.

Account Information

Financial Institution:

Routing Number: _____ Business ____ or Personal ____

Account Number: _____ Checking ____ or Savings ____

Signature

Authorized Signature: _____ Date _____

*Please attach a voided check or deposit slip

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

INDIVIDUAL PERSONAL HISTORY

MUST BE COMPLETED BY ALL APPLICANTS:

Individuals, partners, corporate officers, directors, stockholders, LLC managers, LLC members, tribal members, trustees, etc.

- Please complete all fields and answer all questions.
- Any false statement will disqualify you and subject you to prosecution under Oklahoma State law.

APPLICANT

1. First Name	2. MI	3. Last Name	4. Birthdate (mm/dd/yyyy)	
5. Social Security Number	6. Drivers License No. / State	7. Place of Birth (City, State, Country)		
8. Sex	9. Height	10. Weight	11. Hair Color	12. Eye Color
13. Home Phone			14. Business Phone	
15. Email Address				

RESIDENTIAL ADDRESS

16. List residential addresses for the past (5) years starting with the current address. Attach a separate sheet if necessary.

NUMBER AND STREET	CITY, STATE, ZIP	FROM (mm/yyyy)	TO (mm/yyyy)

RESIDENT STATUS

17a. Are you a U.S. Citizen? ☐ Yes ☐ No	17b. If "Yes", answer the following ☐ Native Born ☐ Naturalized
17c. If "Naturalized" provide the "A" number?	17d. If "NO" what is your legal status in the U.S.?
17e. Provide all documents such as Visa, Resident Alien or Employment Authorization Documents	

CURRENT EMPLOYMENT

18a. Name of Employer	Employer's Address	
Title	From (mm/yyyy)	To (mm/yyyy)

INDIVIDUAL QUESTIONNAIRE

19a. Have you ever been convicted of, pled guilty to or nolo contendere to a felony?

☐ Yes

☐ No

19b. Have you been convicted of any crime, violation or infraction of any law?

☐ Yes

☐ No

19c. Are there presently pending against you any criminal charges?

☐ Yes

☐ No

19d. Have you ever been convicted of a violation of any state or federal law relating to alcoholic beverages, or forfeited any bond while any such charge was pending against you?

☐ Yes

☐ No

19e. If you have answered "Yes" to 19a through 19d, list below

OFFENSE	DATE	CITY/COUNTY STATE	DISPOSITION (fine, probation, incarceration)

20. Are you presently or have you been licensed or employed in the liquor business?

☐ Yes

☐ No

LICENSE TYPE	LICENSE NUMBER	WHEN	LOCATION

21. Have you ever received a warning, a notice of violation, suspension, fine or revocation as a licensee?

☐ Yes

☐ No

WHEN	LOCATION

22. Have you ever been refused a license to sell, serve or dispense alcoholic beverages?

☐ Yes

☐ No

WHEN	LOCATION

23. Have you ever held or do you hold any financial interest in any liquor enterprise (manufacturing, importing, wholesale or retail)?

☐ Yes

☐ No

WHEN	LOCATION

24a. Is your spouse or any family member(s) working in any area of the liquor industry?

☐ Yes

☐ No

24b. If yes, for whom?

25a. Are you a member of any board or commission, or an agent or an employee of the state of Oklahoma or any political subdivision thereof? (County, City, Town or School District)

☐ Yes

☐ No

25b. If yes, explain

INDIVIDUAL QUESTIONNAIRE (continued)

26a. Do you individually, or the legal entity to be licensed, have any right, title, lien, claim or other interest, financial or otherwise, in, upon or to the premises, equipment, business of any ABLE Commission License?

☐ Yes

☐ No

26b. If yes, explain

27a. Does your interest result in exercise of control over, or participation in the management of the manufacture or wholesaler's business or business decisions?

☐ Yes

☐ No

27b. If yes, explain

28a. Are you a law enforcement official, a peace officer engaging in law enforcement activities or a person who appoints law enforcement officials?

☐ Yes

☐ No

28b. If yes, explain

29. Are you an employee of or related to any member of the ABLE Commission or to the Director or Assistant Director by affinity or consanguinity within the third degree?

☐ Yes

☐ No

30. Are you a judge, district attorney or public official who sits in a judicial capacity with jurisdiction over the Oklahoma Alcoholic Beverage Control Act?

☐ Yes

☐ No

31. Are you an employee of the Oklahoma Tax Commission engaging in auditing, enforcing or collecting of alcoholic beverage taxes?

☐ Yes

☐ No

I, _____, under penalty of law, swear that I have read all information provided in this document and any attachments and the information is true and correct. I also understand any false statement or representation in this application can result in my application being denied and/or criminal charges being filed against me. I also authorize the ABLE Commission to use all legal means to verify the information provided. I authorize any person or organization listed in this application to provide information about me to an Agent of the Oklahoma Alcoholic Beverage Law Enforcement Commission on a confidential basis, including bank and financial records, criminal history records, driving records, tax records and any other information relating to character or fitness for a liquor license. I will immediately notify the ABLE Commission if a Licensee-Wholesaler connection as described in the questionnaire above exists or is contemplated in my business.

Signature of Applicant

Title

OPERATING AGREEMENT
of
BHG MWC BRUNCH, LLC

As of the effective time of the Articles of Organization of BHG MWC BRUNCH, LLC, an Oklahoma limited liability company, the Members enter into this Agreement for the purpose of setting forth the agreements between themselves and the Company and with one another. The terms of the Agreement are as follows.

ARTICLE I
Organizational Matters

Section 1.01. *Formation.* The Company is formed as a limited liability company pursuant to the provisions of the Act. The rights and obligations of the Members, and the affairs of the Company, shall be governed first by the mandatory provisions of the Act, second by the Company's Articles of Organization, third by this Agreement, and fourth by the optional provisions of the Act. In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence.

Section 1.02. *Name.* The name of the Company is, BHG MWC BRUNCH, LLC.

Section 1.03. *Principal Office.* The principal office of the Company in the State of Oklahoma is located at 5708 Mistletoe Court Oklahoma City, OK 73142. The name of and address of its resident agent is Jeremy S. Buxton, 5708 Mistletoe Court Oklahoma City, OK

The Company may also maintain offices at such other place or places as the Members deem advisable.

Section 1.04. *Term.* The Company began upon the filing of the Company's Articles of Organization with the Oklahoma Secretary of State and shall have perpetual existence unless terminated as provided in this Agreement.

ARTICLE II
Definitions

Section 2.01. *Definitions.* For purposes of this Agreement, the following terms shall have the meanings ascribed to them.

"Act" shall mean the Oklahoma Limited Liability Company Act, OKLA. STAT. ANN., tit. 18 §§2000 *et seq.* (West. 1992), as it may be amended from time to time, and any successor to such act.

"Additional Capital Contributions" shall have the meaning set forth in Section 4.02.

"Affiliate" shall mean, with respect to any Person that is an entity, any Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. As used in this definition of "Affiliate", the term "control" shall mean either (i) the possession, directly or indirectly, of the power to direct or cause the direction of the management and/or policies of a Person, whether through ownership of voting securities, by contract or otherwise or (ii) a direct or indirect equity interest of ten percent (10%) or more in the entity.

"Agreement" shall mean this Operating Agreement, as the same may be amended, restated, modified or supplemented from time to time.

"Articles of Organization" shall mean the articles of organization filed by the Company under the Act, as the same may be amended from time to time.

"BBA" shall have the meaning set forth in Section 9.02.

"BBA Procedures" shall have the meaning set forth in Section 9.02.

"Capital Account" shall mean each capital account maintained for a Member pursuant to Section 4.04.

"Capital Contributions" shall mean the sum of the values of cash, property, services rendered, or a promissory note or other binding obligation to contribute cash or property or to perform services contributed to the Company by all Members, or any one Member, as the case may be (or the predecessor holders of any Percentage Interests of any such Members).

"Capital Gain" shall mean the Company's allocable share of gain from the disposition by the Company of a capital asset as defined in the Code (including any portion of such gain treated as ordinary income).

"Cash Available for Distribution" shall mean, with respect to any period, all cash receipts and funds received by the Company (except for Capital Contributions) minus (i) all cash expenditures and (ii) the cash reserved for working capital needs, capital expenditures, debt service or other purposes other than distributions.

"Code" shall mean the Internal Revenue Code of 1986, as amended, as in effect from time to time.

"Company" shall mean the limited liability company identified in Section 1.02.

"Company Property" shall mean all property owned, leased or acquired by the Company from time to time.

"Indemnitee" shall have the meaning specified in Section 7.04(a).

"Income" and "Loss" shall mean an amount equal to the Company's taxable income or loss (excluding Capital Gain or loss) for each taxable year, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Income or Loss shall be added to such Income or Loss.

(b) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) of the Code expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Income or Loss, shall be subtracted from such Income or Loss.

(c) Upon the distribution of property by the Company to a Member, gain or loss

attributable to the difference between the fair market value of the property and its basis shall be treated as recognized

"Majority Vote of the Members" shall mean the affirmative vote of the Members holding more than fifty percent (50.00%) of the Outstanding Percentage Interests, which vote may be recorded in the minutes of a meeting of the Members or in a written consent in lieu of a meeting.

"Manager" shall mean any Person elected by the Members in accordance with the terms of this Agreement to manage the daily operations of the Company.

"Mandatory Provisions of the Act" shall mean those provisions of the Act that may not be waived by the Members acting unanimously or otherwise.

"Member" shall mean any Person executing this Agreement as a Member of the Company on the signature pages hereto, and any Person hereafter admitted to the Company as a Member in accordance with this Agreement, but does not include any Person who has ceased to be a Member.

"Net Income" and **"Net Loss"** shall mean, for each fiscal year, the positive or negative difference, respectively, between all items of Income and Loss, exclusive of items of Income and Loss specially allocated to a Member pursuant to Section 5.02.

"Non-Contributing Member" shall have the meaning specified in Section 4.03.

"Outstanding" shall mean the Percentage Interest issued by the Company as shown on the Company's books and records, less any Percentage Interest held by the Company.

"Partnership Representative" shall mean the individual designated pursuant to Section 9.02.

"Percentage Interest" shall mean for each Member the ownership interest in the Company set forth opposite its name on Exhibit "A" attached to this Agreement, which is incorporated into this Agreement for all purposes.

"Person" shall mean a natural person, partnership, domestic or foreign limited partnership, domestic or foreign limited liability company, trust, estate, association, corporation or other entity.

"Record Holder" shall mean the Person in whose name such Percentage Interest is registered on the books and records of the Company as of the close of business on a particular Business Day.

"Securities Act" shall have the meaning specified in Section 13.05.

"Subscription Agreement" shall have the meaning specified in Section 4.01.

"Substitute Member" shall mean a transferee of a Percentage Interest who is admitted as a Member to the Company pursuant to Section 11.01 in place of and with all the rights of a Member.

"Supermajority Vote of the Members" shall mean the affirmative vote of the Members holding more than seventy-five percent (75.00%) of the Outstanding Percentage Interests, which vote may be recorded in the minutes of a meeting of the Members or in a written consent in lieu of a meeting.

“Tax Distribution” shall have the meaning specified in Section 5.07.

"Tax Item" shall mean each item of income, gain, loss, deduction, or credit of the Company for federal tax purposes, as separately stated and calculated pursuant to the Code.

“Unit” shall mean the fixed number representing the Percentage Interest owned by a Member in the Company used in calculating the Percentage Interests in the Company and shall not exceed five hundred (500) at any given time. For clarification purposes only, five (5) Units equal one (1) Percentage Interest.

ARTICLE III

Purpose

Section 3.01. *Purpose of the Company.* The Company is formed for the purpose of transacting any and all lawful business for which limited liability companies may be organized under the Act.

ARTICLE IV

Capital Contributions

Section 4.01. *Capital Contributions.* The Members' contributions to the capital of the Company are reflected on the books and records of the Company, and such amounts shall be credited to their respective Capital Accounts.

Section 4.02. *Additional Capital Contributions.* The Manager may require all of the Members to make additional capital contributions to the Company over and above the initial Capital Contributions (the “Additional Capital Contributions”) in the amounts determined by the Manager. The Members agree to make the Additional Capital Contributions in proportion to their Percentage Interests set forth opposite each Member's name on Exhibit “A”. The Manager shall be authorized to perform any tasks and to execute any agreements that are advisable to receive and accept all Capital Contributions.

Section 4.03. *Failure to Pay Capital Contributions.* If any Member fails to pay all or any portion of its Capital Contributions within thirty (30) days after delivery of written notice by the Manager requesting payment thereof (a “Non-contributing Member”), the Percentage Interest in the Company owned by a Non-contributing Member shall, at the Manager’s discretion, be forfeited or decreased by an amount equal to (i) the amount of Capital Contribution not paid by the Non-contributing Member divided by (ii) the sum of the initial Capital Contributions and all Additional Capital Contributions. The forfeited or decreased Percentage Interest of a Non-contributing Member shall be allocated among the other Members, who chose to participate by paying their proportionate share, in proportion to the Percentage Interest of each other Member to the aggregate Percentage Interests of all other Members.

Section 4.04. *Capital Accounts.* Each Member shall have a separate capital account (a "Capital Account") established and maintained for each Member for the full term of this Agreement in accordance with the capital account accounting rules of Treasury Regulation Section 1.704-1(b)(2)(iv).

Section 4.05. *Treatment of Capital Contributions and Capital Accounts.*

(a) No interest shall be paid by the Company on Capital Contributions or on balances in Members' Capital Accounts.

(b) Upon the transfer of all or a part of a Percentage Interest in the Company, the Capital Account of the transferor that is attributable to the transferred Percentage Interest shall become the Capital Account of the transferee.

(c) The Capital Accounts of the Members shall be adjusted, when required, pursuant to the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv). Optional adjustments to the Capital Accounts of the Members allowed by Treasury Regulation Section 1.704-1(b)(2)(iv) shall be made in the sole and absolute discretion of the Manager.

(d) Loans by any Member or Affiliate of a Member to the Company shall be approved by the Manager and shall not be considered a Capital Contribution. All loans or advances made by a Member or Affiliate of a Member to the Company shall bear interest at a rate and shall be repaid upon those terms and conditions as may be agreed upon between the Member or Affiliate making the Loan or advance and the Company.

Section 4.06. *Changes in Percentage Interests.* If a Member's Percentage Interest changes during any fiscal year, the allocations to be made pursuant to this Agreement shall be made in accordance with Section 706 of the Code, using any convention permitted by Section 706 of the Code and the regulations promulgated thereunder and selected by the Manager so as to equitably effectuate the allocations under this Article IV and Article V.

ARTICLE V
Allocations and Distributions

Section 5.01. *Distribution of Cash Available for Distribution.* The Manager may make distributions of Cash Available for Distribution from the Company to the Members at such times and in such amounts as the Manager may determine, in its sole discretion, except that such funds shall be distributed by the Manager to the Members in accordance with their respective Percentage Interests at the time of the distribution.

Section 5.02. *Allocation of Income and Loss.* In the event the Company has two (2) or more Members:

(a) Except as provided in Section 5.02(b) herein, all Tax Items shall be allocated to all Members and Assignees in accordance with their Percentage Interests during the period of allocation. Any distribution in respect of stock or other non-cash assets shall be allocated directly to that Member's capital account who contributed the stock or other non-cash asset to the Company.

(b) Notwithstanding anything to the contrary in this Section 5.02, if there is a net decrease in "minimum gain" (within the meaning of Treasury Regulations Section 1.704) during a fiscal year, all Members with a deficit balance in their Capital Accounts at the end of that year shall be allocated, before any other allocations of Company items for such fiscal year, items of Income and gain for such year (and if necessary, subsequent years), in an amount and in the proportions necessary to eliminate such deficits within thirty (30) days of written notice. The foregoing sentence is intended to be a "minimum gain charge back" provision as described in Treasury Regulations Section 1.704, and shall be interpreted and applied in all respects in accordance with that regulation.

(c) If during any fiscal year of the Company, any Member unexpectedly receives an adjustment, allocation, or distribution of the type described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), that Member shall be allocated items of Income in an amount and manner sufficient to eliminate that Member's deficit Capital Account balance within thirty (30) days of written notice.

(d) Under regulations prescribed by the Secretary of the Treasury pursuant to Section 704(c) of the Code, items of Capital Gain, Income and Loss with respect to property contributed to the Company by a Member shall be shared among Members as set forth in Section 5.02(b) and so as to take account of the variation between the basis of the property to the Company and its fair market value at the time of contribution. Any items allocated under this Section 5.02(d) shall not be debited or credited to Capital Accounts to the extent that item is already taken into account (upon formation or otherwise) in determining a Member's Capital Account.

(e) Upon the transfer of a Percentage Interest, Income, Capital Gain and Loss attributable to the transferred Percentage Interest shall, for federal income tax purposes, be allocated to the owners of such Percentage Interest on the basis of the Income or Loss for each month that such Person was the owner of such Percentage Interest, determined on a monthly interim closing of the books using the cash basis method of accounting. The Members may revise, alter or otherwise modify the method of allocation as they determine necessary to comply with Section 706 of the Code and regulations or rulings promulgated thereunder.

(f) If, and to the extent that, any Member is deemed to recognize Income as a result of any transaction between the Member and the Company pursuant to Sections 482, 483, 1272-1274, or 7872 of the Code, or any similar provision now or hereafter in effect, any corresponding resulting Loss or deduction of the Company shall be allocated to the

Member who was charged with that Income.

(g) All tax credits for federal or state income tax purposes shall be allocated in the same manner as Income.

Section 5.03. *Form of Distribution.* A Member, regardless of the nature of the Member's Capital Contribution, has no right to demand and receive any distribution from the Company in any form other than money. Except as provided in Section 12.06, no Member may be compelled to accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other Members and no Member may be compelled to accept a distribution of any asset in kind.

Section 5.04. *Restriction on Distributions.* Any distribution allowed or otherwise approved for under this Agreement shall not be made if, after giving effect to the distribution: (i) the Company would not be able to pay its debts as they become due in the usual course of business; or (ii) the Company's total assets would be less than the sum of its total liabilities.

Section 5.05. *Return of Distributions.* Members who receive distributions made in violation of the Act or this Agreement shall return such distributions to the Company. Except for those distributions made in violation of the Act or this Agreement, no Member shall be obligated to return any distribution to the Company or pay the amount of any distribution for the account of the Company or to any creditor of the Company. The amount of any distribution returned to the Company by a Member or paid by a Member for the account of the Company or to a creditor of the Company shall be added to the account or accounts from which it was subtracted when it was distributed to the Member.

Section 5.06. *Obligations of Members to Report Allocations.* The Members are aware of the income tax consequences of the allocations made by this Article V and hereby agree to be bound by the provisions of this Article V in reporting their shares of Company income and loss for income tax purposes.

Section 5.07. *Tax Distributions.* Notwithstanding any provision to the contrary, to the extent that the Company has Cash Available for Distribution, the Company shall make distributions to the Members for the purposes of paying income tax attributable to a Member for the applicable fiscal year (a "Tax Distribution"). The amount of the Tax Distribution shall be forty percent (40%) (or such lesser percentage as may represent all Cash Available for Distribution) of a Member's tax liability for the applicable fiscal year as shown on tax information sent to the Members under this Agreement. The Company shall make such distributions, if any, by the time required to send such tax information under this Agreement.

ARTICLE VI

Management and Operation of Business

Section 6.01. *Managers; Removal.* Management of the Company shall be vested in one (1) or more Managers, which shall be appointed by the Members from time to time pursuant to this Agreement. In the event that no Manager is appointed, or all Managers have been removed from office as provided in this Article VI, the business of the Company shall be under the exclusive

management of the Members, and in such case, a Majority Vote of the Members shall be necessary for all decisions affecting the Company, and individual Members shall have no power as such. A Manager may be removed for any or no reason upon the unanimous vote of the Members, and in the event the Manager is a Member, the Percentage Interests owned by the Manager shall be included from such vote.

Section 6.02. *Authority of Managers.* Any Manager may exercise all the powers of the Company whether derived from law, the Articles of Organization or this Agreement, except such powers as are by statute, by the Articles of Organization or by this Agreement vested solely in the Members.

Section 6.03. *Limitations on Authority of Manager.* In addition to any other limitation stated in this Agreement, no Manager or duly appointed officer shall have the authority to do the following acts without a Supermajority Vote of the Members:

- (a) Incur debt or any other type of obligation for or in the name of the Company other than one or more loans in the aggregate principal amount of \$2,000,000;
- (b) File a bankruptcy petition on behalf of the Company; or
- (c) Knowingly perform any act that would subject a Member to any personal liability; or
- (d) Amend Section 15.12 of this Agreement.

Section 6.04. *Company Funds.* The funds of the Company shall be deposited in an account or accounts designated by the Manager and shall not be commingled with any other funds. All deposits to, withdrawals from and charges against any of these accounts shall be made by the Manager or any duly authorized officer or agent of the Company.

Section 6.05. *Number, Term and Qualifications.* The Company may have one (1) or more Managers. Appointment of a Manager(s) or increases or decreases in the number of Managers may be made as the Members shall from time to time determine, by a unanimous vote of the Members. Each Manager shall hold office until his successor shall have been appointed. A Manager need not be a Member of the Company.

Section 6.06. *Manager.* The Manager of the Company shall be BHG BRUNCH Management, LLC.

Section 6.07. *Officers.* The Managers shall have the authority to appoint officers of the Company and their respective rights, powers and authority at any time. The officers of the Company may take any title including, but not be limited to, a chief executive officer, president, chief financial officer, vice president(s), secretary, and treasurer. The officers shall serve at the pleasure of the Managers, subject to all rights, if any, of an officer under any contract of employment. Any individual may hold any number of offices. No officer need be a resident of the State of Oklahoma or a citizen of the United States. The officers shall exercise such authority and powers and perform such duties and responsibilities as shall be determined from time to time by the Manager.

Section 6.08. *Outside Activities.* The Manager, each Member, and such Member's Affiliates may have business interests and engage in business activities in addition to those relating to the Company including, but not limited to, such interest or activity that competes directly with the business or activities of the Company. Neither the Company nor the other Members shall have any right by virtue of this Agreement or the relationship contemplated herein in any business ventures of such Manager, Member or such Member's Affiliates.

Section 6.09. *Limitation on Liability of Members.* No Member of the Company shall be liable to the Company or its Members for monetary damages for breach of fiduciary duty as a Member; provided, however, that nothing contained herein shall eliminate or limit the liability of a Member (i) for any breach of the Member's duty of loyalty to the Company or its Members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law and (iii) for any transaction from which the Member derived an improper personal benefit.

ARTICLE VII

Rights and Obligations of the Members

Section 7.01. *Limitation of Liability.* Notwithstanding anything in this Agreement to the contrary, except as otherwise expressly agreed in writing, a Member shall not be personally liable for any debts, liabilities, or obligations of the Company, whether arising in contract, tort or otherwise; and no Member shall be required to personally guaranty any obligations and/or indebtedness of the Company without such Member's written consent, which consent may be withheld, conditioned and/or delayed at such Member's sole discretion.

Section 7.02. *Rights of Member Relating to the Company.* In addition to other rights provided by this Agreement or by applicable law, a Member shall have the right on demand and at such Member's own expense:

- (a) To obtain any and all information regarding the status of the business and financial condition, and any other aspect, of the Company and its assets;
- (b) Promptly after becoming available, to obtain a copy of the Company's federal, state, and local income tax returns for each fiscal year;
- (c) To request the Company furnish the Member with a current list of the name and last known business, residence or mailing address of each Member;
- (d) To obtain information regarding the Capital Contributions made by each Member;
- (e) To receive a copy of this Agreement and the Articles of Organization and all amendments, together with copies of any powers of attorney pursuant to which this Agreement, the Articles of Organization, and all amendments; and
- (f) To inspect and copy any of the Company's books and records and obtain such other information regarding the affairs of the Company.

Section 7.03. *Restrictions on Powers.* Except as otherwise provided herein or by the Mandatory Provisions of the Act, a Member shall not have the authority or power to act on behalf of, or to bind, the Company, or any other Member, and a Member shall not have the right or power to take any action which would change the Company to a general partnership, change the limited liability of a Member, or affect the status of the Company as a partnership for federal income tax purposes.

Section 7.04. *Indemnification.*

(a) ***Company Indemnity.*** To the maximum extent permitted by law, the Company shall indemnify and hold harmless all Members, Managers, their respective Affiliates, and the officers, employees and agents of the Company (each, an "Indemnatee") from and against any and all losses, claims, demands, costs, damages, liabilities, joint and several, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements, penalties and other expenses actually and reasonably incurred by the Indemnatee in connection with any and all claims, demands, actions, suits, or proceedings, civil, criminal, administrative or investigative, in which the Indemnatee may be involved, or threatened to be involved, as a party or otherwise, by reason of the fact that the Indemnatee is or was a Member or Manager of the Company or is or was an officer, employee or agent of the Company, including Affiliates of the foregoing, arising out of or incidental to the business of the Company, provided (i) the Indemnatee's conduct did not constitute willful misconduct or recklessness, (ii) the action is not based on breach of this Agreement, (iii) the Indemnatee acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company and within the scope of such Indemnatee's authority and (iv) with respect to a criminal action or proceeding, the Indemnatee had no reasonable cause to believe its conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, in and of itself, create a presumption or otherwise constitute evidence that the Indemnatee acted in a manner contrary to that specified above.

(b) ***Advancement of Expenses.*** Expenses incurred by an Indemnatee in defending any claim, demand, action, suit or proceeding subject to this Section 7.04 may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnatee to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified as authorized in this Section 7.04.

(c) ***Non-Exclusivity.*** The indemnification provided by this Section 7.04 is in addition to any other rights to which the Indemnatee may be entitled under any agreement, vote of the Members, as a matter of law or equity, or otherwise, and shall inure to the benefit of the successors, assignees, heirs, legal representatives and administrators of the Indemnatee.

(d) ***Insurance.*** The Company may purchase and maintain insurance, at the Company's expense, on behalf of any of the Indemnitees against any liability that may be asserted against or expense that may be incurred by any Indemnatee in connection with the activities of the Company regardless of whether the Company would have the power to

indemnify such Indemnitee against such liability under the provisions of this Agreement.

Section 7.05. *Admission of Additional Members.* No additional Members may be added except in accordance with Section 11.02. Any additional Members shall obtain Percentage Interests and will participate in the management, Income, Loss and distributions of the Company on such terms as are reasonably determined by the Manager.

Section 7.06. *Transactions With The Company.* Subject to any limitations set forth in this Agreement and provided that a written disclosure notice is given to the other Members, a Member may lend money to and transact other business with the Company, and subject to other applicable law, such Member shall have the same rights and obligations with respect thereto as a Person who is not a Member.

Section 7.07. *Certificate of Membership Units.*

(a) ***Certificate.*** A Percentage Interest may be represented by a certificate of membership, which certificate (if any) shall state the name of the Company, the name of the person to whom the certificate is issued, the date of issue, the Percentage Interest represented thereby, and any other information deemed necessary by the Manager.

(b) ***Cancellation of Certificate.*** Except as herein provided with respect to lost, stolen, or destroyed certificates, no new certificates of membership shall be issued in lieu of previously issued certificates of membership until the former certificates for a like number of Percentage Interests shall have been surrendered to the Company and canceled by the Company. All certificates of membership surrendered to the Company for transfer shall be canceled and shall not be re-issued.

I ***Replacement of Lost, Stolen, or Destroyed Certificate.*** Any Member claiming that any certificate of membership issued to the Member is lost, stolen, or destroyed may make an affidavit or affirmation of that fact, in form and content satisfactory to the Manager, and request a new certificate be issued. Upon the giving of a satisfactory indemnity to the Company as reasonably required by the Manager in addition to the affidavit or affirmation, a new certificate may be issued to the claiming Member of the same tenor and representing the same Percentage Interests as was represented by the certificate alleged to be lost, stolen, or destroyed.

Section 7.08. *Voting.* Each Member shall have the right to approve or disapprove of matters as specifically stated in this Agreement. Except as otherwise provided in this Agreement, at each meeting of the Members, each Member entitled to vote shall vote in person or by proxy and shall have one (1) vote for each whole Percentage Interest standing registered in the Member's name at the closing of the transfer books for such meeting, or the record date fixed for such meeting by the Members, as the case may be, or standing registered in the Member's name at the time of such meeting if neither a date for the closing of the transfer books nor a record date for such meeting has been fixed by the Members. Unless otherwise required under the Mandatory Provisions of the Act or as otherwise expressly provided for in this Agreement, all matters allowing or requiring a vote of the Members shall be through a Majority Vote of the Members.

Section 7.09. Meetings of Members.

(a) ***Date, Time and Place of Meetings of Members; Secretary.*** Meetings of the Members may be held at such date, time and place within or without the State of Oklahoma as the Manager or a Member owning fifteen percent (15%) or more of the Outstanding Percentage Interests may fix from time to time. No annual or regular meetings of the Managers and/or the Members are required. At any meeting of the Members, the Members shall appoint a person to preside at the meeting and a person to act as secretary of the meeting by a Majority Vote of the Members. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute books of the Company.

(b) ***Power to Call Meetings.*** A meeting of the Members may be called by any Member or group of Members that hold Percentage Interests in excess of twenty-five percent (25%).

(c) ***Notice of Meeting.*** Written notice of a meeting of the Members shall be sent or otherwise given to each Member not less than three (3) nor more than sixty (60) days before the date of the meeting. The notice shall specify the place, date and hour of the meeting and the general nature of the business to be transacted. Upon written request to a Member by any person entitled to call a meeting of the Members, the Members shall immediately cause notice to be given to the Members entitled to vote that a meeting will be held at a time requested by the person calling the meeting, not less than three (3) days nor more than sixty (60) days after the receipt of the request. If the notice is not given within three (3) days after the receipt of the request, the person entitled to call the meeting may give the notice.

(d) ***Manner of Giving Notice; Affidavit of Notice.*** Notice of any meeting of the Members shall be given either personally, by certified mail, or confirmed facsimile, charges prepaid, addressed to the Member at the address of the Member appearing on the books of the Company or given by the Member to the Company for the purpose of notice. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by confirmed facsimile. If any notice addressed to a Member at the address of that Member appearing on the books of the Company is returned to the Company by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Member at that address, all future notices or reports shall be deemed to have been duly given without further mailing if these shall be available to the Member on written demand of the Member at the principal executive office of the Company for a period of one (1) year from the date of the giving of the notice.

(e) ***Quorum.*** The presence in person or by proxy representing more than fifty percent (50.00%) of the Outstanding Percentage Interests shall constitute a quorum at a meeting of the Members. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the loss of a quorum.

(f) ***Adjourned Meeting; Notice.*** A meeting of the Members, whether or not a quorum is present, may be adjourned from time to time by the vote of the Members holding

more than fifty percent (50.00%) of the Outstanding Percentage Interests represented at that meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at that meeting, except as provided in Section 7.09(e). When any meeting of the Members is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place are announced at a meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is subsequently fixed, or unless the adjournment is for more than forty-five (45) days from the date set for the original meeting, in which case the Members shall set a new record date. At any adjourned meeting, the Company may transact any business which might have been transacted at the original meeting.

(g) ***Waiver of Notice or Consent.*** The actions taken at any meeting of the Members however called and noticed, and wherever held, shall have the same validity as if taken at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the Members entitled to vote, who was not present in person or by proxy, signs a written waiver of notice or consents to the holding of the meeting or approves the minutes of the meeting. All such waivers, consents or approvals shall be filed with the Company records and made a part of the minutes of the meeting. Attendance of a Member at a meeting shall constitute a waiver of notice of that meeting, except when the Member objects at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice of the meeting if that objection is expressly made at the meeting. Neither the business to be transacted nor the purpose of any meeting of the Members need be specified in any written waiver of notice.

(h) ***Action by Written Consent without a Meeting.*** Any action that may be taken at a meeting of the Members may be taken without a meeting, if a consent in writing setting forth the action so taken, is signed and delivered to the Company promptly by the Members having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all of the Members entitled to vote on that action at a meeting were present and voted. All such consents shall be filed with the secretary of the Company and shall be maintained in the Company records. Any Member giving a written consent, or the Member's proxy holders, may revoke the consent by a writing received by the secretary of the Company before written consents of the number of votes required to authorize the proposed action have been filed.

(i) ***Telephonic Participation by Member at Meetings.*** A Member may participate in any meeting of the Members through the use of any means of conference telephones or similar communications equipment as long as all of the Members participating can hear one another. A Member so participating is deemed to be present in person at the meeting.

(j) ***Record Date.*** In order that the Company may determine the Members of record entitled to notices of any meeting or to vote, or entitled to receive any distribution or to exercise any rights in respect of any distribution or to exercise any rights in respect of any other lawful action, the Members may fix, in advance, a record date, that is not more than

sixty (60) days nor less than three (3) days prior to the date of the meeting and not more than sixty (60) days prior to any other type of action. If no record date is fixed, the record date shall be as set forth in the Act or as is reasonable under the circumstance as determined by the Manager.

(k) ***Proxies.*** Each Member entitled to vote for any matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the Member and filed with the secretary of the Company. A proxy shall be deemed signed if the Member's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission, electronic transmission or otherwise) by the Member or the Member's attorney in fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the Member executing the proxy before the vote pursuant to that proxy, by a writing delivered to the Company stating that the proxy is revoked, or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the person executing the proxy; or (ii) written notice of the death or incapacity of the Member executing the proxy is received by the Company before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of twelve (12) months from the date of the proxy, unless otherwise provided in the proxy.

ARTICLE VIII

Books, Records, Accounting, and Reports

Section 8.01. *Books and Records.* Appropriate books and records with respect to the Company's business, including, without limitation, all books and records necessary to provide to the Member any information, lists and copies of documents required to be provided pursuant to Section 7.02, shall at all times be kept at the principal office of the Company or at such other places as agreed to by the Members. Without limiting the foregoing, the following shall be maintained at the Company's principal office: (i) a current list of the full name and last known business address of each Member, (ii) copies of records that would enable a Member to determine the relative voting rights of the Members, (iii) a copy of the Articles of Organization, and any amendments thereto, (iv) copies of the Company's federal, state and local income tax returns and reports, if any, for the three (3) most recent years and (v) copies of any financial statements of the Company for the three (3) most recent fiscal years. Any records maintained by the Company in the regular course of its business may be kept on, or be in the form of, magnetic tape, photographs or any other information storage device, provided that the records so kept are convertible into clearly legible written form within a reasonable period of time.

Section 8.02. *Accounting.* The books of the Company shall be maintained on a tax basis of accounting in accordance with the provisions of this Agreement, Section 704 of the Code, and to the extent not inconsistent therewith accounting principles for tax basis accounting.

Section 8.03. *Fiscal Year.* The fiscal year of the Company shall be the calendar year, unless otherwise determined by the Manager.

Section 8.04. *Financial Statements; Tax Returns.* The Manager shall provide each Member with financial statements (consisting of at least a balance sheet and income statement) for each quarter within a reasonable time following the end of each applicable quarter. The Manager shall cause to be prepared at least annually, at the Company expense, information necessary for the preparation of a Member's federal and state income tax returns. The Manager shall send or cause to

be sent to each Member within a reasonable time following the end of each taxable year such information as is necessary to complete federal and state income tax or information returns.

Section 8.05. *Filings.* The Manager, at Company expense, shall cause any income tax return required to be filed by the Company to be prepared and timely filed with the appropriate authorities. The Manager, at Company expense, shall also cause to be prepared and timely filed, with appropriate federal and state regulatory and administrative bodies, amendments to, or restatements of, the Articles and all reports required to be filed by the Company with those entities under applicable law. If a Member is required by applicable law to execute or file any document but fails, after written demand, to do so within a reasonable period of time or refuses to do so, the Manager or any other Member may prepare, execute and file that document.

Section 8.06. *Reliance on Others.* Any Member may rely upon the advice of an accountant, consultant or advisor as to whether such decisions are in accordance with accounting methods followed for federal income tax purposes.

ARTICLE IX

Tax Matters

Section 9.01. *Taxable Year.* The taxable year of the Company shall be the calendar year, unless otherwise determined by the Manager.

Section 9.02. *Partnership Representative.*

(a) ***Designation.*** The Manager shall act as the “partnership representative” (the “Partnership Representative”) as provided in Code Section 6223(a) (as amended by the Bipartisan Budget Act of 2015 (the “BBA”). Any expenses incurred by Partnership Representative in carrying out its responsibilities and duties under this Agreement shall be an operating expense of the Company for which the Partnership Representative shall be reimbursed.

(b) ***Tax Examinations and Audits.*** The Partnership Representative is authorized to represent the Company in connection with all examinations of the affairs of the Company by any governmental authority, including any resulting administrative and judicial proceedings, and to expend funds of the Company for professional services and costs associated therewith. Each Member agrees to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of examinations by governmental authorities and any resulting proceedings. Each Member agrees that any action taken by Partnership Representative in connection with audits of the Company shall be binding upon such Member and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Company. The Partnership Representative shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any governmental authority.

(c) ***BBA Elections and Procedures.*** In the event of an audit of the Company

that is subject to the partnership audit procedures enacted under Section 1101 of the BBA (the "BBA Procedures"), the Partnership Representative, in its sole discretion, shall have the right to make any and all elections and to take any actions that are available to be made or taken by the Partnership Representative and/or the Company under the BBA Procedures (including any election under Code Section 6226 as amended by the BBA). If an election under Code Section 6226(a) (as amended by the BBA) is made, the Company shall furnish to each Member for the year under audit a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment, and each Member shall take such adjustment into account as required under Code Section 6226(b) (as amended by the BBA).

(d) ***Tax Returns and Tax Deficiencies.*** 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 (including penalties, additions to tax or interest imposed with respect to such taxes and any tax deficiency imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided in this Agreement.

Section 9.03. *Taxation.* In the event the Company has only one Member, the Company, exclusively for taxation purposes, shall be disregarded as an entity separate from its sole Member. In the event there are two (2) or more Members, it is the intent of the Company to be taxed as a partnership; therefore, no election shall be made by the Company or any Member for the Company to be excluded from the application of any provision of Subchapter K, Chapter 1 of Subtitle A of the Code or from any similar provisions of any state tax laws.

Section 9.04. *Section 754 Election.* The Company may, upon the decision by the Manager, elect, pursuant to Section 754 of the Code, or the corresponding provision of subsequent law, to adjust the basis of the Company's assets as provided by Sections 734 and 743 of the Code.

ARTICLE X

Transfer of Percentage Interests

Section 10.01. *Transfer Defined.* The term "transfer", when used in this Article X with respect to a Percentage Interest, shall be deemed to refer to a transaction by which the Member assigns all or a portion of its Percentage Interest, or any interest therein, to another Person, or by which the holder of a Percentage Interest assigns the Percentage Interest to another Person, and includes a sale, assignment, gift, transfer by will or intestate succession, exchange, by operation of law or any other disposition.

Section 10.02 *No Transfers.* Except as otherwise provided for in this Agreement, no Percentage Interest shall be transferred, in whole or in part; provided, that the restriction shall not apply to (i) the transfer from a Member to any trust, family limited liability company or family limited partnership under which the transferring Member is and remains a trustee, manager or general partner and/or (ii) any collateral assignment, pledge, encumbrance, hypothecation or mortgage of such Percentage Interest in favor of a creditor of such Member. Any transfer or purported transfer of any Percentage Interest made in violation of this Article X shall be void and

shall not be recognized by the Company. Any Person making or attempting to make a transfer in contravention of this Agreement shall indemnify and hold harmless the Company and the other Members from all losses, costs, expenses, damages and liabilities (including professional fees) incurred in connection with the transfer or attempted transfer.

Section 10.03. *Rights of Legal Representatives.* If a Member who is an individual dies or is totally and permanently disabled (as defined in Section 22(e)(3) of the Code) or is adjudged by a court of competent jurisdiction to be incompetent to manage the Member's person or property, the Member's executor, administrator, guardian, conservator or other legal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering the Member's property. If a Member is a corporation, trust or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

ARTICLE XI

Admission of Substitute and Additional Members

Section 11.01. *Admission of Substitute Members.* Notwithstanding the restrictions described in Article X, the Manager may admit a Substitute Member; provided, that the proposed Substitute Member shall: (1) execute and deliver to the Company an instrument of assignment that sets forth the intentions of the transferring Member that the proposed Substitute Member succeeds to the transferring Member's interest as a Substitute Member in his or her place; (2) agrees in writing to be bound by the terms and conditions of this Agreement; (3) the proposed Substitute Member shall have paid all reasonable legal fees and filing costs incurred by the Company in connection with his or her substitution as a Member; and (4) the books and records of the Company have been modified by the Manager to reflect the admission. The admission of a Substitute Member shall become effective on the date the Manager modifies the books and records of the Company to reflect such admission. Any Member who transfers all of his or her Percentage Interest shall cease to be a Member of the Company only when the transferee is admitted as a Substitute Member. Until that time, the transferring Member shall continue to have all right and obligations of a Member, except those rights to distributions which were transferred. Upon the completion and satisfaction of the requirements under this Section 11.01, the Substitute Member shall be Member of the Company and this Agreement. The requirements of Section 11.01 shall not apply to any transfer of a Percentage Interest from a Member to a revocable trust, family limited liability company or family limited partnership in accordance with Section 10.02. Any revocable trust, family limited liability company or family limited partnership acquiring a Percentage Interest shall automatically become a Substitute Member upon the assignment of the Percentage Interest from the transferring Member, and the Manager hereby expressly approves the revocable trust, family limited liability company or family limited partnership as a Substitute Member in the Company. Upon the admission of a Substitute Member by the Manager, the other Members agree to promptly execute and deliver to the Company an amendment to this Agreement and Exhibit "A" to reflect the new ownership of the Percentage Interests,

Section 11.02. *Admission of Additional Members.* The Company may admit an additional Member by accepting Capital Contributions from such Member on such terms and conditions as are reasonably approved by the Manager. Following receipt of such Capital Contributions from an additional Member, the Company shall issue such additional Member new Percentage Interests in and to the Company (such Percentage Interests shall not come from any

then existing Member), and the other Members agree to promptly execute and deliver to the Company an amendment to this Agreement and Exhibit "A" to reflect the new ownership of the Percentage Interests.

Section 11.03. *No Preemptive Rights.* No Member shall have a preemptive or other right to make a Capital Contribution unless authorized by contract or the approval of the Manager.

ARTICLE XII

Dissolution and Liquidation

Section 12.01. *Dissolution and Liquidation.* The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following: (i) the term of the Company stated in the Articles of Organization expires; or (ii) a reasonable determination by the Manager to dissolve the Company.

Section 12.02. *Method of Winding Up.* Upon dissolution of the Company, the Company shall immediately commence to liquidate and wind up its affairs. The Members shall continue to share profits and losses during the period of liquidation and winding up in the same proportion as before commencement of winding up and dissolution. The proceeds from the liquidation and winding up shall be applied in the following order of priority:

(a) To creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of liabilities of the Company other than liabilities to Members on account of their Capital Contributions or on account of a Member's withdrawal from the Company or pursuant to a withdrawal of capital; and

(b) The balance, to Members in accordance with their Capital Accounts.

Section 12.03. *Filing Articles of Dissolution.* Upon dissolution of the Company, Articles of Dissolution shall be filed as required by the Act, and each Member agrees to take whatever action may be advisable or proper to carry out the provisions of this Section.

Section 12.04. *Return of Capital* The return of Capital Contributions shall be made solely from Company Property.

Section 12.05. *Distributions in Kind.* Any non-cash asset distributed to a Member shall first be valued at its fair market value (as such term is defined in 26 C.F.R. 20.2031-1(b)) to determine the Income or Loss that would have resulted if the asset were sold for such value, which Income or Loss being allocated in accordance with this Agreement, and the Capital Account of the Member receiving the assets shall be adjusted to reflect such allocations. The amount distributed and charged to the Capital Account of a Member receiving an interest in such distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member assumes or takes subject to). If any Member objects to the fair market value assigned an asset, the fair market value shall be determined by a qualified independent appraiser (as such term is defined by IRS Revenue Code Section 170(f)(11)(e)(ii)) approved by the Manager.

Section 12.06. *Limitations on Payments Made in Dissolution.* Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely at the assets of the Company for the return of a Capital Account balance and shall have no recourse for any Capital Contribution and/or share of Income (upon dissolution or otherwise) against any other Member.

Section 12.07. *No Action for Dissolution.* Except as expressly permitted in this Agreement, a Member shall not take any voluntary action that directly causes dissolution of the Company. The Members acknowledge that irreparable damage would be done to the goodwill and reputation of the Company if any Member should bring an action in court to dissolve the Company under circumstances where dissolution is not required by Section 12. This Agreement has been drawn carefully to provide fair treatment of all parties and equitable payment in liquidation of the Percentage Interests. Accordingly, except where the Members have failed to liquidate the Company as required by this Article XII, each Member hereby waives and renounces any right to initiate legal action to seek the appointment of a receiver or trustee to liquidate the Company or to seek a decree of judicial dissolution of the Company on the ground that (a) it is not reasonably practicable to carry on the business of the Company in conformity with the Articles of Organization or this Agreement, or (b) dissolution is reasonably necessary for the protection of the rights or interests of the complaining Member. Damages for breach of this Section 12.07 shall be monetary damages only (and not specific performance), and the damages may be offset against distributions by the Company to which such Member would otherwise be entitled.

ARTICLE XIII

Investment Representations

Each Member, or if such Member is an entity, the controlling persons of that entity hereby represents and warrants to, and agrees with the other Members, and the Company as follows:

Section 13.01. *Experience.* By reason of previous business and financial experience, each Member is capable of evaluating the risks and merits of an investment in the Percentage Interests and of protecting its own interests in connection with this investment.

Section 13.02. *No Advertising.* No Member has seen, received, been presented with, or been solicited by any leaflet, public promotional meeting, newspaper or magazine article or advertisement, radio or television advertisement, or any other form of advertising or general solicitation with respect to its respective Percentage Interests.

Section 13.03. *Investment Intent.* Each Member is acquiring or has acquired its respective Percentage Interests for investment purposes for its own account only and not with a view to or for sale in connection with any distribution of all or any part of its respective Percentage Interest. No other person will have any direct or indirect beneficial interest in or right to its respective Percentage Interest.

Section 13.04. *Economic Risk.* Each Member is financially able to bear the economic risk of an investment in the Percentage Interests, including the total loss thereof.

Section 13.05. *No Registration of Membership Units.* Each Member acknowledges that the Percentage Interests have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), or qualified under Oklahoma securities law as amended, or any other applicable blue sky laws in reliance, in part, on its representations, warranties, and agreements in this Agreement.

Section 13.06. *Membership Units are Restricted Securities.* Each Member understands that the Percentage Interests are a “restricted security” under the Securities Act in that the Percentage Interests will be acquired in transactions not involving a public offering, and that the Percentage Interests may be resold without registration under the Securities Act only in certain limited circumstances and that otherwise the Percentage Interests must be held indefinitely.

Section 13.07. *No Obligation to Register.* Each Member represents, warrants, and agrees that the Company is under no obligation to register or qualify the Percentage Interests under the Securities Act or under any state securities law, or to assist the Member in complying with any exemption from registration and qualification.

Section 13.08. *No Disposition in Violation of Law.* Without limiting the representations and other provisions set forth in this Agreement, each Member shall not make any disposition of all or any part of its Percentage Interests that would result in any violation by the Member or the Company of the Securities Act, Oklahoma securities law or any other applicable securities laws. Without limiting the foregoing, each Member agrees not to make any disposition of all or any part of its Percentage Interests unless and until: (i) 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 (ii) the 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 other Members, the Member has furnished the Company with a written opinion of 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.

Section 13.09. *Legends.* Each Member understands that any certificate evidencing the Percentage Interests may bear one or both of the following legends:

(a) “THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR REGISTERED OR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, OR TRANSFERRED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS, AND CONDITIONS WHICH ARE SET FORTH HEREIN IN THE COMPANY'S OPERATING AGREEMENT, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY.”

(b) Any legend required by applicable state securities laws.

Section 13.10. *Investment Risk.* Each Member acknowledges that the Percentage Interests are a speculative investment which involves a substantial degree of risk of loss by the Member of its entire investment in the Company and that each Member understands and takes full cognizance of the risk factors related to the purchase and ownership of the Percentage Interests.

Section 13.11. *Investment Experience.* Each Member is an accredited investor and an experienced investor in unregistered and restricted securities of speculative and high-risk ventures.

Section 13.12. *Restrictions on Transferability.* Each Member acknowledges that there are substantial restrictions on the transferability of the Percentage Interests pursuant to this Agreement, that there is no public market for the Percentage Interests and none is expected to develop, and that, accordingly, it may not be possible for the Member to liquidate its investment in the Company.

Section 13.13. *Information Reviewed.* Each Member has received and reviewed all information the Member considers necessary or appropriate for deciding whether to purchase and own the Percentage Interests. Each Member has had an opportunity to ask questions and receive answers from the Company and its Members and employees regarding the Percentage Interests and regarding the business, financial affairs, and other aspects of the Company and has further had the opportunity to obtain all information (to the extent the Company possesses or can acquire such information without unreasonable effort or expense) which the Member deems necessary to evaluate the investment and to verify the accuracy of information otherwise provided to the Member.

Section 13.14. *No Representations By Company.* Neither any agent or employee of the Company or of any Member, or any other Person has at any time expressly or implicitly represented, guaranteed, or warranted to any Member that a Member may freely transfer the Percentage Interests, that a percentage of profit and/or amount or type of consideration will be realized as a result of an investment in the Percentage Interests, that past performance or experience on the part of the Members or their Affiliates or any other person in any way indicates the predictable results of the ownership of the Percentage Interests or of the overall Company business, that any cash distributions from Company operations or otherwise will be made to the Members by any specific date or will be made at all, or that any specific tax benefits will accrue as a result of an investment in the Company.

Section 13.15. *Consultation with Attorney.* Each Member has been advised to consult with its own attorney regarding all legal matters concerning an investment in the Company and the tax consequences of participating in the Company, and has done so, to the extent the Member considers necessary.

Section 13.16. *Tax Consequences.* Each Member acknowledges that the tax consequences to its investing in the Company will depend on its particular circumstances, and neither the Company, the Members, nor the partners, shareholders, members, managers, agents, officers, directors, employees, Affiliates, or consultants of any of them will be responsible or liable for the tax consequences to any Member of an investment in the Company. Each Member will look solely to, and rely upon, its own advisers with respect to the tax consequences of this investment.

Section 13.17. *No Assurance of Tax Benefits.* Each Member acknowledges that there can be no assurance that the Code will not be amended or interpreted in the future in such a manner so as to deprive the Company and the Members of some or all of the tax benefits the same might now receive, nor that some of the deductions claimed by the Company or the allocations of items of income, gain, loss, deduction, or credit among the Members may not be challenged by the Internal Revenue Service.

Section 13.18. Indemnity. Each Member shall defend, indemnify and hold harmless the Company, each and every other Member, and any officers, directors, shareholders, managers, members, employees, partners, agents, attorneys, registered representatives, and control persons of any such entity who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of or arising from any misrepresentation or misstatement of facts or omission to represent or state facts made by the Member including, without limitation, the information in this Agreement, against losses, liabilities, and expenses of the Company, each and every other Member, and any officers, directors, shareholders, managers, members, employees, partners, attorneys, accountants, agents, registered representatives, and control persons of any such Person (including attorneys' fees, judgments, fines, and amounts paid in settlement, payable as incurred) incurred by such Person in connection with such action, suit, proceeding, or the like.

ARTICLE XIV **Special and Limited Power of Attorney**

Section 14.01. Power of Attorney. The Manager shall at all times during the term of the Partnership have a special and limited power of attorney as the attorney-in-fact for each Member of the Company, with power and authority to act in the name and on behalf of each such Member to execute, acknowledge, and swear to in the execution, acknowledgment and filing of documents which are not inconsistent with the provisions of this Agreement and which may include, by way of illustration but not by way of limitation, the following:

14.01.01. This Agreement as well as any amendments to the foregoing which, under the laws of the state of Oklahoma or the laws of any other state, are required to be filed or which the Manager shall deem it advisable to file;

14.01.02. Any other instrument or document that may be required to be filed by the Company under the laws of any state or by any governmental agency or which the Manager shall deem it advisable to file;

14.01.03. Any instrument or document that may be required to effect the continuation of the Company, the admission of Substituted Members, or the dissolution and termination of the Company (provided such continuation, admission or dissolution and termination are in accordance with the terms of this Agreement);

14.01.04. Any contract, lease, deed of trust, mortgage, or other instrument of conveyance or encumbrance, with respect to the Company;

14.01.05. Any and all other instruments as the Manager may deem necessary or desirable to effect the purposes of this Agreement and carry out fully its provisions; and

14.01.06. Any and all agreements necessary or appropriate to enforce the provisions set forth in Section 4.03.

Section 14.02. *Provision of Power of Attorney.* The special and limited power of attorney of the Manager:

14.02.01. Is a special power of attorney that is irrevocable and shall survive the death, incapacity, termination or dissolution of the granting Member, and is limited to those matters herein set forth; and

14.02.02. May be exercised by the Manager by and through one or more of the officers of the Manager for each of the Members of the Company by the signature of the Manager acting as attorney-in-fact for all of the Members of the Company, together with a list of all Members executing such instrument by their attorney-in-fact or by such other method as may be required or requested in connection with the recording or filing of any instrument or other document so executed; and

14.02.03. Shall survive an assignment by a Member of all or any portion of its Percentage Interests except that, where the assignee of the Percentage Interests owned by the Member has been approved by the Manager for admission to the Company as a Substituted Member, the special power of attorney shall survive such assignment for the sole purpose of enabling the Manager to execute, acknowledge and file any instrument or document necessary to effect such substitution.

Section 14.03. *Notice to Members.* The Manager shall promptly furnish to a Member of the Company a copy of any amendment to this Agreement executed by the Manager pursuant to a power of attorney from the Member.

ARTICLE XV

General Provisions

Section 15.01. *Notices.* Any notice, demand, request or report required or permitted to be given or made to a Member under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class mail to the Member at the address set forth on Exhibit "A". Any notice, payment, or report to be given or sent to a Member hereunder shall be deemed conclusively to have been given or sent, upon mailing of such notice, payment, or report to the address shown on the records of the Company, regardless of any claim of any Person who may have an interest in the Percentage Interest by reason of an assignment or otherwise.

Section 15.02. *Captions.* All article and section captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise, references to "Articles" and "Sections" are to Articles and Sections of this Agreement.

Section 15.03. *Pronouns and Plurals.* Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

Section 15.04. *Further Actions.* The parties to this Agreement shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 15.05. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assignees.

Section 15.06. *Integration.* This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 15.07. *Waiver.* No failure by any party to insist upon the strict performance of any covenants, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

Section 15.08. *Multiple Counterparts.* This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto, independently of the signature of any other party.

Section 15.09. *Applicable Law; Venue; Jurisdiction.* All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Oklahoma or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Oklahoma. The Members further agree that any dispute arising out of this Agreement shall be decided by either the state or federal court in Oklahoma County, Oklahoma. The Members shall each submit to the jurisdiction of those courts and agree that service of process by certified mail, return receipt requested, shall be sufficient to confer said courts with *in personam* jurisdiction.

Section 15.10. *Invalidity of Provisions.* If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, the validity, legality, an enforceability of the remaining provisions contained herein shall not be affected thereby.

Section 15.11. *Interpretation.* In the event any claim is made by any Member relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Member or its counsel.

Section 15.12. *Limitations on Amendments.* Notwithstanding any other provision of this Agreement, no amendment to this Agreement may (i) enlarge the obligations of any Member under this Agreement or (ii) amend this Section 15.12 or Section 7.03, without a Supermajority Vote of the Members.

Section 15.13. *Attorney Fees.* In the event of any dispute between the Company and the Members or among the Members, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action.

(REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement effective as of the ____ day of March, 2025

“MANAGER”

BHG MWC BRUNCH MANAGEMENT, LLC,

an Oklahoma limited liability company

By: _____
Jeremy Buxton, Manager

“MEMBERS”

--

By: _____

EXHIBIT "A"

<u>Member Name and Address</u>	<u>Initial Capital Contribution</u>	<u>Membership Interest Percentage</u>
BHG MWC BRUNCH MANAGEMENT, LLC 5708 Mistletoe Court Oklahoma City, OK 73142	<u>\$50,000</u>	<u>100%</u>
TOTAL	<u>\$50,000</u>	<u>100%</u>