OMMU Office of MEDICAL MARIJUANA Use

FORM 1: APPLICANT GENERAL INFORMATION

Applicant Information				
Applicant Name				
Pioneer Growers of Florida, Inc.				
Mailing Address				
Post Office Box 1419				
City	Apt/Ste #	State	ZIP Code	Country
Sebring		Florida	33871	United States

Contact Information		
First Name	Last Name	Middle Initial
J. Ned	Hancock	
Telephone Number	Designated Email (for Department/Applicant Communications)	
863.446.2259	hancockcitrus@aol.com	

Medical Director Information			
First Name		Last Name	Middle Initial
Gwen		Wurm	R.
Florida Physician (MD or DO) License Number	Telephone Number	Email gwen@goodchem.org	
ME48698	781-493-9053		

SUBSECTION 4.2 – DECLARATION OF EXEMPT INFORMATION

A redacted copy of Pioneer Growers of Florida, Inc.'s complete application is being provided simultaneously with the filing of its application for licensure. The redactions are clearly marked and the applicable statutory citations to support the redactions for each affected section of the application are as follows:

Application Section	**Statutory Basis for Redaction**
Section 4.3.3	Section 119.0715, Florida Statutes
Section 4.4.1	Section 119.0715, Florida Statutes
Section 4.4.2	Sections 119.071(3) and 119.0715, Florida Statutes
Section 4.4.3	Sections 119.071(3) and 119.0715, Florida Statutes
Section 4.5.1	Section 119.0715, Florida Statutes
Section 4.5.2	Sections 119.071(3) and 119.0715, Florida Statutes
Section 4.5.3	Sections 119.071(3) and 119.0715, Florida Statutes
Section 4.6.1	Section 119.0715, Florida Statutes
Section 4.6.2	Sections 119.071(3) and 119.0715, Florida Statutes
Section 4.6.3	Sections 119.071(3) and 119.0715, Florida Statutes
Section 4.7.1	Sections 119.071(3) and 119.0715, Florida Statutes
Section 4.7.2	Sections 119.071(3) and 119.0715, Florida Statutes
Section 4.7.3	Sections 119.071(3) and 119.0715, Florida Statutes
Section 4.7.4	Sections 119.071(3) and 119.0715, Florida Statutes
Section 4.7.5	Sections 119.071(3) and 119.0715, Florida Statutes
Section 4.8.1	Section 119.0715, Florida Statutes
Section 4.8.2	Section 119.0715, Florida Statutes

Section 4.8.3	Section 119.0715, Florida Statutes
Section 4.8.4	Section 119.0715, Florida Statutes
Section 4.9.1	Section 119.0715, Florida Statutes
Section 4.9.2	Section 119.0715, Florida Statutes
Section 4.9.3	Section 119.0715, Florida Statutes
Section 4.9.4	Section 119.0715, Florida Statutes
Section 4.9.5	Section 119.0715, Florida Statutes
Section 4.10.1	Section 119.0715, Florida Statutes
Section 4.10.2	Section 119.0715, Florida Statutes
Section 4.10.3	Section 119.0715, Florida Statutes
Section 4.11.1	Section 119.0715, Florida Statutes
Section 4.11.2	Section 119.0715, Florida Statutes
Section 4.12.1	Section 119.0715, Florida Statutes
Section 4.12.2	Section 119.0715, Florida Statutes
Section 4.12.3	Section 119.0715, Florida Statutes

State of Florida
Department of State

I certify from the records of this office that PIONEER GROWERS OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on December 17, 2003.

The document number of this corporation is P03000158136.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 19, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of March, 2023

Secretary of State

Tracking Number: 8477173870CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

B113473

Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C

1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

COMMISSIONER
WILTON SIMPSON

ISSUED TO:

PIONEER GROWERS OF FLORIDA, INC.
HANCOCK, J. NED
PO BOX 1419
SEBRING, FL 33871-1419

THIS CERTIFICATE EXPIRES: 10/29/2023

FEE PAID: $200.00

REGISTRATION NO.: 47229199

DATE ISSUED: 09/16/2022

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

FDACS-08002 Revised 05/05

SUBSECTION 4.3.3 LEVEL 2 BACKGROUND SCREENING

Below, please find a complete list of Pioneer Growers of Florida, Inc. ("PGFL") owners and managers including (i) each individual's name, (ii) whether the individual is an owner and manager; (iii) the individual's email address; (iv) individual's physical mailing address; (v) the TCN number assigned to the individual by the Livescan Service Provider. Each of these owners and managers have fully completed a Form 2 (Waiver Agreement and Statement), attached herein.

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SUBSECTION 4.4.1 – CULTIVATION PLAN

As an operational citrus grove for over 20 years, Pioneer Growers of Florida, Inc.'s ("PGFL") core tenets are *Science, Access, Dignity, and Compassion.* We developed our industry-leading Cultivation Plan using this credo as our standard for excellence. PGFL is a joint venture between Chief Executive Officer Ned Hancock, an established Florida citrus grower overseeing over 2,800 acres of citrus holdings, and Chief Operating Officer Matthew Huron, a marijuana industry veteran who has cultivated over 107,000 pounds of marijuana. Using battle-tested standard operating procedures ("SOPs") from Mr. Huron's 23 years as a marijuana cultivator and growing practices specific to the Florida climate drawn from Mr. Hancock's 40 years of agricultural experience, we are confident in our ability to operate a cultivation facility in accordance with section 381.986(8), F.S., and the Florida Department of Health's ("Department") rules.

Marijuana & Low-THC Cannabis Cultivation Processes, Methods, and Techniques

[redacted]

Basic Propagation & Grow Practices

[redacted]

[redacted]

[redacted]

Environmental Controls: Humidity, Water, Nutrients

[redacted]

Intended Strains for Cultivation and Relation to Timeline

[redacted]

Expected Marijuana to be Cultivated Annually + Supplying Dispensing Locations

[redacted]

Use of Additives, Pesticides, Fungicides, and Herbicides Consistent with Department Rules

Disease Prevention and Management

Plan for Inspecting Seeds and Plants for Pests

Plan for Tracking Marijuana Plants within a Harvest

Plan for Treating and Removal of Infested or Infected Plants

Methods for Ensuring Compliance with Regulations for Sanitation and Waste Disposal

[redacted]

[redacted]

SUBSECTION 4.4.2 – CULTIVATION INFRASTRUCTURE

Drawing from our collective 107 years of marijuana cultivation and hands-on agricultural experience, Pioneer Growers of Florida, Inc. ("PGFL") has taken proactive steps to identify and secure the infrastructure required to execute our plan to cultivate marijuana in full accordance with Section 381.986(8), F.S. and the Florida Department of Health's ("Department") rules. [redacted] All cultivation activity, including growing capacity, cultivation environment, odor mitigation, cultivation systems, irrigation systems, water management, environmental control systems, and backup systems will be overseen by our Chief Executive Officer, Chief Operating Officer, Medical Director, and Manager of Cultivation, who have led the cultivation of over 107,000 pounds of medical and adult use marijuana in regulated states across the nation. [redacted]

Growing Capacity for Proposed Cultivation Facility + Cultivation Environment

[redacted]

Cultivation Facility Odor Mitigation

[redacted]

Cultivation Systems (Lighting, Nutrient Dispersal, Data Collection, Power)

[redacted]

[redacted]

[redacted]

Irrigation Systems and Access to Water Resources

[redacted]

Environmental Controls

[redacted]

Backup Plans for All Systems

SUBSECTION 4.4.3 – ABILITY TO SECURE CULTIVATION INFRASTRUCTURE

As demonstrated throughout *Subsection 4.4.2, Cultivation Infrastructure,* Pioneer Growers of Florida, Inc. ("PGFL") has developed a comprehensive, actionable plan to ensure it is able to operate a state-of-the-art cultivation facility in accordance with Section 381.986(8), F.S. and Florida Department of Health ("Department") rules that fully aligns with the representations it has made relative to the proposed timeline, yield, and plant quality within *Subsection 4.4.l, Cultivation Plan.* PGFL is a joint venture between Chief Executive Officer Ned Hancock, an established Florida citrus grower with direct oversight of over 2,800 acres of citrus holdings, and Chief Operating Officer Matthew Huron, a marijuana industry veteran who has cultivated over 107,000 pounds of marijuana. Using their combined Rolodex amassed from over 63 years of agricultural experience, PGFL has secured the vast majority of its cultivation infrastructure and has an excellent ability to secure any remaining items needed to begin cultivating marijuana.

Currently Secured Cultivation Infrastructure: Physical Facility Infrastructure

[redacted]

[redacted]

[redacted]

Currently Secured Cultivation Infrastructure: Systems Infrastructure

[redacted]

[redacted]

[redacted]

[redacted]

Cultivation Infrastructure to be Secured

-

Timeline to Achieve Cultivation Authorization

Assumptions Upon Which the Timeline is Based

Vendor Commitment Letters

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

SUBSECTION 4.5.1 – PROCESSING PLAN

Pioneer Growers of Florida, Inc.'s ("PGFL") core tenets are *Science, Access, Dignity, and Compassion,* and our industry-leading Processing Plan (the "Plan") was developed using this credo as our standard for excellence. PGFL is a joint venture between Chief Executive Officer Ned Hancock, a Florida citrus grower with direct oversight of over 2,800 acres of citrus holdings, and Chief Operating Officer Matthew Huron, a marijuana industry veteran who has produced over 650,000 units of marijuana products with no deficiencies or violations. Using marijuana industry-leading standard operating procedures ("SOPs") that have been battle tested by Mr. Huron over 23 years, PGFL is confident in its unique ability to operate a state-of-the-art processing facility in accordance with Section 381.986(8), F.S., and the rules of the Florida Department of Health.

Methods of Extraction

A cornerstone of our purpose-driven philosophy is showcasing the natural integrity of the medical marijuana plant. [redacted]

Solvents and Gases Used for Extraction

Compliance with CMTL Testing Rules

Treatment of Marijuana or Final Products Failing Testing Requirements

Quality Assurance Program

Food Safety Good Manufacturing Processes

Packaging and Labeling of Usable Products

Marijuana Waste, Disposal, and Sanitation Plan

Pre-Rolled Marijuana Cigarettes

Edible Product Offerings

Systems to Control THC Potency in Edible Product Offerings

Topical Product Offerings

SUBSECTION 4.5.2 – PROCESSING INFRASTRUCTURE

Drawing from our collective 107 years of marijuana processing experience, Pioneer Growers of Florida, Inc. ("PGFL") has taken proactive steps to identify and secure the infrastructure required to execute our plan to process marijuana in full accordance with Section 381.986(8), F.S. and the rules of the Florida Department of Health ("Department"). [redacted] processing activity and infrastructure described in this subsection, including extraction, concentration, and safety equipment, odor mitigation, computer systems, ventilation and exhaust, and backup systems, will be overseen by our Chief Operating Officer, Medical Director, and Processing Manager, who have led the processing of over 650,000 individual units of marijuana products in regulated states across the nation, evidencing our ability to execute the processing plan described in *Subsection 4.5.1*.

Proposed Processing Facility + Processing Areas

[redacted]

[redacted]

Solventless Extraction

Analytical Equipment

Safety Equipment

Access to Sufficient Potable Water

[redacted]

Odor Mitigation

[redacted]

Processing Systems (Data Collection, Power, and Packaging and Labeling)

[redacted].

Computer Systems and Software

Ventilation and Exhaust Systems

Backup Plans for All Identified Systems

SUBSECTION 4.5.3 – ABILITY TO SECURE PROCESSING INFRASTRUCTURE

As demonstrated throughout *Subsection 4.5.2, Processing Infrastructure,* Pioneer Growers of Florida, Inc. ("PGFL") has developed a comprehensive, actionable plan to ensure it is able to operate a state-of-the-art processing facility in full accordance with Section 381.986(8), F.S., and Florida Department of Health ("Department") rules that fully aligns with the representations it has made relative to proposed timeline and quantity of marijuana products produced within *Subsection 4.5.l, Processing Plan.* PGFL is a joint venture between Chief Executive Officer Ned Hancock, a Florida citrus grower with direct oversight of over 2,800 acres of citrus holdings, and Chief Operating Officer Matthew Huron, a marijuana industry veteran who has processed over 650,000 individual units of marijuana. Using their combined Rolodex amassed from over 63 years of agricultural and manufacturing experience, PGFL has secured the vast majority of its processing infrastructure and has an excellent ability to secure any remaining items.

Currently Secured Processing Infrastructure: Physical Facility Infrastructure

- [redacted]
- [redacted]
- [redacted]
- [redacted]

Currently Secured Processing Infrastructure: Systems Infrastructure

Currently Secured Processing Infrastructure: Systems Infrastructure

Processing Infrastructure to be Secured

Timeline to Achieve Processing Authorization

Assumptions Upon Which the Timeline is Based

Vendor Commitment Letters

[redacted]

[redacted]

[redacted]

SUBSECTION 4.6.1 – DISPENSING PLAN

Led by a consortium of professionals with over 107 combined years of marijuana dispensing and medical experience, Pioneer Growers of Florida, Inc.'s ("PGFL") core tenets are *Science, Access, Dignity, and Compassion,* and our industry-leading Dispensing Plan was developed using this credo as our standard for excellence. PGFL is a joint venture between Chief Executive Officer Ned Hancock, a Florida citrus grower, and Chief Operating Officer Matthew Huron, a marijuana industry veteran who has dispensed over 2,680,000 compliant transactions. Using comprehensive standard operating procedures that have been used by Mr. Huron over his 23 years as a marijuana business owner and showcasing Medical Director Dr. Gwen Wurm and Manager of Dispensing Duncan Smith's industry-leading patient education and compassionate care programs, PGFL is confident in its ability to operate state-of-the-art dispensing facilities across the State of Florida in full accordance with Section 381.986(8), F.S. and Department of Health ("Department") rules.

Product Offerings

Number of Dispensing Facilities, Hours of Operation, and Delivery Practices

Patient Education

Patient Confidentiality

Adverse Incident Documentation and Investigation

[redacted]

Dispensing to Patients

[redacted]

Tracking Purchase Limits

Dispensing Edibles

[redacted]

[redacted]

SUBSECTION 4.6.2 – DISPENSING INFRASTRUCTURE

Drawing from our collective 107 years of marijuana dispensing experience, Pioneer Growers of Florida, Inc. ("PGFL") has taken proactive steps to identify and secure the infrastructure required to execute our plan to dispense medical marijuana as described in *Subsection 4.6.1* in full accordance with Section 381.986(8), F.S. and Department rules. This subsection will outline the efforts we have taken to secure locations across the state for our dispensing facilities (the "Dispensing Facilities") that are strategically sited in areas that are easily accessible to patients with sufficient parking and access to major roadways and other forms of transportation. All dispensing will be overseen by our Chief Operating Officer, Medical Director, and Dispensing Manager, including the infrastructure required to operate our Dispensing Facilities, such as computer network systems that have methods to secure electronic data, vehicles for transporting medical marijuana, and communication systems for the transport of medical marijuana.

Dispensing Facility Locations + Accessibility

Computer Network Systems

Marijuana Transport Vehicles

Transport Communications

Patient Testimonials

SUBSECTION 4.6.2 – DISPENSING INFRASTRUCTURE: ADDENDUM

Please find enclosed:

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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SUBSECTION 4.6.3 – ABILITY TO SECURE DISPENSING INFRASTRUCTURE

As demonstrated throughout *Subsection 4.6.2, Dispensing Infrastructure,* Pioneer Growers of Florida, Inc. ("PGFL") has developed a comprehensive, actionable plan to ensure it is able to operate state-of-the-art dispensing facilities in full accordance with Section 381.986(8), F.S. and Department rules that fully aligns with the representations it has made relative to its proposed timeline and quality of patient care within *Subsection 4.6.l, Dispensing Plan.* PGFL is a joint venture between Chief Executive Officer Ned Hancock, an established Florida citrus grower with direct oversight of over 2,800 acres of citrus holdings, and Chief Operating Officer Matthew Huron, a marijuana industry veteran who has overseen over 2,680,000 compliant marijuana transactions within licensed establishments in Massachusetts and Colorado. Using their combined Rolodex amassed from over 63 years of Florida business and nationwide dispensing experience, PGFL has secured the vast majority of its dispensing infrastructure and has an excellent ability to secure any remaining items needed to begin dispensing medical marijuana in accordance with the Department's MMTC Authorization Procedures Rule.

Currently Secured Dispensing Infrastructure: Physical Facility Infrastructure

Currently Secured Dispensing Infrastructure: Systems Infrastructure

[redacted]

Currently Secured Dispensing Infrastructure: Dispensing Tools and Products

[redacted]

Infrastructure to be Secured

Timeline to Achieve Dispensing Authorization

Assumptions Upon Which the Timeline is Based

[redacted]

Vendor Commitment Letters

[redacted]

[redacted]

[redacted]

[redacted]

SUBSECTION 4.7.1 – PREMISES SECURITY

Pioneer Growers of Florida, Inc. ("PGFL") is committed to implementing a comprehensive security plan that ensures the security and safety of the premises where the cultivation, processing, storage, and dispensing of marijuana will occur. The plan was developed using best practices from our combined 107 years of marijuana and security experience that has been lauded by law enforcement personnel in other states. [redacted]

Secure Storage

[redacted]

Emergency Management Plan

Security Alarm and Video Surveillance Systems

Facility Entrance Points and Locking Options

[redacted]

Location of Security Cameras

[redacted]

[redacted]

Outdoor Lighting

[redacted]

Location of Alarm Inputs

[redacted]

[redacted]

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SUBSECTION 4.7.2 – IT SECURITY

Pioneer Growers of Florida, Inc. ("PGFL") acknowledges that in our increasingly global world, physical and virtual cybersecurity is just as crucial as traditional physical security measures in ensuring the safety and security of our operations. [redacted] Our IT security practices will comply with Florida law and the regulations of the Florida Department of Health ("Department"), including Rule 64ER22-7.

Information Technology System Foundation

[redacted]

- [redacted]

[redacted]

[redacted]

Employee Access Protocols

[redacted]

Customer Permissions

[redacted]

IT Password Requirements and Computer Access

IT Security Breach Containment and Corrective Procedures

[redacted]

IT Maintenance

[redacted]

Information Technology Infrastructure

[redacted]

Information Technology Security

[redacted]

[redacted]

[redacted]

SUBSECTION 4.7.3 – DIVERSION, UNLAWFUL ACCESS, AND TRANSPORTATION

Pioneer Growers of Florida, Inc. ("PGFL") understands the critical importance of implementing a thorough plan to prevent the diversion of and unlawful access to medical marijuana and to ensure the safe and secure transport of medical marijuana during all phases of the Medical Marijuana Treatment Center ("MMTC") business. [redacted]

Inventory Tracking and Control Systems

[redacted]

Waste Disposal in accordance with Rule 64-4.207

Proposed Security Systems and Features for Vehicles

Vehicle Tracking Systems

[redacted]

Vehicle Maintenance Plans

[redacted]

Use of Transportation Manifests

SUBSECTION 4.7.4 – PERSONNEL SCREENING AND TRAINING

As a company rooted in *Science, Access, Dignity, and Compassion*, Pioneer Growers of Florida, Inc. ("PGFL") is committed to providing each of its employees with comprehensive, recurring, and quality training programs that go above and beyond minimum standards required by law. [redacted]

Personnel Screening

[redacted]

Personnel Training

Training for Conflict Resolution, Proper Handling of Violent Incidents, and Emergencies

Training to Prevent Unregistered Individuals from Purchasing Medical Marijuana

Training Personnel in the Proper Operation of an MMTC

Training for the Proper Documentation of Medical Marijuana Transactions

SUBSECTION 4.7.5 – RECALLS

In the unlikely event that a recall is required, Pioneer Growers of Florida, Inc. ("PGFL") will abide by all recall procedures set forth by Florida's medical marijuana laws and the regulations of the Office of Medical Marijuana Use under the Department of Health ("Department") for any medical marijuana or medical marijuana delivery devices that are or may be unsafe for human consumption, fail to meet potency requirements, or for which the labeling of tetrahydrocannabinol and cannabidiol concentration is inaccurate.[i] [redacted]

Recall of Marijuana or Usable Product

[redacted]

Recall Determination and Handling of Recalled Product

Communications with Affected Individuals and the General Public

[redacted]

Post-Recall Efforts

[redacted]

[redacted]

SUBSECTION 4.8.1 – EXPERIENCE IN THE MARIJUANA INDUSTRY

In furtherance of our company's core tenets of *Science, Access, Dignity, and Compassion*, Pioneer Growers of Florida, Inc. ("PGFL") is dedicated to providing Florida patients and caregivers with the highest quality of care and medical marijuana products. As a team with over 107 collective years of marijuana experience, we recognize that the most critical component of achieving our mission is personnel. We convened a consortium of experts who are uniquely suited to execute the plans described in *Subsections 4.4.1, 4.5.1, 4.6.1, and 4.7.1.*

Marijuana Experience

[redacted]

Lessons Learned

SUBSECTION 4.8.2 – OTHER EXPERIENCE

As an operational citrus grove for over 20 years, Pioneer Growers of Florida, Inc. ("PGFL") has coalesced a talented team with a wide breadth of experience from a diverse range of fields, including but not limited to agriculture and horticulture; other regulated industries; analytical chemistry; retail sales; and secure inventory tracking and control. This ancillary experience, combined with our collective 108 years of marijuana experience, makes us uniquely suited to execute the plans described in *Subsections 4.4.1, 4.5.1, 4.6.1, and 4.7.1.*

Agriculture and Horticultural Experience

[redacted]

Other Regulated Industries

Analytical Chemistry and Microbiology

[redacted]

Retail

[redacted]

Inventory Tracking

Other Experience: Quality Assurance

SUBSECTION 4.8.3 – BUSINESS PLAN

Relying on our 107 years of combined marijuana experience, Pioneer Growers of Florida, Inc. ("PGFL") has developed the following business plan that will be implemented upon the issuance of an MMTC license by the Office of Medical Marijuana Use under the Department of Health (the "Department"). No cultivation, processing, or dispensing activity will occur without receipt from the Department of notices of approval authorizing us to cultivate, process, or dispense marijuana or marijuana delivery devices per Emergency Rule 64ER21-10(6).

Cultivation and Processing Facility Timeline and Steps

[redacted]

Dispensing Facility Timeline and Steps

Assumptions

SUBSECTION 4.8.4 – PRIOR ENFORCEMENT ACTION

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SUBSECTION 4.9.1– EXPERIENCE IN THE MARIJUANA INDUSTRY (MEDICAL DIRECTOR)

In furtherance of our company's core tenets of *Science, Access, Dignity, and Compassion*, Pioneer Growers of Florida, Inc. ("PGFL") is dedicated to ensuring qualified patients receive the highest quality of medical marijuana products and dispensary services. [redacted]

Experience Operating Medical Marijuana Facilities

[redacted]

Dispensing Experience

[redacted]

Cultivation and Processing Experience

Experience in Marijuana Research + Enhanced Treatment Efficacy

Satisfaction of Regulatory Requirements

SUBSECTION 4.9.2– OTHER RELEVANT EXPERIENCE (MEDICAL DIRECTOR)

In furtherance of our company's overarching commitment to *Science, Access, Dignity, and Compassion*, Pioneer Growers of Florida, Inc. ("PGFL") [redacted]

Treatment of patients suffering from cancer, epilepsy, glaucoma, HIV/AIDS, post-traumatic stress disorder, amyotrophic lateral sclerosis, Crohn's disease, Parkinson's disease, or MS.

[redacted]

Treatment of patients suffering from a terminal illness

[redacted]

Recognizing/treating drug dependency, abuse, addiction, and substance use disorder

[redacted]

Patient education, pharmaceutical formulations, dosage forms, dispensing medications

Clinical trials or observational studies; analytical laboratory methods and quality control

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SUBSECTION 4.9.3 – OVERSIGHT

Stemming from our company's overarching commitment to *Science, Access, Dignity, and Compassion*, Pioneer Growers of Florida, Inc. ("PGFL") is dedicated to providing qualified patients with the highest quality of care. [redacted]

Scope of Leadership: Medical Director

[redacted]

Medical Director's Role in Facility Planning

Medical Director's Role in Supervision + Oversight of MMTC Activities

Continuity Plan

Continuing Education

SUBSECTION 4.9.4 – MANAGING CONFLICTS OF INTEREST

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SUBSECTION 4.10.1 PERSONNEL QUALIFICATIONS

In furtherance of our company's core tenets of *Science, Access, Dignity, and Compassion*, Pioneer Growers of Florida, Inc. ("PGFL") is dedicated to providing Florida patients and caregivers with the highest quality medical marijuana products and customer service. We recognize that the most critical component of achieving this mission is our personnel. [redacted]

Necessary Positions

[redacted]

[redacted]

[redacted]

[redacted]

Basic Qualifications

Hiring Plan for Remaining Necessary Positions

[redacted]

[redacted]

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SUBSECTION 4.10.2 – DRUG-FREE WORKPLACE

[redacted]

SUBSECTION 4.10.3 – PERSONNEL TRAINING

As a company rooted in *Science, Access, Dignity, and Compassion*, Pioneer Growers of Florida, Inc. ("PGFL") is committed to providing each of its employees with comprehensive, recurring, and quality training programs that go above and beyond minimum standards required by law. [redacted]

Superior Personnel Training Practices

Training Modalities and Frequency

[redacted]

Initial Training and Ongoing Employee Education

Specific Training Topics and Requirements

Patient Confidentiality

Patient Education

Collection of Patient Information and the Confidentiality of Such Information

[redacted]

[redacted]

SUBSECTION 4.11.1 – DIVERSITY PLAN

Pioneer Growers of Florida, Inc.'s ("PGFL") commitment to fostering a diverse workforce that encourages inclusion is a cornerstone of our purpose-driven business. As an operational citrus grove that has employed thousands of Floridians over the past two decades, we understand that Florida's diverse heritage is a beneficial resource that only serves to enhance the quality of the products we produce and the services we provide to patients.

Promoting Diverse Involvement and Recruiting Diverse Candidates

Contracting with Minority and Veteran Business Enterprises

Supporting Diversity and Inclusion to Benefit the Patient Experience

Measuring Effectiveness of the Diversity and Inclusion Plan

SUBSECTION 4.11.2 – IMPLEMENTATION OF DIVERSITY PLAN

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Page

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SUBSECTION 4.12.2 – AVAILABLE FUNDING

Pioneer Growers of Florida, Inc. is dedicated to meeting the needs of patients across Florida and has the resources, skills, industry-specific knowledge, leadership, and access to capital to successfully build out and execute every phase of our business plan. [redacted] The following sections demonstrate how our available capital exceeds the funds required for all phases of our business plan, as well as the ability to maintain operations for the duration of the two-year approval cycle.[i]

Buildout Phases and Associated Costs

[redacted]

Projected Pre-Operational Stages

Financial Capitalization

Source of Funds

[redacted]

- [redacted]
- [redacted]

Pending Lawsuits & Outstanding Judgements

[redacted]

Financial Obligations

[redacted]

[redacted]

SUBSECTION 4.12.2 – AVAILABLE FUNDING: ADDENDUM

[redacted]

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SUBSECTION 4.12.3 – PROJECTED BUDGET

Pioneer Growers of Florida, Inc. ("PGFL") is deeply committed to providing high-quality and affordable medical marijuana and medical marijuana products to Florida patients. [redacted]

Financial Model and Assumptions

[redacted]

[redacted]

Preoperative Budget

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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Operating Budget

Two Year Pro Forma

SUBSECTION 4.12.3 – PROJECTED BUDGET: ADDENDUM

[redacted]

[redacted]

[redacted]

SUBSECTION 4.13.1 OWNERSHIP INFORMATION FOR INDIVIDUAL (NATURAL PERSON) APPLICANTS

Pioneer Growers of Florida, Inc. is not an individual (natural person/sole proprietor) applicant. Please find information describing our ownership in Subsection 4.13.2 Ownership Information for Entity Applicants and Subsection 4.13.3 Capitalization Tables, Change of Control, and Related Entities.

4.13.2 Ownership Information for Entity Applicants

Pioneer Growers of Florida, Inc. ("PGFL") is a Florida Corporation that was first registered to do business in the state of Florida on December 17, 2003 under the name of Gose Growers, Inc. The name of the corporation was changed to Pioneer Growers of Florida, Inc. on February 8, 2023. Please find documentation of this name change affixed hereto as Exhibit A.

Full names of managing partner and all other partner(s); percentage of ownership interests in partnership

There are two direct owners of PGFL.

- GCNFL, LLC is the 50% shareholder of PGFL. It is wholly owned by Matthew Huron.
- The H5 Group, LLC ("H5") is the 50% shareholder of PGFL. A table outlining shareholder interest is shown below:

Name	Direct Ownership of H5	Indirect Ownership of PGFL
Susanne Hancock Clemens	35	17.5
Jonathan "Ned" Hancock and Tammy Hancock as husband and wife	45	22.5
Alison Hancock	10	5
Marti Hancock	10	5

PGFL's shareholders elect a Board of Directors to manage the operations of the corporation. Current directors are:

- Jonathan "Ned" Hancock
- Marti Hancock

- Susanne Hancock Clemens
- Matthew Huron
- Keith “Tony” Nuber
- Dr. Gwen Wurm

Business/corporate addresses

Our current corporate address is 989 N LRL Ranch Road, Avon Park, FL 33825.

Taxpayer identification number

Our Employer Identification Number is 20-0576276.

Partnership agreements, joint venture documents, operating agreements, shareholder agreements, and buy/sell agreements if any.

Enclosed please find the Bylaws of Pioneer Growers of Florida, Inc. (Exhibit B).

Exhibit A

P03000158130

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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2023 FEB -8 AM 9:56
2023 FEB -8 PM 2:39
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

A. RAMSEY
FEB -9 2023

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

GOSE GROWERS, INC.

Signature

Requested by: SETH

Name	Date	Time
	02/06/23	

Walk-In _____ Will Pick Up _____

- ____ Art of Inc. File_____
- ____ LTD Partnership File_____
- ____ Foreign Corp. File_____
- ____ L.C. File_____
- ____ Fictitious Name File_____
- ____ Trade/Service Mark_____
- ____ Merger File_____
- ____ Art. of Amend. File_____
- ____ RA Resignation_____
- ____ Dissolution / Withdrawal_____
- ____ Annual Report / Reinstatement_____
- ____ Cert. Copy_____
- ____ Photo Copy_____
- ____ Certificate of Good Standing_____
- ____ Certificate of Status_____
- ____ Certificate of Fictitious Name_____
- ____ Corp Record Search_____
- ____ Officer Search_____
- ____ Fictitious Search_____
- ____ Fictitious Owner Search_____
- ____ Vehicle Search_____
- ____ Driving Record_____
- ____ UCC 1 or 3 File_____
- ____ UCC 11 Search_____
- ____ UCC 11 Retrieval_____
- ____ Courier_____

174 Ponder's Printing - Thomasville GA 8/00

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: GOSE GROWERS, INC.

DOCUMENT NUMBER: P03000158136

The enclosed ***Articles of Amendment*** and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

CLIFFORD R. RHOADES. ESQ.
Name of Contact Person

CLIFFORD R. RHOADES, P.A.
Firm/ Company

2141 LAKEVIEW DRIVE
Address

SEBRING, FL 33870
City/ State and Zip Code

FRONT@CRRPALAW.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

CLIFFORD R. RHOADES at (863) 385-0346
Name of Contact Person — Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- ☒ $35 Filing Fee
- ☐ $43.75 Filing Fee & Certificate of Status
- ☐ $43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- ☐ $52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Articles of Amendment
to
Articles of Incorporation
of

FILED

GOSE GROWERS, INC.

2023 FEB -8 AM 8:56

(Name of Corporation as currently filed with the Florida Dept. of State)

P03000158136

(Document Number of Corporation (if known)

Pursuant to the provisions of section 607.1006, Florida Statutes, this ***Florida Profit Corporation*** adopts the following amend its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

PIONEER GROWERS OF FLORIDA, INC.

The n name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp "Inc.," or Co.," or the designation "Corp," "Inc," or "Co". A professional corporation name must contain the wo "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent _____

_____
(Florida street address)

New Registered Office Address: _____, Florida_____
(City) *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

_____
Signature of New Registered Agent, if changing

Check if applicable
☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)
Please note the officer/director title by the first letter of the office title:
P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; Ci Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each President, Treasurer, Director would be PTD.
Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as Mike Jones, V as Remove, and Sally Smith, SV as an Add.
Example:

X Change	PT	John Doe
X Remove	V	Mike Jones
X Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
2) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
3) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
4) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
5) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
6) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____

E. **<u>If amending or adding additional Articles, enter change(s) here</u>**:
(Attach *additional sheets, if necessary).* *(Be specific)*

F. **<u>If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:</u>**
(*if not applicable, indicate N/A*)

The date of each amendment(s) adoption: _____, if other date this document was signed.

Effective date <u>if applicable</u>: _____

(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed document's effective date on the Department of State's records.

Adoption of Amendment(s) **(<u>CHECK ONE</u>)**

☑ The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."

(voting group)

Dated 2/2/2023

Signature _____

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

T. Ned Hancock

(Typed or printed name of person signing)

President

(Title of person signing)

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: GOSE GROWERS, INC.

DOCUMENT NUMBER: P03000158136

The enclosed ***Articles of Amendment*** and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

CLIFFORD R. RHOADES, ESQ.
Name of Contact Person

CLIFFORD R. RHOADES, P.A.
Firm/ Company

2141 LAKEVIEW DRIVE
Address

SEBRING, FL 33870
City/ State and Zip Code

FRONT@CRRPALAW.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

CLIFFORD R. RHOADES at (863) 385-0346
Name of Contact Person — Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- [x] $35 Filing Fee
- [ ] $43.75 Filing Fee & Certificate of Status
- [ ] $43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- [ ] $52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

Mailing Address
Amendment Section
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P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Exhibit B

UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS
OF PIONEER GROWERS OF FLORIDA, INC.

April 21, 2023

The undersigned, being all of the directors of the board of directors (the "Board") of Pioneer Growers of Florida, Inc., a Florida corporation (the "Company"), acting by written consent without a meeting pursuant to Section 607.0821 of the Florida Statutes, do hereby consent to the adoption of the following resolutions:

Adoption of Bylaws

RESOLVED, that the bylaws for the regulation of the Company, in the form attached hereto as Exhibit A (the "Bylaws"), be, and they hereby are, approved and adopted as the Bylaws of the Company;

RESOLVED FURTHER, that all actions heretofore taken by the authorized officers of the Company in connection with the subject matter of any of the foregoing resolutions be, and they hereby are, approved, confirmed, and ratified in all respects; and that the officers of the Company are authorized and directed to take all actions and execute all such documents as they deem necessary or appropriate to effectuate the foregoing resolutions.

General

RESOLVED, that each officer of the Company is hereby authorized and directed, in the name and on behalf of the Company, to execute and deliver any documents and instruments and to take any action necessary or advisable in furtherance of the foregoing resolutions on such terms as such officer may approve, such execution and delivery or the taken of such action to be conclusive evidence of such approval by such officer.

RESOLVED, that all documents and instruments and all actions previously taken by an officer of the Company in furtherance of the foregoing resolutions are hereby ratified, adopted, and approved hereby adopted as actions of the Company.

RESOLVED, that the omission from the foregoing resolutions of any agreement, document, instrument or action contemplated by any of the agreements or transaction described in the foregoing resolutions shall in no manner derogate from the authority of each officer of the Company to execute and deliver any such agreement, document or instrument or take any such action necessary or advisable in furtherance of the foregoing resolutions.

RESOLVED, that this consent may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*,

www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[*Signature page follows*]

IN WITNESS WHEREOF, each undersigned directors have duly executed this written consent effective as of the date first set forth above

Ned Jonathan Hancock

Susanne Hancock Clemens

Marti Hancock

Matthew Huron

Keith "Toby" Nuber

Gwen Wurm

Exhibit A

BYLAWS

(attached)

BYLAWS OF PIONEER GROWERS OF FLORIDA, INC.

ARTICLE I: OFFICES

Section 1.1. REGISTERED OFFICE AND AGENT. The registered office and initial registered agent of PIONEER GROWERS OF FLORIDA, INC. (the "**Corporation**") shall be as set forth in the Corporation's articles of incorporation, as amended or restated (the "**Articles of Incorporation**"). The Corporation's Board of Directors (the "**Board of Directors**") may authorize a change of the registered office or the registered agent, and delete the name and address of the initial registered agent from the Articles of Incorporation, effective upon making the appropriate filings with the Florida Department of State, Division of Corporations (the "**DOC**") as required by the Florida Business Corporation Act (the "**FBCA**").

Section 1.2. PRINCIPAL OFFICE. The principal office of the Corporation shall be 989 N LRL Ranch Road, Avon Park, Florida, 33825 provided that the Board of Directors shall have the power to change the location of the principal office at any time.

Section 1.3. OTHER OFFICES. The Corporation may have other offices, both inside and outside the State of Florida, as the Board of Directors may designate or as the business of the Corporation may require.

Section 1.4. BOOKS AND RECORDS. Any records maintained by the Corporation in the regular course of its business, including its share ledger, books of account and minute books, may be maintained on any information storage device or method; provided that they are available for inspection within a reasonable time. The Corporation shall convert any maintained records into clearly legible paper form within a reasonable time upon the request of any person entitled to inspect such records pursuant to applicable law.

ARTICLE II: SHAREHOLDERS

Section 2.1. PLACE OF MEETING. All meetings of the shareholders shall be held either at the Corporation's principal office or at any other place, either inside or outside the State of Florida, as shall be designated by the Board of Directors and stated in the notice of meeting. The Board of Directors may determine, in its sole discretion, to hold the meeting solely by means of remote communication.

If authorized by the Board of Directors, and subject to any guidelines and procedures adopted by the Board of Directors, shareholders, persons entitled under the FBCA to vote on behalf of a shareholder, attorneys-in-fact for shareholders, and proxy holders not physically present at a meeting of shareholders may, by means of remote communication, participate in, and be deemed present and vote at, a meeting of shareholders, whether held at a designated place or solely by means of remote communication.

Section 2.2. ANNUAL MEETING. An annual meeting of shareholders, for the purpose of electing directors and transacting such other business as may properly be brought before the meeting, shall be held on the date and time fixed by the Board of Directors and stated in the notice of the meeting.

Failure to hold the annual meeting at the designated time shall not affect the validity of any action taken by the Corporation.

Section 2.3. SPECIAL SHAREHOLDERS' MEETINGS. Special meetings of the shareholders may be called by the Board of Directors or upon the demand of the holders of at least 10% of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting. To demand a special meeting, the holders of the required percentage of votes must sign, date, and deliver to the Corporation's Secretary one or more written demands for the meeting describing the purpose or purposes for which the meeting is to be held.

Only business within the purpose or purposes described in the notice of the meeting may be conducted at a special meeting of the shareholders.

Section 2.4. NOTICE AND WAIVER OF NOTICE OF SHAREHOLDERS' MEETING. Notice of the place, if any, date, time, and means of remote communication, if any, of each annual and special shareholders' meeting shall be given by the Corporation not less than 10 nor more than 60 days before date of the meeting. Notices of special meetings shall also specify the purpose or purposes for which the meeting has been called. Unless otherwise required by the FBCA or the Articles of Incorporation:

a. Notice of a shareholders' meeting need be given only to shareholders entitled to vote at the meeting.

b. Notices of annual meetings need not specify the purpose or purposes for which the meeting has been called.

Notices to shareholders must be in writing and may be communicated in person, by electronic means (in a manner authorized by the shareholder), or by mail or other method of delivery, in each case, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting.

If mailed, the notice shall be effective when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears in the Corporation's shareholder records, with postage thereon prepaid.

Any shareholder entitled to notice of a meeting may waive such notice by signing a written waiver either before or after the date and time of the meeting set out in the notice.

Attendance of a shareholder at a meeting in person or by proxy constitutes a waiver of objection to:

a. Lack of or defective notice, unless the shareholder, at the beginning of the meeting, objects to the holding of the meeting or the transaction of business at the meeting.

b. Consideration of any matter not identified in the notice, unless the shareholder objects to the consideration of such matter when presented at the meeting.

Section 2.5. VOTING LISTS. The officer or agent having charge of the share transfer books for shares of the Corporation shall prepare an alphabetical list of the names of all shareholders entitled to notice of the meeting (and, if the Board of Directors fixes a different record date to determine the shareholders entitled to vote at the meeting, an alphabetical list of the names of all shareholders entitled to vote at the meeting), or any adjournment thereof, arranged by voting group, with the address of and the number and class and series, if any, of shares held by each shareholder. Each list shall also distinguish the shareholders entitled to vote from the shareholders who are entitled to notice of the meeting by the FBCA or the Articles of Incorporation.

The shareholders' list for notice shall be available for inspection by any shareholder for a period of ten days before the meeting or such shorter time as exists between the record date and the meeting and continuing through the meeting at the Corporation's principal office, at a place identified in the meeting notice in the city where the meeting is held or at the office of the Corporation's transfer agent or registrar. Subject to the requirements of Section 1602 of the FBCA, a shareholder (or their agent or attorney) is entitled, on written demand and at the shareholder's expense, to inspect the list during regular business hours during the period it is available for inspection.

If there is a separate shareholders' list for voting, the list shall be similarly available for inspection by any shareholder (or their agent or attorney) promptly after the record date for voting, at the meeting, and at any adjournment of the meeting.

Section 2.6. QUORUM OF SHAREHOLDERS. Unless otherwise required by the FBCA or the Articles of Incorporation, a majority of the votes entitled to be cast at a meeting by any voting group entitled to vote on a matter, present in person or by proxy, constitutes a quorum for action by that voting group on that matter at the meeting. A voting group includes all shares of one or more classes or series that are entitled, by the FBCA or the Articles of Incorporation, to vote and to be counted together collectively on a matter at a shareholders' meeting.

Once a share is represented in person or by proxy for any purpose at a meeting, that share is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be fixed for that adjourned meeting.

The holders of a majority of the shares represented in person or by proxy at a meeting and that would be entitled to vote if a quorum were present may adjourn the meeting from time to time, even if a quorum is not present.

Section 2.7. CONDUCT OF MEETINGS; ADJOURNMENTS. The Board of Directors of the Corporation may adopt by resolution rules and regulations for the conduct of shareholders' meetings as it shall deem appropriate. At every meeting of the shareholders, the Chair of the Board or, in their absence or inability to act, the person appointed by the Chair of the Board or the President shall act as chair of and preside at the meeting. The Secretary or, in their absence or inability to act, the person whom the chair of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

The chair of the meeting shall determine the order of business and, in the absence of a rule adopted by the Board of Directors, shall establish rules for the conduct of the meeting. The chair of the

meeting shall announce the close of the polls for each matter voted upon at the meeting, after which no ballots, proxies, votes, changes, or revocations will be accepted. Polls for all matters before the meeting will be deemed to be closed upon final adjournment of the meeting.

Any shareholders' meeting may be adjourned from time to time to reconvene at the same or some other place, if any, or to add or modify the terms of participation by remote communication, and notice of the new date, time, place, or terms of participation by remote communication, of any such adjourned meeting need not be given if the new date, time, place, or terms of participation by remote communication, are announced at the meeting before adjournment is taken. At the adjourned meeting, any business may be transacted which might have been transacted at the original meeting. If a new record date is fixed for the adjourned meeting or the adjourned meeting is more than 120 days after the original meeting, notice of the adjourned meeting shall be given to each shareholder as of the new record date who is entitled to notice of the meeting.

Section 2.8. VOTING OF SHARES; PROXIES. Each outstanding share, regardless of class or series, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders, except as otherwise provided by these Bylaws and to the extent that the FBCA or Articles of Incorporation provide for more or less than one vote per share or limits or denies voting rights to the holders of the shares of any class or series.

Unless a greater affirmative number is required by the FBCA, the Articles of Incorporation, or these Bylaws, if a quorum of a voting group exists, action other than the election of directors is approved by a voting group if the votes cast in favor of the action exceed the votes cast against the action.

Unless otherwise provided by the Articles of Incorporation, directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting of the shareholders at which a quorum is present.

Shareholders are prohibited from cumulating their votes in any election for directors of the Corporation.

Any shareholder may vote either in person or by proxy executed in writing by the shareholder, other person entitled to vote on the shareholder's behalf, or the shareholder's attorney in fact. A proxy is valid for the term provided in the appointment form and, if no term is provided, a proxy shall be valid for 11 months from the date of its execution unless the appointment of the proxy is irrevocable. A proxy shall be revocable unless the proxy conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. The death or incapacity of the shareholder appointing a proxy shall not revoke the proxy's authority unless the Corporation receives notice of the death or incapacity before the proxy is exercised.

Section 2.9. ACTION BY SHAREHOLDERS WITHOUT A MEETING. Any action required or permitted by the FBCA to be taken at any annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if one or more written consents describing the action are:

a. Dated and signed by the holders of the outstanding shares of each voting group entitled to vote thereon having not less than the minimum number of votes necessary for that voting group

to authorize or take the action at a meeting at which all voting groups and shares entitled to vote on the action were represented in person or by proxy and voted.

b. Delivered to the Corporation, within 60 days of the date of the earliest dated shareholder consent for that action, to its principal office in Florida, its principal place of business, the Secretary of the Corporation, or another officer or agent of the Corporation having custody of the book in which proceedings of meetings of shareholders are recorded.

A shareholder may revoke any written consent at any time before the Corporation receives the required number of consents to authorize the action by delivering written notice to the Corporation at its principal office in Florida, to the Corporation's Secretary, or to another officer or agent of the Corporation having custody of the book in which proceedings of meetings of shareholders are recorded.

Within ten days after the shareholders take action by written consent under this Section 2.9, the Corporation shall provide written notice to all shareholders that did not consent in writing to such action or that were not entitled to vote on such action. The notice shall fairly summarize the material terms of the action and, if the action is one for which the FBCA provides dissenters' rights, contain a clear statement of the right of dissenting shareholders to be paid the fair value for their shares upon their compliance with the applicable FBCA provisions.

Section 2.10. FIXING THE RECORD DATE. For the purpose of determining shareholders entitled to notice of any meeting of shareholders, to demand a special meeting of shareholders, to vote, to receive payment of any distribution or to take any other action, the Board of Directors may fix a date as the record date or dates for any such determination that is not earlier than the date of the resolution fixing the record date.

If the Board of Directors fails to fix a record date for determining shareholders entitled to notice of or to vote at an annual or special meeting of shareholders, the record date shall be the close of business on the day before the first notice of the meeting is delivered to the shareholders.

The record date shall not be less than 10 or more than 70 days before the date of the meeting of the shareholders determined under Section 2.2 or Section 2.3 of these Bylaws, or more than 70 days before the date of any action requiring determination of shareholders.

A determination of shareholders entitled to notice of or to vote at any meeting of shareholders is effective for any adjournment of that meeting, unless the Board of Directors fixes a new record date. The Board of Directors must fix a new record date or dates for any meeting that is adjourned to a date more than 120 days after the date fixed for the original meeting.

If the Board of Directors fails to fix a record date for determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other acquisition of the Corporation's shares), the record date for that distribution shall be the date the Board of Directors authorizes the distribution.

ARTICLE III: DIRECTORS

Section 3.1. GENERAL POWERS; QUALIFICATIONS. All corporate powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction and subject to the oversight of the Board of Directors of the Corporation, subject to any limitations set out in the Articles of Incorporation. Directors must be natural persons who are 18 years of age or older, but need not be residents of the State of Florida or shareholders of the Corporation.

Section 3.2. NUMBER OF DIRECTORS. The number of directors shall initially be up to six, with the precise number of directors determined by the Board of Directors from time to time. Notwithstanding the foregoing, the number of directors may be increased or decreased from time to time by an amendment to these Bylaws or by a resolution adopted by the Board of Directors. No decrease in the number of directors shall have the effect of shortening the term of any incumbent director or reducing the number of directors to less than one.

Section 3.3. TERM OF OFFICE. At the each annual meeting of shareholders, the holders of shares entitled to vote in the election of directors shall elect directors to hold office until the next succeeding annual meeting or until the director's earlier death, resignation, disqualification, or removal. Despite the expiration of a director's term, the director shall continue to serve until their successor is elected and qualified or until there is a decrease in the number of directors.

Section 3.4. VACANCIES. Unless the Articles of Incorporation provide otherwise, any vacancy occurring in the Board of Directors may be filled by an election at an annual or special meeting of shareholders called for that purpose.

Unless the Articles of Incorporation provide otherwise, a directorship to be filled by reason of an increase in the number of directors may be filled by an election at an annual or special meeting of shareholders called for that purpose for a term of office continuing until the next meeting of the shareholders at which directors are elected.

The term of a director elected to fill a vacancy expires at the next meeting of shareholders at which directors are elected.

Section 3.5. REMOVAL. Unless the Articles of Incorporation set out that directors may be removed only for cause, a director may be removed, with or without cause, by a vote of the shareholders then entitled to vote at an election of such director if the number of votes cast to remove such director exceeds the number of votes cast not to remove such director, at any meeting of the shareholders at which a quorum is present and the notice for which states that the purpose or one of the purposes of the meeting shall be removal of such director named in that notice.

Section 3.6. RESIGNATION. A director may resign at any time by giving written notice of resignation to the Board of Directors, the Chairman of the Board of Directors, or the Secretary of the Corporation. A resignation is effective when the notice is given unless the notice specifies a future date or an effective date determined upon the subsequent happening of an event or events.

Section 3.7. REGULAR AND SPECIAL MEETINGS OF DIRECTORS. A regular meeting of the newly-elected Board of Directors shall be held without other notice immediately following and at the place of each annual meeting of shareholders, at which the Board of Directors shall elect officers and transact any other business as shall come before the meeting. Other regular meetings

of the Board of Directors shall be held at such other times and places as may from time to time be fixed by resolution of the Board of Directors.

Special meetings of the Board of Directors may be called by the President or the Chair of the Board of Directors or at the written request of two or more directors. Directors must be provided with at least two (2) days' notice of the date, time, place, and purpose of a special meeting.

The Corporation may give notice of a regular or special meeting of the Board of Directors by electronic means to each director who consents to such electronic means of notice in the manner authorized by that director.

Section 3.8. PARTICIPATION BY REMOTE COMMUNICATION. Directors may participate in and act at any regular or special meeting of the Board of Directors through the use of a conference telephone, online conference service, or other means of communications by which all directors participating in the meeting can simultaneously hear each other during the meeting, and such participation shall constitute presence in person at such meeting.

Section 3.9. WAIVER OF NOTICE. The Corporation is not required to give notice of a meeting of the Board of Directors to any director who signs a waiver of notice, either before or after the meeting. Attendance of a director at a meeting constitutes a waiver of notice of the meeting and of any and all objections to the date, time, place, purpose, or manner of calling or convening the meeting, unless the director states, at the beginning of or promptly upon arrival at the meeting, any objection to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 3.10. QUORUM AND ACTION BY DIRECTORS. A majority of the number of directors prescribed by the Articles of Incorporation or these Bylaws shall constitute a quorum for the transaction of business.

The affirmative vote of a majority of the directors present at a meeting at which a quorum is present when the vote is taken shall be the act of the Board of Directors, unless the vote of a greater number is required by the Articles of Incorporation or these Bylaws.

Section 3.11. COMPENSATION. Directors shall not receive any stated salary for their services, but the Board of Directors may, by resolution, authorize the Corporation to pay to each director a fixed sum and expenses of attendance, if any, for attendance at any meeting of the Board of Directors or committee thereof. A director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for services in that capacity.

Section 3.12. ACTION BY DIRECTORS WITHOUT MEETING. Any action required or permitted by the FBCA to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or committee consent in writing and the writings are delivered to the corporation and filed with the minutes of the proceedings of the Board of Directors.

Section 3.13. CHAIR OF THE BOARD OF DIRECTORS. The Board of Directors may, in its discretion, choose a Chair of the Board from among its members, who shall preside at meetings of the shareholders and of the Board of Directors. The Chair of the Board shall have such other

powers and shall perform such other duties as shall be designated by the Board of Directors. The Chair of the Board shall serve until a successor is chosen and qualified, but may be removed as the Chair of the Board (but not as a director) at any time by the affirmative vote of a majority of the Board of Directors.

Section 3.14. COMMITTEES OF THE BOARD OF DIRECTORS. The Board of Directors may, by resolution adopted by a majority of the full Board of Directors, establish one or more committees, each consisting of one or more directors, to exercise the authority of the Board of Directors to the extent provided in the resolution of the Board of Directors or the Articles of Incorporation and allowed under the FBCA.

A committee of the Board of Directors shall **not** have the authority to:

a. Authorize or approve the reacquisition of shares, other than pursuant to a general formula or method specified by the Board of Directors.

b. Approve or recommend to shareholders actions or proposals required by the FBCA to be approved by shareholders.

c. Fill vacancies on the Board of Directors or any committee of the Board of Directors.

d. Adopt, amend, or repeal these Bylaws.

The establishment of, the delegation of authority to, or an action by a committee shall not operate to relieve the Board of Directors, or any director, of any responsibility imposed by law.

ARTICLE IV: OFFICERS

Section 4.1. POSITIONS AND ELECTION. The officers of the Corporation shall be appointed by the Board of Directors and shall be a President, a Secretary, a Treasurer and any other officers, including assistant officers, as deemed necessary by the Board of Directors. Any two or more offices may be simultaneously held by the same person.

The Board of Directors shall appoint officers annually at the regular meeting of the Board of Directors held after each annual meeting of shareholders. Each officer shall serve until a successor is elected and qualified or until the death, resignation, or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Directors.

Section 4.2. REMOVAL AND RESIGNATION. Any officer may be removed at any time, with or without cause, by:

a. The affirmative vote of the majority of the Board of Directors.

b. The appointing officer, unless the Board of Directors provides otherwise.

c. Any other officer, if authorized by the Board of Directors.

Removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an officer shall not of itself create contract rights.

Any officer may resign at any time by delivering written notice to the Corporation. Resignation is effective as set forth in Section 607.0842(1) of the FBCA, unless the notice provides for a later effective date.

Section 4.3. OFFICERS' POWERS AND DUTIES. The powers and duties of the officers of the Corporation shall be as provided from time to time by resolution of the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. In the absence of such resolution or direction, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to the Corporation, subject to the control of the Board of Directors.

ARTICLE V: SHARE CERTIFICATES AND TRANSFER

Section 5.1. CERTIFICATES REPRESENTING SHARES. The shares of the Corporation may, but need not be, represented by certificates. The Corporation shall, after the issuance or transfer of uncertificated shares, deliver to the registered owner of those shares a written statement of the information required to be set forth or stated on certificates pursuant to the FBCA.

Certificates representing shares, if any, shall be consecutively numbered and shall be signed by the President or a Vice President and the Secretary or Assistant Secretary and may be sealed with the seal of the Corporation. Any or all signatures, and the corporate seal, may be facsimiles. If any officer who has signed or whose facsimile signature has been placed upon a certificate shall cease to be an officer before the certificate is issued, the certificate may be issued by the Corporation with the same effect as if the officer were an officer at the date of the certificate's issuance.

Each certificate representing shares of the Corporation shall state upon the face thereof:

a. The name of the Corporation and that the Corporation is organized under the laws of Florida.

b. The name of the person to whom the certificate is issued.

c. The number and class of shares and the designation of the series, if any, the certificate represents.

d. A conspicuous statement setting forth restrictions on the transfer of the shares, if any.

If the shares issued are of different classes of shares or different series within a class, each certificate representing the shares shall summarize on its front or back the designations, relative rights, preferences, and limitations applicable to each class of shares and the variations in rights, preferences, and limitations determined for each series within a class (and the authority of the Board of Directors to determine variations for future series). Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder a full statement of this information on request and without charge.

Except as otherwise expressly allowed by applicable law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificates representing shares of the same class and series shall be identical.

No share shall be issued until the consideration therefor, fixed as provided by applicable law, has been fully paid.

No requirement of the FBCA with respect to matters to be set forth on certificates representing shares of the Corporation shall apply to or affect certificates outstanding when the requirement first becomes applicable; but shall apply to all certificates thereafter issued whether in connection with an original issue of shares, a transfer of shares, or otherwise.

Section 5.2. TRANSFERS OF SHARES. Subject to any agreement among the shareholders and the Company, shares of the Corporation shall be transferable in the manner prescribed by applicable law, the Articles of Incorporation, and these Bylaws. Transfers of shares shall be made on the books of the Corporation only by the holder of record thereof, by such person's attorney lawfully constituted in writing and, in the case of certificated shares, upon the surrender of the certificate thereof, which shall be cancelled before a new certificate or uncertificated shares shall be issued. No transfer of shares shall be valid as against the Corporation for any purpose until it shall have been entered in the share transfer records of the Corporation by an entry showing from and to whom the shares were transferred.

Section 5.3. LOST, STOLEN, OR DESTROYED CERTIFICATES. The Board of Directors may direct a new certificate or uncertificated shares to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed upon the making of an affidavit of that fact by the owner of the allegedly lost, stolen, or destroyed certificate. When authorizing the issuance of a new certificate or uncertificated shares, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the allegedly lost, stolen, or destroyed certificate, or the owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against the Corporation or other obligees with respect to the certificate alleged to have been lost, stolen, or destroyed or the issuance of such new certificate or uncertificated shares.

ARTICLE VI: DISTRIBUTIONS AND SHARE DIVIDENDS

Section 6.1. AUTHORIZATION. The Board of Directors may from time to time authorize, and the Corporation may make, distributions to its shareholders in cash, property (other than the Corporation's own shares), or a dividend of shares of the Corporation, to the extent permitted by the Articles of Incorporation and the FBCA.

ARTICLE VII: MISCELLANEOUS

Section 7.1. CHECKS, DRAFTS, ETC. All checks, drafts, or other instruments for payment of money or notes of the Corporation shall be signed by an authorized officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Directors.

Section 7.2. FISCAL YEAR. The fiscal year of the Corporation shall be as determined by the Board of Directors from time to time.

Section 7.3. CONFLICT. These Bylaws are adopted subject to any applicable law and the Articles of Incorporation. Whenever these Bylaws may conflict with any applicable law or the Articles of Incorporation, such conflict shall be resolved in favor of such law or the Articles of Incorporation.

Section 7.4. INVALID PROVISIONS. If any one or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

ARTICLE VIII: AMENDMENT OF BYLAWS

Section 8.1. AMENDMENT OF BYLAWS. These Bylaws may be altered, amended, or repealed or new bylaws adopted by the Board of Directors. The shareholders may make additional bylaws and may alter and repeal any bylaws, whether such bylaws were originally adopted by them or otherwise.

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SUBSECTION 4.13.3

A fully diluted capitalization table listing all share types and the aggregate sum of shares associated with or flowing to any natural persons, whether considered owners or investors. In addition, identify the natural person owners and natural person beneficiaries of all entities listed on the capitalization table.

Name	Ownership Type	Ownership Percentage	Description
The H5 Group, LLC	Direct	50%	50% shareholder
GCNFL, LLC	Direct	50%	50% shareholder
Matthew Huron	Indirect	50%	Sole member of GCNFL, LLC
Alison Hancock	Indirect	5%	10% member of H5, LLC
Jonathan "Ned" Hancock and Tammy Hancock as husband and wife	Indirect	22.5%	45% member of H5, LLC
Susanne Hancock Clemens	Indirect	17.5%	35% member of H5, LLC
Marti Hancock	Indirect	5%	10% member of H5, LLC

All agreements concerning control of the applicant, or change of control (if any), including changes to management, owners, partners, or investors, regardless of whether the change is contingent or vested

Please be advised that there are no responsive records.

Identify all entities related to the applicant (if any), including parent companies, subsidiary companies, sister companies, and any other affiliated companies and provide all documents of these related entities that pertain to the ownership or control of the applicant.

Entity	Relationship to Applicant	Document Provided
The H5 Group, LLC	50% shareholder – parent company	Operating Agreement *See Exhibit 1.*
GCNFL, LLC	50% shareholder – parent company	Operating Agreement *See Exhibit 2.*

Exhibit 1

LIMITED LIABILITY COMPANY AGREEMENT

among

THE H5 GROUP, LLC

and

THE MEMBERS NAMED HEREIN

Dated as of:

APRIL 21, 2023

THE UNITS REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES ACTS OR LAWS OF ANY STATE IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS AND LAWS. THE SALE OR OTHER DISPOSITION OF SUCH UNITS IS RESTRICTED AS STATED IN THIS AGREEMENT, AND IN ANY EVENT IS PROHIBITED UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING UNITS REPRESENTED BY THIS AGREEMENT, EACH MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS UNITS WITHOUT COMPLIANCE WITH THE PROVISIONS OF THIS AGREEMENT AND REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND LAWS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

TABLE OF CONTENTS

ARTICLE I DEFINITIONS 3

ARTICLE II ORGANIZATION 7

ARTICLE III UNITS 8

ARTICLE IV MEMBERS 9

ARTICLE V CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS 13

ARTICLE VI ALLOCATIONS 15

ARTICLE VII DISTRIBUTIONS 15

ARTICLE VIII MANAGEMENT 17

ARTICLE IX TRANSFER 19

ARTICLE X COVENANTS AND REGULATORY DIVESTMENTS 21

ARTICLE XI ACCOUNTING; TAX MATTERS 22

ARTICLE XII DISSOLUTION AND LIQUIDATION 24

ARTICLE XIII EXCULPATION AND INDEMNIFICATION 25

ARTICLE XIV MISCELLANEOUS 28

LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement (collectively with all schedules and exhibits hereto, as amended and/or restated from time to time, this "Agreement") of The H5 Group, LLC, a Florida limited liability company (the "Company"), is entered into as of April 21, 2023 (the "Effective Date") by and among the Persons whose names and addresses are listed on the Schedule of Members attached hereto as Schedule A (the "Schedule of Members").

RECITALS

WHEREAS, the Company and the Members desire to enter into this Agreement in order to provide for, among other things, the governance of the Company and the rights, preferences and privileges of the membership interests therein.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.01:

"Affiliate" means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"Agreement" means this Limited Liability Company Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

"Applicable Law" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required to close.

"Capital Account" has the meaning set forth in Section 5.03.

"Capital Contribution" means, for any Member, the total amount of cash and cash equivalents and the book value of any property contributed to the Company by such Member.

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

"Common Units" means the Units having the privileges, preference, duties, liabilities, obligations and rights specified with respect to "Common Units" in this Agreement.

"Company" has the meaning set forth in the Preamble.

"Disability" with respect to any Service Provider, has the meaning set forth in any effective Award Agreement, employment agreement or other written contract of engagement entered into between the Company and such Service Provider, or if none, then "Disability" means such Service Provider's incapacity due to physical or mental illness that: (a) shall have prevented such Service Provider from performing his duties for the Company or any of the Company Subsidiaries on a full-time basis for more than ninety (90) or more consecutive days or an aggregate of one hundred eighty (180) days in any 365-day period; or (b)(i) the Manager determines, in compliance with Applicable Law, is likely to prevent such Service Provider from performing such duties for such period of time and (ii) thirty (30) days have elapsed since delivery to such Service Provider of the determination of the Manager and such Service Provider has not resumed such performance (in which case the date of termination in the case of a termination for "Disability" pursuant to this clause (ii) shall be deemed to be the last day of such 30-day period).

"Distribution" means a distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; provided, however, that none of the following shall be a Distribution: (a) any redemption or repurchase by the Company or any Member of any Units or Unit Equivalents; (b) any recapitalization or exchange of securities of the Company; (c) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of Units or otherwise) of any outstanding Units; or (d) any fees or remuneration paid to any Member in such Member's capacity as a Service Provider for the Company or a Company Subsidiary. "Distribute" when used as a verb shall have a correlative meaning.

"Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

"Fair Market Value" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined in good faith by the Manager based on such factors as the Manager, in the exercise of its reasonable business judgment, considers relevant.

"Fiscal Year" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or

quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"Joinder Agreement" means the joinder agreement in form attached hereto as **Error! Reference source not found.**.

"LLC Act" means the Florida Limited Liability Companies Act as codified in Florida Revised Limited Liability Company Act, Title XXXVI, Chapter 605, as amended from time to time, and the rules and regulations thereunder, which shall be in effect at the time.

"Member" means (a) each Person identified on the Schedule of Members as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof (each, an "Initial Member"); and (b) and each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement in each case so long as such Person is shown on the Company's books and records as the owner of one or more Units. The Members shall constitute the "members" of the Company.

"Membership Interest" means an interest in the Company owned by a Member, including such Member's right (based on the type and class of Unit or Units held by such Member), as applicable, (a) to a Distributive share of Net Income, Net Losses and other items of income, gain, loss and deduction of the Company; (b) to a Distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement.

"Net Income" and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulation Section 1.704-1(b)(2)(iv)(i) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;

(c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g);

(e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

(f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulation Section 1.704 1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

"Permitted Transfer" means a Transfer Common Units carried out pursuant to Section 9.02. "Permitted Transferee" means a recipient of a Permitted Transfer.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Securities Act" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"Subscription Letters" means, collectively, those certain Subscription Letters, each dated as of the date hereof and a form of which is attached hereto as Exhibit B, by and between the Company and the respective Member named therein, pursuant to which the named Member has acquired that number of Common Units set forth opposite such Member's name on the Schedule of Members as of the date hereof.

"Subsidiary" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Units owned by a Person or any interest (including a beneficial interest) in any Units or Unit Equivalents owned by a Person. "Transfer" when used as a noun shall have a correlative meaning. "Transferor" and "Transferee" mean a Person who makes or receives a Transfer, respectively.

"Treasury Regulations" means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

"Unit" means a unit representing a fractional part of the Membership Interests of the Members and shall include all types and classes of Units, including the Common Units; provided, however, that any type or class of Unit shall have the privileges, preference, duties, liabilities, obligations and rights set forth in this Agreement and the Membership Interests represented by such type or class or series of Unit shall be determined in accordance with such privileges, preference, duties, liabilities, obligations and rights.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neutral forms. Unless the context otherwise requires, references herein: (i) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II
ORGANIZATION

Section 2.01 Formation.

(g) The Company was formed on July 21, 2022 upon the filing of the Articles of Organization with the Secretary of State of the State of Florida.

(h) This Agreement shall constitute the "limited liability company agreement" of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to this Agreement.

Section 2.02 Name. The name of the Company is "The H5 Group, LLC" or such other name or names as the Manager may from time to time designate; provided, however, that the name shall always contain the words "Limited Liability Company" or the abbreviation "L.L.C." or the designation "LLC". The Manager shall give prompt notice to each of the Members of any change to the name of the Company.

Section 2.03 **Principal Office**. The principal office of the Company is located at 989 N.LRL Ranch Road, Avon Park, FL 33825, or such other place as may from time to time be determined by the Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 2.04 **Registered Office; Registered Agent**.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Articles of Organization or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by Applicable Law.

(b) The registered agent for service of process on the Company in the State of Florida shall be the initial registered agent named in the Articles of Organization or such other Person or Persons as the Manager may designate from time to time in the manner provided by Applicable Law.

Section 2.05 **Purpose; Powers**.

(a) The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed and to engage in any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed.

Section 2.06 **Term**. The term of the Company commenced on the date the Articles of Organization was filed with the Secretary of State of the State of Florida and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

Section 2.07 **No State-Law Partnership**. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state and local income tax purposes, and, to the extent permissible, the Company shall elect to be treated as a partnership for such purposes. The Company and each Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment and no Member shall take any action inconsistent with such treatment. The Members intend that the Company shall not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member, Manager or Officer of the Company shall be a partner or joint venture of any other Member, Manager, or Officer of the Company, for any purposes other than as set forth in the first sentence of this Section 2.07.

ARTICLE III
UNITS

Section 3.01 **Units Generally**. The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types, classes

or series. Each type, class or series of Units shall have the privileges, preference, duties, liabilities, obligations and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class or series. The Manager shall update the Schedule of Members upon the issuance or Transfer of any Units to any new or existing Member.

Section 3.02 **Authorization and Issuance of Common Units**. Subject to compliance with Section 8.02, the Company is hereby authorized to issue a class of Units designated as Common Units. As of the date hereof and after giving effect to the transactions contemplated by the Subscription Letters, the number of Common Units issued and outstanding to the Members are set forth opposite each Member's name on the Schedule of Members.

Section 3.03 **Certification of Units**.

(a) The Manager in its sole discretion may, but shall not be required to, issue certificates to the Members representing the Units held by such Member.

(b) In the event that the Manager shall issue certificates representing Units in accordance with Section 3.03(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE UNITS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH LIMITED LIABILITY COMPANY AGREEMENT.

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED EXCEPT: (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS; OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION.

ARTICLE IV
MEMBERS

Section 4.01 **Admission of New Members**.

(a) New Members may be admitted from time to time: (i) in connection with an issuance of Units by the Company, subject to compliance with the provisions of Section 8.02, as applicable; and (ii) in connection with a Transfer of Units, subject to compliance with the provisions of Article IX and in either case, following compliance with the provisions of Section 4.01(b). For the avoidance of doubt, a new Member may be admitted into the Company only if

the new Member is qualified under the laws of the State of Florida to have an ownership interest in the Company and the business of the Company.

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or Transfer of Units, such Person shall have executed and delivered to the Company a written undertaking substantially in the form of the Joinder Agreement. Upon the amendment of the Schedule of Members by the Manager and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon shall be issued his, her or its Units. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 5.03.

Section 4.02 Representations and Warranties of Members. By execution and delivery of this Agreement or a Joinder Agreement, as applicable, each of the Members, whether admitted as of the date hereof or pursuant to Section 4.01, represents and warrants to the Company and acknowledges that:

(a) The Units: (i) have not been registered under the Securities Act or the securities laws of any other jurisdiction; and (ii) are issued in reliance upon federal and state exemptions for transactions not involving a public offering and cannot be disposed of unless: (1) they are subsequently registered or exempted from registration under the Securities Act; and (2) the provisions of this Agreement have been complied with;

~~(b) Such Member is an "accredited investor" within the meaning of Rule 501~~ promulgated under the Securities Act, as amended by Section 413(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and agrees that it will not take any action that could have an adverse effect on the availability of the exemption from registration provided by Rule 501 promulgated under the Securities Act with respect to the offer and sale of the Units;

(c) Such Member's Units are being acquired for its own account solely for investment and not with a view to resale or distribute thereof;

(d) Such Member has conducted its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and the Company Subsidiaries, and such Member acknowledges that it has been provided adequate access to the personnel, properties, premises and records of the Company and the Company Subsidiaries for such purpose;

(e) The determination of such Member to acquire Units has been made by such Member independent of any other Member and independent of any statements or opinions as to the advisability of such purchase or as to the business, operations, assets, liabilities, results of operations, financial condition and prospects of the Company and the Company Subsidiaries that may have been made or given by any other Member or by any agent or employee of any other Member;

(f) Such Member has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and making an informed decision with respect thereto;

(g) Such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time;

(h) The execution, delivery and performance of this Agreement: (i) have been duly authorized by such Member and do not require such Member to obtain any consent or approval that has not been obtained; and (ii) do not contravene or result in a default in any material respect under any provision of any law or regulation applicable to such Member or other governing documents or any agreement or instrument to which such Member is a party or by which such Member is bound;

(i) This Agreement is valid, binding and enforceable against such Member in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles (regardless of whether considered at law or in equity);

(j) Neither the issuance of any Units to any Member nor any provision contained herein will entitle the Member to remain in the employment of the Company or any Company Subsidiary or affect the right of the Company or any Company Subsidiary to terminate the Member's employment at any time for any reason, other than as otherwise provided in such Member's employment agreement or other similar agreement with the Company or Company Subsidiary, if applicable; and

(k) None of the foregoing shall replace, diminish or otherwise adversely affect any Member's representations and warranties made by it in any agreement with the Company.

Section 4.03 **No Personal Liability**. By Applicable Law or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

Section 4.04 **No Withdrawal**. A Member shall not cease to be a Member as a result of the bankruptcy or insolvency of such Member. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member once full payment is made therefor in accordance with the terms of this Agreement. Notwithstanding anything contained herein to the contrary, a Member may be subject to divestiture pursuant to **Error! Reference source not found.**.

Section 4.05 **Death**. The death of any Member shall not cause the dissolution of the Company. In such event the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall automatically be

Transferred to such Member's heirs; provided, however, that within a reasonable time after such Transfer, the applicable heirs shall sign a written undertaking substantially in the form of the Joinder Agreement. Notwithstanding the foregoing, such Member's heirs shall only be admitted as Members of the Company if such heirs are in compliance with Section 4.01 and Section 4.02.

Section 4.06 Voting. Except as otherwise provided by this Agreement (including Section 4.07 and Section 14.09) or as otherwise required by Applicable Law, each Member shall be entitled to one vote per Common Unit on all matters upon which the Members have the right to vote under this Agreement.

Section 4.07 Meetings.

(a) Voting Units. As used herein, the term "Voting Units" shall mean: the Common Units, for purposes of calling or holding any meeting of the Members holding Common Units, providing notice of such a meeting, forming a quorum for such a meeting, or taking any action by vote at a meeting or by written consent without a meeting, in all cases to take any action or conduct any business not described in this Section 4.07.

(b) Calling the Meeting. Meetings of the Members may be called by: (i) the Manager; or (ii) by a Member or group of Members holding more than fifty percent (50%) of the then-outstanding votes attributable to the relevant Voting Units. Only Members who hold the relevant Voting Units ("Voting Members") shall have the right to attend meetings of the Members.

(c) Notice. Written notice stating the place, date and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than two (2) days and not more than thirty (30) days before the date of the meeting to each Voting Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be. The Voting Members may hold meetings at the Company's principal office or at such other place as the Manager or the Member(s) calling the meeting may designate in the notice for such meeting.

(d) Participation. Any Voting Member may participate in a meeting of the Voting Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(e) Vote by Proxy. On any matter that is to be voted on by Voting Members, a Voting Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Voting Member executing it unless otherwise provided in such proxy; provided, however, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

(f) Conduct of Business. The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by Voting Members holding Common Units; provided, however, that the appropriate Voting Members shall have been notified of the meeting in accordance with Section 4.07(c). Attendance

of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.08 **Quorum**. A quorum of any meeting of the Voting Members shall require the presence of the Members holding a majority of the appropriate Voting Units held by all Members. Subject to Section 4.09, no action at any meeting may be taken by the Members unless the appropriate quorum is present. Subject to Section 4.09, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of Members holding a majority of the appropriate Voting Units held by all Members.

Section 4.09 **Action Without Meeting**. Notwithstanding the provisions of Section 4.08, any matter that is to be voted on, consented to or approved by Voting Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than a majority of the appropriate Voting Units held by all Members. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 4.10 **Power of Members**. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement. Except as otherwise specifically provided by this Agreement, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company.

Section 4.11 **No Interest in Company Property**. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

ARTICLE V
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 5.01 **Capital Contributions**. Each Member owning Common Units has made the Capital Contribution giving rise to such Member's Capital Account, as defined in Section 5.03 herein, and is deemed to own the number, type, series and class of Units, in each case, in the amounts set forth opposite such Member's name on the Schedule of Members as in effect on the date hereof.

Section 5.02 **Additional Capital Contributions**.

(a) No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Manager and in connection with an issuance of Units made in compliance with Section 3.02 or Section 9.02.

(b) No Member shall be required to lend any funds to the Company and no Member shall have any personal liability for the payment or repayment of any Capital Contribution by or to any other Member.

Section 5.03 **Maintenance of Capital Accounts**. The Company shall establish and maintain for each Member a separate capital account (a "Capital Account") on its books and records in accordance with this Section 5.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

(a) Each Member's Capital Account shall be increased by the amount of:

(i) such Member's Capital Contributions, including such Member's initial Capital Contribution;

(ii) any Net Income or other item of income or gain allocated to such Member pursuant to Article VI; and

(iii) any liabilities of the Company that are assumed by such Member or secured by any property Distributed to such Member.

(b) Each Member's Capital Account shall be decreased by:

(i) the cash amount or book value of any property Distributed to such Member;

(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to Article VI; and

(iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

Section 5.04 **Succession Upon Transfer**. In the event that any Units are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units, shall receive allocations and Distributions pursuant to Article VI, Article VII and Article VIII in respect of such Units.

Section 5.05 **Negative Capital Accounts**. In the event that any Member shall have a deficit balance in his, her or its Capital Account, such Member shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

Section 5.06 **No Withdrawal**. No Member shall be entitled to withdraw any part of his, her or its Capital Account or to receive any Distribution from the Company, except as provided in this Agreement. No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital

Accounts are maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any Distributions to any Members, in liquidation or otherwise.

Section 5.07 **Treatment of Loans from Members**. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 5.03(iii), if applicable.

Section 5.08 **Modifications**. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Treasury Regulations and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE VI
ALLOCATIONS

Section 6.01 **Allocation of Profits and Losses**.

(a) The Company's profits and losses for each Fiscal Year will be allocated among the Members pro rata in accordance with their respective ownership of Units.

(b) Notwithstanding any other provision of this Agreement, "partner nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(i)), if any, of the Company shall be allocated for each Fiscal Year to the Member that bears the economic risk of loss within the meaning of Treasury Regulations Section 1.704-2(i) and "nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(b)) and "excess nonrecourse liabilities" (as defined in Treasury Regulations Section 1.752-3(a)), if any, shall be allocated to and among the Members in accordance with their Membership Interests.

(c) This Agreement shall be deemed to include "qualified income offset," "minimum gain chargeback" and "partner nonrecourse debt minimum gain chargeback" provisions within the meaning of Treasury Regulations under Section 704(b) of the Code.

(d) All items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members for federal, state and local income tax purposes consistent with the manner that the corresponding items are allocated among the Members pursuant to this Section 6.01, except as may otherwise be provided herein or under the Code.

ARTICLE VII
DISTRIBUTIONS

Section 7.01 **General**.

(a) Subject to Section 7.02, Section 7.03, and Section 7.04, the Manager shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company (which needs may include the payment or the making of provision for the payment when due of the Company's obligations, including, but not limited to, present and anticipated debts and obligations, capital needs and expenses, the payment of any management or administrative fees and expenses, and reasonable reserves for contingencies).

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution to Members if such Distribution would violate Applicable Law.

Section 7.02 Priority of Distributions. After making all Distributions required for a given Fiscal Year under Section 7.04 and subject to the priority of Distributions pursuant to Section 12.03, if applicable, all Distributions determined to be made by the Manager pursuant to Section 7.01 shall be made to Members pro rata in accordance with each Member's respective ownership of Units.

Section 7.03 Withholding. If any federal, foreign, state or local jurisdiction requires the Company to withhold taxes or other amounts with respect to any Member's allocable share of taxable income or any items thereof, or with respect to distributions, the Company shall withhold from distributions or other amounts then due to such Member an amount necessary to satisfy the withholding responsibility and shall pay any amounts withheld to the appropriate taxing authorities. In such a case, for purposes of this Agreement the Member for whom the Company has paid the withholding tax shall be deemed to have received the withheld distribution or other amount due and to have paid the withholding tax directly and such Member's share of cash distributions or other amounts due shall be reduced by a corresponding amount. If it is anticipated that, at the due date of the Company's withholding obligation, the Member's share of cash distributions or other amounts due is less than the amount of the withholding obligation, the Member with respect to which the withholding obligation applies shall pay to the Company the amount of such shortfall within thirty (30) days after notice by the Company. If a Member fails to make the required payment when due hereunder, and the Company nevertheless pays the withholding, in addition to the Company's remedies for breach of this Agreement, the amount paid shall be deemed a recourse loan from the Company to such Member, and the Company shall apply all distributions or payments that would otherwise be made to such Member toward payment of the loan and interest, which payments or distributions shall be applied first to interest and then to principal until the loan is repaid in full.

Section 7.04 Tax Distributions. Within ninety (90) days after the end of each calendar year, to the extent of any available cash on hand, the Company shall distribute to each Member (any such distribution, a "Tax Distribution") an amount such that total distributions under Section 7.02 or Section 7.03 to such Member with respect to the calendar year recently ended are at least equal to the assumed federal, state and local income tax liability (such liability, a "Tax Liability") incurred by such Member with respect to such Member's distributive share of the Company's taxable net income for such taxable year. For purposes of the computation required by this Section 7.04, the taxable net income for a taxable year allocated to each Member shall be deemed to be

reduced by any prior net loss allocated to such Member that was not previously taken into account under this sentence. Capital losses included in any such prior net losses shall be included in the computation only to the extent of subsequent capital gains. In calculating the amount of each Tax Distribution, the Company shall assume that each Member is taxable at the highest combined effective federal and state income tax rate applicable to individuals under the Code and the laws of the state in which any Member of the Company resides or where the Company does business and which state has highest effective state income tax rate of all of the states in which any Members of the Company reside or where the Company does business, giving effect to the different tax rates attributable to different types of income earned by the Company, and the deductibility of state taxes for federal income tax purposes. Any Tax Distribution shall be treated as an advance on the Member's rights to distributions under Sections 7.01 and 7.02 and shall reduce the amount of the first such distributions on a dollar-for-dollar basis. To the extent of available cash on hand, the Company may make advance Tax Distributions on a quarterly basis in the amounts estimated by the Manager to represent the Members' liabilities for quarterly estimated taxes. Any such advance Tax Distributions shall similarly reduce the Members' rights to distributions under Sections 3.1 and 3.2 (and to the amount of the annual distribution under this Section 7.04). If, as of the end of a taxable year, the aggregate advance Tax Distributions paid to a Member with respect to the Member's Tax Liability for such taxable year exceed the aggregate amount of Tax Distributions to which the Member is entitled for such taxable year, the Member shall promptly refund such excess to the Company and any such refunded amount shall be treated as if it were never distributed.

ARTICLE VIII
MANAGEMENT

Section 8.01 **Management of the Company**. Subject to the provisions of Section 8.02 and except as otherwise provided by the LLC Act, the business, property and affairs of the Company shall be managed by one (1) Member (the "Manager"). The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No other Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a duly adopted resolution expressly authorizing such action.

Section 8.02 **Actions Requiring Approval of Members**. The Company shall not enter into any commitment, without the approval of Members holding a majority (51%) of the Membership Interests (the "Majority Unitholders") to:

(a) Amend, modify or waive any provisions of the Articles of Organization or this Agreement, in whole or in part; provided, however, that the Manager may, without the consent of the other Members, amend the Members Schedule following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement;

(b) Issue additional Membership Interests, equity securities, or other securities or, except in connection with a Transfer of Membership Interests that complies with the applicable provisions of Article IX and Section 5.04, admit additional Members to the Company;

(c) Enter into or effect any transaction or series of related transactions involving the purchase, lease, license, exchange or other acquisition (including by merger, consolidation, sale of stock or acquisition of assets) by the Company of any assets and/or equity interests of any Person, other than in the ordinary course of business consistent with past practice;

(d) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange or other disposition (including by merger, consolidation, sale of stock or sale of assets) by the Company of any assets or equity interests, other than sales of inventory in the ordinary course of business consistent with past practice;

(e) Convert from a limited liability company to a corporation or change tax status;

(f) Enter into a new line of business;

(g) Settle any lawsuit, action, dispute or other proceeding or otherwise assume any liability or agree to the provision of any equitable relief by the Company;

(h) Dissolve, wind up or liquidate the Company or initiate a bankruptcy or state insolvency or receivership proceeding involving the Company.

Section 8.03 **Removal; Resignation**. The Manager may be removed at any time, with or without cause, by the Majority Unitholders. The Manager may resign at any time by delivering a written resignation to the Company, which resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of a particular event. Following the Manager's removal or resignation, a successor Manager shall be elected by the Majority Unitholders. The removal of the Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal by such Member from the Company.

Section 8.04 **Compensation; No Employment**.

(a) The Manager shall be reimbursed for his reasonable out-of-pocket expenses incurred in the performance of his duties as Manager, pursuant to such policies as from time to time established by the Manager. Nothing contained in this Section 8.04 shall be construed to preclude the Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

(b) This Agreement does not, and is not intended to, confer upon any Manager any rights with respect to continued employment by the Company, and nothing herein should be construed to have created any employment agreement with any Manager.

Section 8.05 **Committees**.

(a) Establishment. The Manager may, by resolution, designate from among the Members one or more committees, each of which shall be comprised of one or more Members; provided, however, that in no event may the Manager designate any committee with all of the authority of the Manager. Subject to the immediately preceding proviso, any such committee, to

the extent provided in the resolution forming such committee, shall have and may exercise the authority of the Manager, subject to the limitations set forth in Section 8.04. The Manager may dissolve any committee or remove any member of a committee at any time.

(b) Limitation of Authority. No committee of the Manager shall have the authority of the Manager in reference to:

(i) authorizing or making Distributions to the Members;

(ii) authorizing the issuance of Preferred or Common Units;

(iii) approving a plan of merger or sale of the Company;

(iv) recommending to the Members a voluntary dissolution of the Company or a revocation thereof; or

(v) altering or repealing any resolution of the Manager that by its terms provides that it shall not be so amendable or repealable.

Section 8.06 Officers.

(a) The Manager may appoint individuals as officers of the Company (the "Officers") as it deems necessary or desirable to carry on the business of the Company and the Manager may delegate to such Officers such power and authority as the Manager deems advisable. No Officer need be a Member or Manager, except that the Chief Executive Officer shall automatically become the Manager pursuant to Section 8.01. Any individual may hold two (2) or more offices of the Company. Each Officer shall hold office until his successor is designated by the Manager or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Manager.

Section 8.07 No Personal Liability. By Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company or of any Company Subsidiaries, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

ARTICLE IX
TRANSFER

Section 9.01 General Restrictions on Transfer.

(a) Except as permitted pursuant to Section 4.05 and Section 9.02, no Member shall Transfer all or any portion of its Membership Interest in the Company, except with the written consent of the Majority Unitholders. No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 4.01 hereof.

(b) Notwithstanding any other provision herein to the contrary, each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the LLC Act;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vi) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) Except as provided in Section 4.05, no Transfer (including a Permitted Transfer) of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee (including a Permitted Transferee) is admitted as a Member of the Company in accordance with Section 4.01 hereof.

(e) For the avoidance of doubt, any Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest" unless otherwise explicitly agreed to by the parties to such Transfer.

Section 9.02 Permitted Transfers. The provisions of Section 9.01(a) shall not apply to any of the following Transfers by any Member of any of its Units. The provisions of Section 9.01 shall not apply to any Transfer by any Member of all or any portion of its Membership Interest to any of the following (each, a "Permitted Transferee" and, any such Transfer to a Permitted Transferee, a "Permitted Transfer"):

(a) Any Affiliate of such Member; or

(b) With respect to a Member that is an individual: (i) such Member's spouse, parent, siblings, descendants (including adoptive relationships and stepchildren) and the spouses of each such natural persons (collectively, "Family Members"); (ii) a trust under which the distribution of Membership Interests may be made only to such Member and/or any Family Member of such Member; (iii) a charitable remainder trust, the income from which will be paid to such Member during his or her life; (iv) a corporation, partnership or limited liability company, the shareholders, partners or members of which are only such Member and/or Family Members of such Member; or (v) such Member's executors, administrators, testamentary trustees, legatees or beneficiaries, by will or the laws of intestate succession.

ARTICLE X
COVENANTS AND REGULATORY DIVESTMENTS

Section 10.01 Confidentiality.

(a) Each Member acknowledges that during the term of this Agreement, he will have access to and become acquainted with trade secrets, proprietary information and confidential information belonging to the Company, the Company Subsidiaries and their Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists or other business documents which the Company treats as confidential, in any format whatsoever (including oral, written, electronic or any other form or medium) (collectively, "Confidential Information"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing his investment in the Company or performing his duties as a Manager, Officer, employee, consultant or other service provider of the Company) at any time, including, without limitation, use for personal, commercial or proprietary advantage or profit, either during his association or employment with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss and theft.

(b) Nothing contained in Section 10.01(a) shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to other Members; (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 10.01 as if a Member; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Units from such Member, as long as such Transferee agrees to be bound by the provisions of this Section 10.01 as if a Member; provided, however, that in the case of clause (i), (ii) or (iii), such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 10.01(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or becomes available to a Member or any of its Representatives on a non-confidential basis prior to its disclosure to the receiving Member and any of its Representatives in compliance with this Agreement; (iii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iv) becomes available to the receiving Member or any of its Representatives on a non-confidential basis from a source other than the Company, any other Member or any of their respective Representatives; provided, however, that such source is not known by the recipient of the Confidential Information to be bound by a confidentiality agreement with the disclosing Member or any of its Representatives.

ARTICLE XI
ACCOUNTING; TAX MATTERS

Section 11.01 Inspection Rights. Upon reasonable notice from a Member, the Company shall, and shall cause its Managers, Officers and employees to, afford each Member and its Representatives reasonable access during normal business hours to: (i) the Company's and the Company Subsidiaries' properties, offices, plants and other facilities; (ii) the corporate, financial and similar records, reports and documents of the Company and the Company Subsidiaries, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or Managers, and to permit each Member and its Representatives to examine such documents and make copies thereof; and (iii) the Company's and the Company Subsidiaries' Officers, senior employees and public accountants, and to afford each Member and its Representatives the opportunity to discuss and advise on the affairs, finances and accounts of the Company and the Company Subsidiaries with their Officers, senior employees and public accountants (and the Company hereby authorizes said accountants to discuss with such Member and its Representatives such affairs, finances and accounts).

Section 11.02 Partnership Tax Representative.

(a) Appointment. The Members shall select who shall serve as the "partnership representative" (as such term is defined in Code Section 6223) for the Company (the "Partnership Representative").

(b) Tax Examinations and Audits. The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by taxing authorities, including resulting administrative and judicial proceedings, and to expend Company funds 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 taxing authorities and any resulting proceedings. Each Member agrees that any action taken by the Partnership Representative in connection with audits of the Company shall be binding upon such Members and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Company.

(c) Income Tax Elections. Subject to Section 8.02, the Partnership Representative shall have sole discretion to make any income tax election it deems advisable on behalf of the Company. All determinations as to tax elections and accounting principles shall be made solely by the Partnership Representative.

(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. 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 taxing authority. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

(e) Resignation. The Partnership Representative may resign at any time. If the Partnership Representative ceases to be the Partnership Representative for any reason, the Majority Unitholders of the Company shall appoint a new Partnership Representative.

Section 11.03 Tax Returns. At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 8.06) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company and the Company Subsidiaries own property or do business. As soon as reasonably possible after the end of each Fiscal Year, the Manager or designated Officer will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065 and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state and local income tax returns for such Fiscal Year.

Section 11.04 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Manager, in such checking, savings or other accounts, or held in its name in the form of such other investments as shall be designated by the Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of such Officer or Officers as the Manager may designate.

ARTICLE XII
DISSOLUTION AND LIQUIDATION

Section 12.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) The determination of the Manager to dissolve the Company:

(i) An election to dissolve the Company made by Majority Unitholders;

(ii) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or

(iii) The entry of a decree of judicial dissolution or administrative order of dissolution by any governmental authority.

Section 12.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 12.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 12.03 and the Articles of Organization shall have been cancelled as provided in Section 12.04.

Section 12.03 Liquidation. If the Company is dissolved pursuant to Section 12.01, the Company shall be liquidated and its business and affairs wound up in accordance with the following provisions:

(a) Liquidator. The Manager, or, if the Manager is unable to do so, a Person selected by the Majority Unitholders, shall act as liquidator to wind up the Company (the "Liquidator"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) Accounting. As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(c) Distribution of Proceeds. The Liquidator shall liquidate the assets of the Company and Distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to the establishment of and additions to reserves that are determined by the Manager in its sole discretion to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) Third, to the Members in the same manner as Distributions are made under Section 7.02.

(d) Discretion of Liquidator. Notwithstanding the provisions of Section 12.03 that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 12.03(c), if upon dissolution of the Company the Liquidator determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities and reserves, and may, in its absolute discretion, Distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 12.03(c), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such Distribution in kind will be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such Distribution, any property to be Distributed will be valued at its Fair Market Value.

Section 12.04 Cancellation of Certificate. Upon completion of the Distribution of the assets of the Company as provided in Section 12.03(c) hereof, the Company shall be terminated and the Liquidator shall cause the cancellation of the Articles of Organization in the State of Florida and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Florida and shall take such other actions as may be necessary to terminate the Company.

Section 12.05 Survival of Rights, Duties and Obligations. Dissolution, liquidation, winding up or termination of the Company for any reason shall not release any party from any Loss which at the time of such dissolution, liquidation, winding up or termination already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish or otherwise adversely affect any Member's right to indemnification pursuant to Section 13.03.

Section 12.06 Resource for Claims. Each Member shall look solely to the assets of the Company for all Distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss and other items of income, gain, loss and deduction,

and shall have no recourse therefor (upon dissolution or otherwise) against the Manager, the Liquidator or any other Member.

ARTICLE XIII
EXCULPATION AND INDEMNIFICATION

Section 13.01 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term "Covered Person" shall mean: (i) each Member; (ii) each officer, director, shareholder, partner, member, controlling Affiliate, employee, agent or representative of each Member, and each of their controlling Affiliates; and (iii) each Manager, Officer, employee, agent or representative of the Company.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good-faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information) of the following Persons or groups: (i) another Manager; (ii) one (1) or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence.

Section 13.02 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act

under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 13.03 Indemnification.

(a) Indemnification. As the same now exists or may hereafter be amended, substituted or replaced the Company shall indemnify, hold harmless, defend, pay and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines or liabilities, and any amounts expended in settlement of any claims (collectively, "Losses") to which such Covered Person may become subject by reason of:

(i) Any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member or any direct or indirect Subsidiary of the foregoing in connection with the business of the Company; or

(ii) The fact that such Covered Person is or was acting in connection with the business of the Company as a partner, Member, stockholder, controlling Affiliate, Manager, director, Officer, employee or agent of the Company, any Member, or any of their respective controlling Affiliates, or that such Covered Person is or was serving at the request of the Company as a partner, Member, Manager, director, Officer, employee or agent of any Person including the Company or any Company Subsidiary; provided, however, that: (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful; and (y) such Covered Person's conduct did not constitute fraud or willful misconduct, in either case as determined by a final, nonappealable order of a court of competent jurisdiction. In connection with the foregoing, 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, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct.

(b) Reimbursement. The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend or defending any claim, lawsuit or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 13.03; provided, however, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 13.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(c) Entitlement to Indemnity. The indemnification provided by this Section 13.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 13.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 13.03 and shall inure to the benefit of the executors, administrators, legatees and distributees of such Covered Person.

(d) Insurance. To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may determine; provided, however, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) Funding of Indemnification Obligation. Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 13.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(f) Savings Clause. If this Section 13.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 13.03 to the fullest extent permitted by any applicable portion of this Section 13.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(g) Amendment. The provisions of this Section 13.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 13.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification or repeal of this Section 13.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

(h) Survival. The provisions of this Article XIII shall survive the dissolution, liquidation, winding up and termination of the Company.

ARTICLE XIV
MISCELLANEOUS

Section 14.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 14.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 14.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 14.03):

If to the Company: The H5 Group, LLC
989 N.LRL Ranch Road,
Avon Park, FL 33825

If to a Member, to such Member's respective mailing address as set forth on the Schedule of Members.

Section 14.04 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

Section 14.05 Severability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Subject to Section 13.03(f), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 14.06 Entire Agreement. This Agreement, together with the Articles of Organization, each Subscription Letter, and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

Section 14.07 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 14.08 No Third-party Beneficiaries. Except as provided in Article XIII which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 14.09 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and Majority Unitholders. Any such written amendment or modification will be binding upon the Company and each Member; provided, however, that an amendment or modification modifying the rights or obligations of any Member in a manner that is disproportionately adverse to: (a) such Member relative to the rights of other Members in respect of Units of the same class or series; or (b) a class or series of Units relative to the rights of another class or series of Units, shall in each case be effective only with that Member's consent or the consent of the Members holding a majority of the Units in that class or series, as applicable. Notwithstanding the foregoing, amendments to the Schedule of Members following any new issuance, redemption, repurchase or Transfer of Units in accordance with this Agreement may be made by the Manager without the consent of or execution by the Members.

Section 14.10 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 14.10 shall diminish any of the explicit and implicit waivers described in this Agreement, including without limitation **Error! Reference source not found.**.

Section 14.11 Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida.

Section 14.12 Arbitration.

(a) Arbitration. Except in the event of any litigation or proceeding commenced by any third party (i.e., not a party to this Agreement) against a Member in which another Member is an indispensable party or a potential necessary third-party defendant, any dispute or controversy between any of the parties involving the interpretation, construction or application of any terms of this Agreement, or transactions under it, must be solely and finally settled by arbitration in accordance with the commercial rules then in effect of the Judicial Arbitration and Mediation Services ("JAMS"); provided, however, that all Members agree to enter into mediation and attend at least one session of mediation before commencing arbitration. If a disputing Member files a judicial or administrative action asserting claims subject to arbitration, as prescribed in this Agreement, and the other disputing Member successfully stays the action and/or compels arbitration of the claims, the disputing Member filing the action must pay the other disputing party's costs incurred in seeking the stay and/or compelling arbitration, including reasonable attorneys' fees.

(b) Selection of Arbitrator. Within twenty (20) days after the responding party's receipt of the instituting Member's demand, the instituting Member and the responding Member must attempt to agree on an arbitrator (who is, in their view, knowledgeable with respect to the issues in dispute) to hear and determine the dispute. If they are unable to do so within the twenty (20)-day period, either Member may petition JAMS to appoint an arbitrator. The decision of the arbitrator must be in accordance with the provisions of Section 14.12 and must be final, binding, conclusive and non-appealable.

(c) Arbitration Proceedings.

(i) Place. Unless otherwise agreed to by the disputing parties, all arbitration proceedings must be conducted in Jacksonville, Florida at a place, date and time mutually acceptable to the disputing Member.

(ii) Confidentiality. The Members and the arbitrator must treat all aspects of the arbitration proceedings, including, discovery, testimony and other evidence, briefs and the award as strictly confidential.

(d) Award.

(i) Scope of Remedies. Except with respect to provisional remedies, the arbitrator has the authority to award any remedy or reward that a court in the United States of America could order or grant, including specific performance of any obligation created under this Agreement, the issuance of an injunction or other provisional relief, or the imposition of sanctions for abuse or frustration of the arbitration process.

(ii) Opinion. The arbitration award must be in writing and must specify the factual and legal basis for the award.

(iii) Monetary Award. Any monetary award of the arbitrator must be made and be payable in US Dollars. Any such monetary award must include interest from the date of any breach or any violation of this Agreement. The arbitrator must fix an appropriate rate of interest from the date of the breach or other violation to the date when the award is paid in full.

(iv) Costs. The arbitrator must determine how the fees and expenses of the arbitration must be borne by the disputing parties. Those fees and expenses must include all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses, such as copying and telephone costs, witness fees and attorneys' fees.

(v) Final. The award of the arbitrator is final and is not subject to appeals by either party.

(vi) Enforcement. Judgment on the arbitration award may be entered in any court having jurisdiction over the parties or their assets.

Section 14.13 WAIVER OF JURY TRIAL. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 14.14 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 14.15 Attorneys' Fees. In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

Section 14.16 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in Section 13.02 to the contrary.

Section 14.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Company:
The H5 Group, LLC

By: _____
Name: Marti Hancock
Title: Manager

The Members:

_____
Jonathan Ned Hancock

_____
Tammy Hancock

_____
Marti Hancock

_____
Susanne Hancock Clemens

_____
Alison Hancock

SCHEDULE A
SCHEDULE OF MEMBERS

Member Name and Address	**Membership Percentage**
Jonathan Ned Hancock and Tammy Hancock as husband and wife 31 Lakeview Dr Sebring FL 33870	45
Susanne Hancock Clemens 4853 NW 30th St Okeechobee FL 34972	35
Marti Hancock 3218 West Palmira Ave Tampa FL 33629	10
Alison Hancock 2631 Lakeview Dr Sebring FL 33870	10
Total:	100

Exhibit 2

DocuSign Envelope ID: A939CC9E-93CC-467A-AEFE-4BE0682DD25B

Operating Agreement
of
GCNFL, LLC

This Operating Agreement (this "Agreement") of GCNFL, LLC (the "Company"), effective as of April 21, 2023 (the "Effective Date"), is entered into by and between the Company and the member whose name appears on the signature page hereto (the "Member").

WHEREAS, the Company was formed as a limited liability company on January 23, 2023 by the filing of Articles of Organization with the Secretary of State of the State of Florida, pursuant to the Florida Limited Liability Company Act, as amended from time to time (the "Act"), under the name of GCNFL, LLC; and

WHEREAS, the Member desires to set forth the membership in and management of the Company, which shall hereafter be governed by the terms set forth herein.

NOW, THEREFORE, the Member agrees as follows:

1. Name. The name of the Company is GCNFL, LLC.

2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

3. Principal Office; Registered Agent.

(a) Principal Office. The location of the principal office of the Company shall be 1550 Larimer Street, #296, Denver, Colorado 80202, or such other location as the Manager may from time to time designate.

(b) Registered Agent. The registered agent of the Company for service of process in the State of Florida and the registered office of the Company in the State of Florida shall be that person and location reflected in the Articles of Organization. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Manager shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

4. Members.

(a) Member. The Member owns 100% of the membership interests in the Company, in the amounts set forth on Exhibit A appended hereto.

(b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Manager. Prior to the admission of any such additional members to the Company, the Manager shall amend this Agreement to make such changes as the Manager shall determine to reflect the fact that the Company shall have such

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additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

5. Management.

(a) Management of the Company. Except as otherwise provided herein, the operations and affairs of the Company shall be managed by a manager (the "Manager"). Any action taken by the Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall have all rights and powers of managers under the Act, and shall have such authority, rights, and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient, or advisable to effectuate the purposes of this Agreement.

(b) Manager. As of the date hereof, the Member appoints Matthew Huron as Manager of the Company.

(c) Election of Officers; Delegation of Authority. The Manager may, from time to time, designate one (1) or more officers with such titles as may be designated by the Manager to act in the name of the Company with such authority as may be delegated to such officers by the Manager (each such designated person, an "Officer"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Manager. Any action taken by an Officer designated by the Manager pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

6. Liability of Member; Indemnification.

(a) Liability of Member, Manager, and Officers. Except as otherwise required in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member, the Manager, and the Officers shall not be personally liable for any such debt, obligation, or liability of the Company solely by reason of being or acting as a member, manager, or officer of the Company.

(b) Indemnification. To the fullest extent permitted under the Act, the Member, Manager, and Officers (irrespective of the capacity in which it acts) shall be hereby indemnified by the Company and entitled to advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys' fees) whatsoever incurred by the Member, Manager, and Officers relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member, Manager, or Officers on behalf of the Company; provided, however, that any indemnity under this Section 6(b) shall be provided

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out of and to the extent of Company assets only, and neither the Member, Manager or Officers, nor any other person, shall have any personal liability on account thereof.

7. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 11.

8. Tax Status; Income and Deductions.

(a) Limited Liability Company. The Member intends that the Company be treated as a corporation for federal and state tax purposes.

(b) Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Manager.

10. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member; or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 43 of the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Manager shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) Upon the completion of the winding up of the Company, the Manager shall file a Certificate of Cancellation in accordance with the Act.

11. Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the consent of the Member.

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(b) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

MEMBER:

Matthew Huron

DocuSigned by:

MATTHEW HURON

6931E511B4B2459...

By: Matthew Huron

COMPANY:

GCNFL, LLC, a Florida limited liability company

DocuSigned by:

MATTHEW HURON

6931E511B4B2459...

By: Matthew Huron
Its: Sole Member

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EXHIBIT A

MEMBERSHIP INTERESTS

MEMBER NAME	COMMON UNITS
Matthew Huron	100
TOTAL:	100

FORM 3(A): ENTITY APPLICANT ACKNOWLEDGMENT AND STATEMENT OF UNDERSTANDING

I, J. Ned Hancock, the undersigned representative, hereby represent and warrant that I am authorized to submit this application on behalf of the entity listed on the application (the Applicant) and to attest to the following on behalf of the Applicant.

- All information included in the application is true and correct. Applicant understands that the Department will rely on such information, and that any material misrepresentation in this application is grounds for licensure denial. Further, Applicant understands that if the applicant knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty, the applicant may be found guilty of a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, F.S.

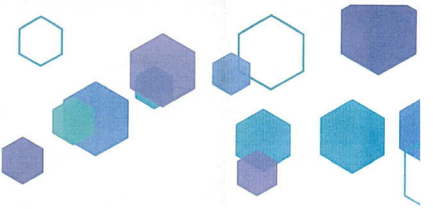
- Applicant understands that this application for licensure creates neither an entitlement to, nor a vested right in, licensure.

- No individual or entity that owns, controls, or holds power to vote 5 percent or more of the voting shares of the Applicant has any direct or indirect ownership or control of a voting share of any currently licensed MMTC.

- No individual or entity that owns, controls, or holds power to vote 5 percent or more of the voting shares of any currently licensed MMTC has any direct or indirect ownership or control of a voting share of the Applicant.

- No currently licensed MMTC has any direct or indirect ownership or control of any voting shares or other form of ownership of the Applicant.

- The Applicant does not have any direct or indirect ownership or control of any voting shares or other form of ownership of a currently licensed MMTC.



- Notwithstanding the contents of the application, upon licensure, Applicant agrees to abide by, and be bound to, all the requirements of section 381.986, F.S., and all Department rules relating to medical marijuana and medical marijuana treatment centers.

- Applicant understands and agrees that if the Department determines at any point after licensure that the application contained a material misrepresentation, then the license will be revoked.

Representative Name (Printed): J. Ned Hancock

Representative Signature: _____

MMTC Applicant Name: Pioneer Growers of Florida, Inc.