RESTATED OPERATING AGREEMENT
OF
HEARTLAND SPORTS TURF LLC
(an Oklahoma limited liability company)

This Restated Operating Agreement (this "Agreement") is entered into effective as of the _____ day of _____, 2023, by and among **HEARTLAND SPORTS TURF LLC**, an Oklahoma limited liability company (the "Company"), and JASON MCMAHAN and 4EVER13, LLC (the "Members").

Explanatory Statement

The parties have agreed to organize and operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties have entered into the following agreement:

Section I
Defined Terms

The following capitalized terms shall have the meanings specified in this Section I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" shall mean the Oklahoma Limited Liability Company Act, as amended from time to time.

"Adjusted Capital Account Deficit" shall mean, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(i) the deficit shall be decreased by the amounts which the Interest Holder is obligated to restore pursuant to Section 4.4.2, or is deemed obligated to restore pursuant to Regulation Sections 1.704-1 (g) (i) and (i) (5) (*i.e*., the Interest Holder's Share of Minimum Gain and Member Minimum Gain); and

(ii) the deficit shall be increased by the items described in Regulation Section 1. 704 - 1 (b) (2) (ii) (d) (4), (5), and (6).

"Adjusted Capital Balance" shall mean, as of any day, an Interest Holder's total Capital Contributions less all amounts actually distributed to the Interest Holder pursuant to Sections 4.2.3.4.1 and 4.4 hereof. If any Economic Interest is transferred in accordance with the terms of this

Agreement, the transferee shall succeed to the Adjusted Capital Balance of the transferor to the extent the Adjusted Capital Balance relates to the Economic Interest transferred.

"Affiliate" shall mean, with respect to any Member, any Person: (i) which owns more than 50% of the voting interests in the Member; or (ii) in which the Member owns more than 50% of the voting interests.

"Agreement" shall mean this Agreement, as amended from time to time.

"Capital Account" shall mean the account maintained by the Company for each Interest Holder in accordance with the following provisions:

(i) an Interest Holder's Capital Account shall be credited with the Interest Holder's Capital Contributions, the amount of any Company liabilities assumed by the Interest Holder (or which are secured by Company property distributed to the Interest Holder), the Interest Holder's allocable share of Profit, and any item in the nature of income or gain specially allocated to such Interest Holder pursuant to the provisions of Section IV (other than Section 4.3.3); and

(ii) an Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Interest Holder, the Interest Holder's allocable share of Loss, and any item in the nature of expenses or losses specially allocated to the Interest Holder pursuant to the provisions of Section IV (other than Section 4.3.3).

If any Economic Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Economic Interest. If the adjusted book value of Company property is adjusted pursuant to this Agreement, the Capital Account of each Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation. It is understood and agreed between JASON MCMAHAN and 4EVER13, LLC, that any debts incurred by the Company prior to the effective date of this agreement shall be attributable solely to the Capital Account of JASON MCMAHAN.

"Capital Contribution" shall mean the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1 (b) (2) (iv) (d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

"Capital Proceeds" shall mean the gross receipts received by the Company from a Capital Transaction.

"Capital Transaction" shall mean any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration other than Capital Contributions, including, without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financings, refinancings, condemnations, recoveries of damage awards, and insurance proceeds.

"Cash Flow" shall mean all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any noncash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements and replacements, and additional investments as determined by the Manager. Cash Flow shall not include Capital Proceeds but shall be increased by the reduction of any reserve previously established.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Company" shall mean the limited liability company formed in accordance with this Agreement.

"Depreciation" shall mean for each calendar year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for the calendar year, except that if the adjusted book value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of the calendar year, then the depreciation, amortization, or cost recovery bears the same ratio to such beginning adjusted book value as federal income tax depreciation, amortization, or other cost recovery deduction for the calendar year bears to the beginning adjusted tax basis.

"Economic Interest" shall mean a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company.

"Family Member" shall mean the member, or a lineal descendant of the member, by birth or adoption, as well as siblings, and trusts for the exclusive benefit of a Member or any of the foregoing individuals.

"Interest Holder" shall mean any Person who holds an Economic Interest, whether as a Member or as an unadmitted assignee of a Member.

"Involuntary Transfer" shall mean, with respect to any Member, any Transfer which occurs as a result of any of the following events:

(i) an assignment for the benefit of creditors;

(ii) any bankruptcy or insolvency proceeding;

(iii) any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;

(iv) appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member's properties;

(v) if the Member is an individual, the Member's death or adjudication by a court of competent jurisdiction as incompetent to manage the Member's person or property;

(vi) if the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;

(vii) if the Member is a partnership or limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company;

(viii) if the Member is a corporation, the filing of a certificate of dissolution of the corporation or the lapse of ninety (90) days after notice to the corporation of the revocation without reinstatement of its charter;

(ix) if the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the Company; or

(x) if the Member is an individual, any property distribution pursuant to a decree of divorce or separation agreement.

"Manager" shall mean the Person(s) designated as such in Section V.

"Member" shall mean each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company.

"Member Loan Nonrecourse Deductions" shall mean any Company deductions that would be Nonrecourse Deductions if they were not attributable to a loan made or guaranteed by a Member within the meaning of Regulation Section 1.704-2 (i).

"Member Minimum Gain" has the meaning set forth in Regulation Section 1.704-2 (i) for "partner nonrecourse debt minimum gain."

"Membership Interest" shall mean all of the rights of a Member in the Company, including a Member's: (i) Economic Interest; (ii) right to inspect the Company's books and records; and (iii) right to participate in the management of the Company through the rights of a Member to vote on matters coming before the Company. The rights of a member shall not include any right to act as an agent of the Company. Only the Manager may act as an agent of the Company.

"Minimum Gain" has the meaning set forth in Regulation Section 1.704-2 (d). Minimum Gain shall be computed separately for each Interest Holder in a manner consistent with the Regulations under Code Section 704 (b).

"Negative Capital Account" shall mean a Capital Account with a balance of less than zero.

"Nonrecourse Deductions" has the meaning set forth in Regulation Section 1.704-2 (b) (1). The amount of Nonrecourse Deductions for a taxable year of the Company equals the net increase, if any, in the amount of Minimum Gain during that taxable year, determined according to the provisions of Regulation Section 1.704-2 (c).

"Percentage" shall mean, as to a Member, the percentage set forth after the Member's name on Exhibit A, as amended from time to time, and as to an Interest Holder who is not a Member, the Percentage of the Member whose Economic Interest has been acquired by such Interest Holder, to the extent the Interest Holder has succeeded to that Member's Economic Interest.

"Person" shall mean and includes any individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Positive Capital Account" shall mean a Capital Account with a balance greater than zero.

"Profit" and "*Loss"* shall mean, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;

(ii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss;

(iii) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes;

(iv) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account Depreciation for such taxable year; and

(v) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profit or Loss.

"Regulation" shall mean the income tax regulations, including any temporary or proposed regulations, from time to time promulgated under the Code.

"Secretary" shall mean the Secretary of State of Oklahoma.

"Transfer" shall include any and all means by which a Member or Interest Holder may be divested of a Membership Interest or Economic Interest in the Company, including divestment by sale, merger, exchange, gift, assignment, operation of law, or otherwise.

"Voluntary Transfer" shall mean any Transfer other than an Involuntary Transfer.

Section II
Formation and Name: Office; Purpose; Term

2.1. *Organization*. The parties organized a limited liability company pursuant to the Act and the provisions of this Agreement and, for that purpose, have previously authorized Articles of Organization to be prepared, executed and filed of record with the Oklahoma Secretary of State.

2.2. *Name of the Company*. The name of the Company is "HEARTLAND SPORTS TURF LLC." The Company may do business under that name and under any other name or names which the Manager selects. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a trade name certificate as required by law.

2.3. *Purpose*. The Company is organized to engage in any business permitted under the Act.

2.4. *Term*. The term of existence of the Company began upon the filing of the Articles of Organization with the Oklahoma Secretary of State on May 25, 2020, and is perpetual, unless terminated pursuant to Section VII of this Agreement.

2.5. *Principal Office*. The principal office and place of business of the Company in the State of Oklahoma shall be located at 22634 Shady Creek Lane, Tecumseh, OK 74873.

2.6. *Resident Agent*. The name and address of the Company's resident agent in the State of Oklahoma shall be HEARTLAND SPORTS TURF LLC, 22634 Shady Creek Lane, Tecumseh, OK 74873.

2.7. *Members*. The name, present mailing address, and Percentage of each Member as of the date of execution of this Restated Operating Agreement are set forth on Exhibit A.

Section III
Members; Capital; Capital Accounts

3.1. *Initial Capital Contributions*. Upon the execution of this Agreement, the Members shall contribute to the Company cash in the amounts respectively set forth on Exhibit A.

3.2. *Additional Capital Contributions*.

3.2.1. If the Manager at any time or from time to time determines that the Company requires additional Capital Contributions, then the Manager shall give notice to each Member of (i) the total amount of additional Capital Contributions required, (ii) the reason the additional Capital Contribution is required, (iii) each Member's proportionate share of the total additional Capital Contribution (determined in accordance with this Section), and (iv) the date each Member's additional Capital Contribution is due and payable, which date shall be thirty (30) days after the notice has been given. A Member's proportionate share of the total additional Capital Contribution shall be equal to the product obtained by multiplying the Member's Percentage and the total additional Capital Contribution required. A Member's proportionate share shall be payable in cash or by certified check.

3.2.2. Except as provided in Section 3.2.1, no Member shall be required to contribute any additional capital to the Company, and no Member shall have any personal liability for any obligation of the Company.

3.2.3. If a Member fails to pay when due all or any portion of any Capital Contribution, the Manager shall request the nondefaulting Members to pay the unpaid amount of the defaulting Member's Capital Contribution (the "Unpaid Contribution"). To the extent the Unpaid Contribution is contributed by any other Member, the defaulting Member's Percentage shall be reduced and the Percentage of each Member who makes up the Unpaid Contribution shall be increased, so that each Member's Percentage is equal to a fraction, the numerator of which is that Member's total Capital Contribution and the denominator of which is the total Capital Contributions of all Interest Holders. The Manager shall amend Exhibit A accordingly. This remedy is in addition to any other remedies allowed by law or by this Agreement.

3.3. *No Interest on Capital Contributions*. Interest Holders shall not be paid interest on their Capital Contributions.

3.4. *Return of Capital Contributions*. Except as otherwise provided in this Agreement, no Interest Holder shall have the right to receive the return of any Capital Contribution.

3.5. *Form of Return of Capital*. If an Interest Holder is entitled to receive a return of a Capital Contribution, the Interest Holder shall not have the right to receive anything but cash in return of the Interest Holder's Capital Contribution.

3.6. *Capital Accounts*. A separate Capital Account shall be maintained for each Interest Holder.

3.7. *Loans*. No Member may, at any time, make or cause a loan to be made to the Company other than a Member who owns a majority (fifty-one percent or more) of the Membership Interests. Any such loan shall be in the amount and on those terms upon which the Company and said Member agree.

3.8. *Liability*. To the fullest extent permitted by the Act, Members of the Company (i) shall not be liable to the Company or its Members for monetary damages on account of breaches of fiduciary duty and (ii) shall be indemnified. No amendment or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any Member for or with respect to any acts or omissions of such Member for or with respect to any acts or omissions of such Member occurring prior to such amendment or repeal. No Member shall have any personal liability for any obligation of the Company.

3.9. *Indemnification.* The Company shall indemnify each Member for any act performed by the Member with respect to Company matters, unless such act constituted a breach of the Member's duty of loyalty, was not in good faith, involved intentional misconduct or knowing violation of law, resulted in the receipt of an improper personal benefit, or constituted recklessness.

Section IV
Profit, Loss, and Distributions

4.1. *Distributions of Cash Flow and Allocations of Profit or Loss Other Than Capital Transactions*.

4.1.1. *Profit or Loss Other Than from a Capital Transaction*. After giving effect to the special allocations set forth in Section 4.3, for any taxable year of the Company, Profit or Loss (other than Profit or Loss resulting from a Capital Transaction, which Profit or Loss shall be allocated in accordance with the provisions of Sections 4.2.1 and 4.2.2) shall be allocated to the Interest Holders in proportion to their Percentages.

4.1.2. *Cash Flow*. Cash Flow for each taxable year of the Company to the extent necessary to pay any taxes owed by a respective Interest Holder shall be distributed to the respective Interest Holders in proportion to their Percentages no later than seventy-five (75) days after the end of the taxable year. Other distributions of Cash Flow shall be in the discretion of the Manager.

4.2. *Distributions of Capital Proceeds and Allocation of Profit or Loss from Capital Transactions*.

4.2.1. *Profit*. After giving effect to the special allocations set forth in Section 4.3, Profit from a Capital Transaction shall be allocated as follows:

4.2.1.1. If one or more Interest Holders has a Negative Capital Account, to those Interest Holders, in proportion to their Negative Capital Accounts, until all of those Negative Capital Accounts have been reduced to zero.

4.2.1.2. Any Profit not allocated pursuant to Section 4.2.1.1 shall be allocated to the Interest Holders in proportion to, and to the extent of, the amounts distributable to them pursuant to Sections 4.2.3.4.1 and 4.2.3.4.3.

4.2.1.3. Any Profit in excess of the foregoing allocations shall be allocated to the Interest Holders in proportion to their Percentages.

4.2.2. *Loss*. After giving effect to the special allocations set forth in Section 4.3, Loss from a Capital Transaction shall be allocated as follows:

4.2.2.1. If one or more Interest Holders has a Positive Capital Account, to those Interest Holders, in proportion to their Positive Capital Accounts, until all Positive Capital Accounts have been reduced to zero.

4.2.2.2. Any Loss not allocated to reduce Positive Capital Accounts to zero pursuant to Section 4.2.2.1 shall be allocated to the Interest Holders in proportion to their Percentages.

4.2.3. *Capital Proceeds*. Capital Proceeds shall be distributed and applied by the Company in the following order and priority:

4.2.3.1. to the payment of all expenses of the Company incident to the Capital Transaction; then

4.2.3.2. to the payment of debts and liabilities of the Company then due and outstanding (including all debts due to any Interest Holder); then

4.2.3.3. to the establishment of any reserves which the Manager deems necessary for liabilities or obligations of the Company; then

4.2.3.4. the balance shall be distributed as follows:

4.2.3.4.1. to the Interest Holders in proportion to their Adjusted Capital Balances, until their remaining Adjusted Capital Balances have been paid in full;

4.2.3.4.2. if any Interest Holder has a Positive Capital Account after the distributions made pursuant to Section 4.2.3.4.1 and before any further allocation of Profit pursuant to Section 4.2.1.3, to those Interest Holders in proportion to their Positive Capital Accounts; then

4.2.3.4.3. the balance to the Interest Holders in proportion to their Percentages, the timing of the distribution to be determined by the Manager.

4.3. *Regulatory Allocations*.

4.3.1. *Qualified Income Offset*. No Interest Holder shall be allocated Losses or deductions if the allocation causes an Interest Holder to have an Adjusted Capital Account Deficit. If an Interest Holder receives (1) an allocation of Loss or deduction (or item thereof), or (2) any distribution, which causes the Interest Holder to have an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Interest Holder, before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the excess as quickly as possible. This Section 4.3.1 is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704 (b).

4.3.2. *Minimum Gain Charge Back*. Except as set forth in Regulation Section 1.704-2 (f)(2), (3), and (4), if, during any taxable year, there is a net decrease in Minimum Gain or Member Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this Section IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Interest Holder's share of the net decrease of Minimum Gain or Member Minimum Gain. Allocations of gross income and gain pursuant to this Section 4.3.2 shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the meaning of the Regulations promulgated under Code Section 752), to the extent of the Minimum Gain or Member Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section 4.3.2 shall constitute a "minimum gain chargeback" under Regulation Sections 1.704-2(f) or 1.704-2(i)(4).

4.3.3. *Contributed Property and Book-Ups*. In accordance with Code Section 704 (c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code Section 704 (c) using the "traditional method" described in the Regulations thereunder.

4.3.4. *Code Section 754 Adjustment*. To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the 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 basis), and the gain or loss shall be specially allocated to the Interest Holders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

4.3.5. *Nonrecourse Deductions*. Nonrecourse Deductions for a taxable year or other period shall be specially allocated among the Interest Holders in proportion to their Percentages.

4.3.6. *Member Loan Nonrecourse Deductions*. Any Member Loan Nonrecourse Deduction for any taxable year or other period shall be specially allocated to the Interest Holder who bears the risk of loss with respect to the loan to which the Member Loan Nonrecourse Deduction is attributable in accordance with Regulation Section 1.704-2(b).

4.3.7. *Guaranteed Payments*. To the extent any compensation paid to any Member by the Company, including any fees payable to any Member pursuant to Section 5.3 hereof, is determined by the Internal Revenue Service not to be a guaranteed payment under Code Section 707(c) or is not paid to the Member other than in the Person's capacity as a Member within the meaning of Code Section 707(a), the Member shall be specially allocated gross income of the Company in an amount equal to the amount of that compensation, and the Member's Capital Account shall be adjusted to reflect the payment of that compensation.

4.3.8. *Unrealized Receivables*. If an Interest Holder's Economic Interest is reduced (provided the reduction does not result in a complete termination of the Interest Holder's Economic Interest), the Interest Holder's share of the Company's "unrealized receivables" and "substantially appreciated inventory" (within the meaning of Code Section 751) shall not be reduced, so that, notwithstanding any other provision of this Agreement to the contrary, that portion of the Profit otherwise allocable upon a liquidation or dissolution of the Company pursuant to Section 4.4 hereof which is taxable as ordinary income (recaptured) for federal income tax purposes shall, to the extent possible without increasing the total gain to the Company or to any Interest Holder, be specially allocated among the Interest Holders in proportion to the deductions (or basis reductions treated as deductions) giving rise to such recapture. Any questions as to the aforesaid allocation of ordinary income (recapture), to the extent such questions cannot be resolved in the manner specified above, shall be resolved by the Manager.

4.3.9. *Withholding*. All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state, or local tax law shall be treated as amounts actually distributed to the affected Interest Holders for all purposes under this Agreement.

4.3.10. *Allocation of Tax Items*. Except as otherwise provided herein, each item of Profit or Loss recognized by the Company for federal income tax purposes shall be allocated among the Interest Holders in the same manner and proportion as each correlative item of Profit or Loss is allocated pursuant to the provisions of this Section IV.

4.4. *Liquidation and Dissolution*.

4.4.1. If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders in accordance with the balances in their respective Capital Accounts, after taking into account the allocations of Profit or Loss pursuant to Sections 4.1 or 4.2, if any, and distributions, if any, of cash or property, if any, pursuant to Sections 4.1 and 4.2.3, and after taking into account any debts incurred by the company prior to the effective date of this Restated Operating Agreement, which debts are attributable solely to the account of JASON MCMAHAN.

4.4.2. No Interest Holder shall be obligated to restore a Negative Capital Account.

4.5. *General*.

4.5.1. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Manager.

4.5.2. If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their book value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Members otherwise agree, the book value of the assets shall be determined using the most recent financial statements which shall be provided by the Manager. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.2 and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the distribution of the assets in liquidation pursuant to Section 4.4.

4.5.3. All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Interest Holders as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor on the basis of the number of days each was an Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to a Capital Transaction or to any other extraordinary nonrecurring items of the Company.

4.5.4. The Manager is hereby authorized, upon the advice of the Company's tax counsel, to amend this Section IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to an Interest Holder without the Interest Holder's prior written consent.

Section V
Management: Rights, Powers, and Duties

5.1. *Management*.

5.1.1. *Manager*. The Company shall be managed by a Manager, who may, but need not be, a Member. JASON MCMAHAN and KENNETH CRAWFORD are hereby designated to serve as the Managers and are authorized to act jointly or independently. In the event neither JASON MCMAHAN nor KENNETH CRAWFORD are willing or able to serve, a successor manager shall be chosen by a majority of those holding membership interests.

5.1.2. *General Powers*. The Managers shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, including without limitation, for Company purposes, the power to:

5.1.2.1. acquire by purchase, lease, or otherwise, any real or personal property, tangible or intangible;

5.1.2.2. construct, operate, maintain, finance, and improve, and to own, sell, convey, assign, mortgage, or lease any real estate and any personal property;

5.1.2.3. sell, dispose, trade, or exchange Company assets in the ordinary course of the Company's business;

5.1.2.4. enter into agreements and contracts and to give receipts, releases, and discharges;

5.1.2.5. purchase liability and other insurance to protect the Company's properties and business;

5.1.2.6. borrow money for and on behalf of the Company, and, in connection therewith, execute and deliver instruments authorizing the confession of judgment against the Company;

5.1.2.7. execute or modify leases with respect to any part or all of the assets of the Company;

5.1.2.8. prepay, in whole or in part, refinance, amend, modify, or extend any mortgages or deeds of trust which may affect any asset of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals, or modifications of such mortgages or deeds of trust;

5.1.2.9. execute any and all other instruments and documents which may be necessary or in the opinion of the Manager desirable to carry out the intent and purpose of this Agreement, including, but not limited to, documents whose operation and effect extend beyond the term of the Company;

5.1.2.10. make any and all expenditures which the Manager, in its sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting, and other related expenses incurred in connection with the organization and financing and operation of the Company;

5.1.2.11. enter into any kind of activity necessary to, in connection with, or incidental to the accomplishment of the purposes of the Company; and

5.1.2.12. invest and reinvest Company reserves in short- term instruments or money market funds.

5.1.3. *Extraordinary Transactions*. Notwithstanding anything to the contrary in this Agreement, the Manager shall not undertake any of the following without the approval of the Members:

5.1.3.1. any Capital Transaction;

5.1.3.2. the Company's lending or borrowing more than $10,000.00 on any one occasion;

5.1.3.3. the admission of additional Members to the Company;

5.1.3.4. the Company's engaging in business in any jurisdiction which does not provide for the registration of limited liability companies; and

5.1.3.5. the Company's electing to exercise any Purchase Option pursuant to the terms of this Agreement.

5.1.4. *Sale of Company Assets*. If by reason of incapacity, death or otherwise, JASON MCMAHAN and KENNETH CRAWFORD are not able to participate in discussions and determinations as to whether any assets owned by the Company should be sold, or all assets of the Company sold, the Members shall consult with persons knowledgeable in business dissolution matters, as to the advisability and the timing of selling any such assets.

5.1.5. *Limitation on Authority of Members.*

5.1.5.1. No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member. Only the Manager has authority to act for the Company.

5.1.5.2. Any Member who takes any action or binds the Company in violation of this Section 5.1 shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.1.6. *Removal of Manager*. The Members, at any time and from time to time and for any reason, may remove the Manager then acting and elect a new Manager.

5.2. *Meetings of and Voting by Members*.

5.2.1. A meeting of the Members may be called at any time by the Manager or by any Member. Meetings of Members shall be held at the Company's principal place of business or at any other place designated by the Person calling the meeting. Not less than ten (10) nor more than ninety (90) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of Members holding not less than fifty-one percent (51%) of the Percentages then held by Members constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by his duly authorized attorney-in-fact.

5.2.2. Except as otherwise provided in this Agreement, the affirmative vote of members holding fifty-one percent (51%) or more of the Percentages then held by Members shall be required to approve any matter coming before the Members. Should the members be unable to agree, they will engage a disinterested third party to conduct a mediation and resolve the impasse.

5.2.3. In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding a majority of the Percentages then held by Members.

5.3. *Personal Services*.

5.3.1. No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the Manager, no Member shall perform services for the Company or be entitled to compensation for services performed for the Company.

5.3.2. Unless approved by Members holding 51% of the Percentages then held by Members, the Manager shall not be entitled to compensation for services performed for the

Company. However, upon substantiation of the amount and purpose thereof, the Manager shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

5.4. *Duties of Parties*.

5.4.1. The Manager shall not be liable, responsible, or accountable in damages or otherwise to the Company or to any Member for any action taken or any failure to act on behalf of the Company within the scope of the authority conferred on the Manager by this Agreement or by law, unless the action or omission constituted a breach of the Manager's duty of loyalty, was not in good faith, involved intentional misconduct or knowing violation of law, resulted in the receipt of an improper personal benefit, or constituted recklessness.

5.4.2. Except as otherwise expressly provided in Section 5.4.3, nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct any other business or activity whatsoever, and the Member shall not be accountable to the Company or to any Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to the Member's respective rights (or the rights of their respective Affiliates) to maintain, expand, or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights the Member might otherwise have to share or participate in such other interests or activities of any other Member or the Member's Affiliates.

5.4.3. Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms.

5.5. *Indemnification*. The Company shall indemnify the Manager for any action taken or failure to act on behalf of the Company within the scope of the authority conferred on the Manager by this Agreement or by law, unless such action or omission constituted a breach of the Manager's duty of loyalty, was not in good faith, involved intentional misconduct or knowing violation of law, resulted in the receipt of an improper personal benefit, or constituted recklessness. The Company shall promptly notify the Members whenever the Manager has been indemnified by the Company for any act, matter, or thing whatsoever.

5.6. *Power of Attorney*.

5.6.1. *Grant of Power*. Each Member constitutes and appoints the Manager as the Member's true and lawful attorney-in-fact ("Attorney- in-Fact"), and in the Member's name, place, and stead, to make, execute, sign, acknowledge, and file:

5.6.1.1. one or more articles of organization;

5.6.1.2. all documents (including amendments to articles of organization) which the Attorney-in-Fact deems appropriate to reflect any amendment, change, or modification of this Agreement;

5.6.1.3. any and all other certificates or other instruments required to be filed by the Company under the laws of the State of Oklahoma or of any other state or jurisdiction, including, without limitation, any certificate or other instruments necessary in order for the Company to continue to qualify as a limited liability company under the laws of the State of Oklahoma;

5.6.1.4. one or more fictitious or trade name certificates; and

5.6.1.5. all documents which may be required to dissolve and terminate the Company and to cancel its articles of organization.

5.6.2. *Irrevocability*. The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the extent permitted by applicable law, shall survive the death or disability of a Member. It also shall survive the Transfer of an Economic Interest, except that if the transferee is approved for admission as a Member, this power of attorney shall survive the delivery of the assignment for the sole purpose of enabling the Attorney-in-Fact to execute, acknowledge, and file any documents needed to effectuate the substitution. Each Member shall be bound by any representations made by the Attorney-in-Fact acting in good faith pursuant to this power of attorney, and each Member hereby waives any and all defenses which may be available to contest, negate, or disaffirm the action of the Attorney-in-Fact taken in good faith under this power of attorney.

Section VI
Requirement of Majority Consent of Members For Pledges of Membership Interests or Economic Interests

6.1 *Requirement of Consent*. No Member shall pledge all or any part of the Member's Membership Interest or Economic Interest to any Person without the unanimous consent of other Members.

6.2 *Definition of Pledge*. For purposes of this Agreement, pledges shall include mortgages and all other arrangements under which a Member provides another Person with an interest in all or any portion of the Member's Membership Interest or Economic Interest in order to secure an obligation of the member.

Section VII
Transfer of Economic Interests and Withdrawals of Members

7.1. *Transfers*.

7.1.1. No Person may make a Voluntary Transfer of all or any portion of or any interest or rights in the Person's Membership Interest or Economic Interest unless the following conditions ("Conditions of Transfer") are satisfied:

7.1.1.1. The Transfer will not require registration of Economic Interests or Membership Interest under any federal or state securities laws;

7.1.1.2. The transferee delivers to the Company a written instrument agreeing to be bound by the terms of this Agreement;

7.1.1.3. The Transfer will not result in the termination of the Company pursuant to Code Section 708;

7.1.1.4. The Transfer will not result in the Company being subject to the Investment Company Act of 1940, as amended;

7.1.1.5. The transferor or the transferee delivers the following information to the Company: (i) the transferee's taxpayer identification number, and (ii) the transferee's initial tax basis in the Transferred Economic Interest;

7.1.1.6. The Transfer is consented to by the holders of all of the remaining Membership Interests.

7.1.1.7. The transferor complies with the provisions set forth in Section 7.1.4.

7.1.2. If the Conditions of Transfer are satisfied, then a Member or Interest Holder may Transfer all or any portion of that Person's Economic Interest. The Transfer of an Economic Interest pursuant to this Section 7.1 shall not result, however, in the Transfer of any of the transferor's other rights associated with a Membership Interest, if any, and the transferee of the Economic Interest shall have no right to: (i) become a Member; (ii) exercise any rights of a Member other than those specifically pertaining to the ownership of an Economic Interest; or (iii) act as an agent of the Company. A Member transferring an Economic Interest of the Member is precluded from transferring the Member's right to participate in the management of and vote on matters coming before the Company unless and to the extent the transfer of of a Membership Interest to a Member, Affiliate or Family Member (see Section I for definition of "Family Member"). A Member who transfers all of that Member's Economic Interests shall cease to be Member of the Company.

7.1.3. Each Member hereby acknowledges the reasonableness of the prohibition contained in this Section 7.1 in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Interest or Economic Interest in violation of the prohibition contained in this Section 7.1 shall be deemed invalid, null and void, and of no force or effect. Any Person to whom a Membership Interest is attempted to be transferred in violation of this Section shall not be entitled to vote on matters coming before the Members, participate in the

management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Interest.

7.1.4. *Right of First Offer*.

7.1.4.1. If an Interest Holder (a "transferor") desires to Transfer all or any portion of, or any interest or rights in, the Transferor's Economic Interest (the "Transferor Interest"), the Transferor shall notify the Company in writing of that desire (the "Transfer Notice"). The Transfer Notice shall describe the Transferor Interest. The Company shall have the option (the "Purchase Option") to purchase all of the Transferor Interest for a price (the "Purchase Price") equal to the amount the Transferor would receive if the Company were liquidated and an amount equal to the Appraised Value (as determined pursuant to Section 7.4) were available for distribution to the Members pursuant to Section 4.4.

7.1.4.2. The Purchase Option shall be and remain irrevocable for a period (the "Transfer Period") ending at 11:59 P.M., local time at the Company's principal office on the thirtieth (30th) day following the date the Transfer Notice is given to the Company.

7.1.4.3. At any time during the Transfer Period, the Company may elect to exercise the Purchase Option by giving written notice of its election to the Transferor. The Transferor shall not be deemed a Member for the purpose of voting on whether the Company shall elect to exercise the Purchase Option.

7.1.4.4. If the Company elects to exercise the Purchase Option, the Company's notice of its election shall fix a closing date (the "Transfer Closing Date") for the purchase, which shall not be earlier than five (5) days after the date of the notice of election or more than thirty (30) days after the expiration of the Transfer Period.

7.1.4.5. If the Company elects to exercise the Purchase Option, the Purchase Price shall be paid in cash, in kind, or in both, on the Transfer Closing Date.

7.1.4.6. If the Company fails to exercise the Purchase Option, the Transferor shall be permitted to offer and sell for a period of ninety (90) days (the "Free Transfer Period") after the expiration of the Transfer Period at a price not less than the Purchase Price. If the Transferor does not Transfer the Transferor Interest within the Free Transfer Period, the Transferor's right to Transfer the Transferor Interest pursuant to this Section shall cease and terminate.

7.1.4.7. Any Transfer of the Transferor Interest made after the last day of the Free Transfer Period or without strict compliance with the terms, provisions, and conditions of this Section and other terms, provisions, and conditions of this Agreement, shall be null, void, and of no force or effect.

7.2. *Withdrawal*. No Member shall have the right or power to withdraw voluntarily from the Company.

7.3. *Involuntary Transfer*. Immediately upon the occurrence of an Involuntary Transfer, the successor of the Member shall thereupon become an Interest Holder but shall not become a Member.

7.4. *Appraised Value*.

7.4.1. The term "Appraised Value" means the appraised value of the equity of the Company's assets as hereinafter provided. The Company and the Transferor shall appoint an appraiser to determine the value of the equity of the Company's assets. Each party shall pay the fees and costs of the appraiser appointed by that party.

7.4.2. The equity value contained in the appraisal report, shall be the Appraised Value.

7.4.3 Notwithstanding any provision to the contrary, the above and foregoing definitions of "Appraised Value" may be revised or abrogated by a majority of then-voting members if in their determination it is in the best interest of the company, and consistent with Oklahoma law, to utilize a different valuation method.

Section VIII
Dissolution, Liquidation, and Termination of the Company

8.1. *Events of Dissolution*. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events:

8.1.1. upon the unanimous written consent of all of the Members; or

8.1.2. upon the entry of a decree of judicial dissolution of the Company under Section 2038 of the Act.

8.2. *Procedure for Winding Up and Dissolution*. If the Company is dissolved, the Manager shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Interest Holders in accordance with Section 4.4.

8.3. *Filing of Articles of Dissolution*. If the Company is dissolved, the Manager shall promptly file Articles of Dissolution with the Secretary of State. If there is no Manager, then the Articles of Dissolution shall be filed by the remaining Members; if there are no remaining Members, the Articles shall be filed by the last Person to be a Member; if there is neither a Manager, remaining Members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

Section IX
Books, Records, Accounting, and Tax Elections

9.1. *Bank Accounts*. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Manager shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

9.2. *Books and Records*.

9.2.1. The Manager shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include but not be limited to:

9.2.1.1. A current and a past list of the full name and last known mailing address of each Member and Manager of the Company;

9.2.1.2. Copies of records that would enable a Member of the Company to determine the relative voting rights of the Members;

9.2.1.3. A copy of the Company's Articles of Organization, including any amendments;

9.2.1.4. Copies of the Company's tax returns and financial statements for the three most recent years;

9.2.1.5. A copy of any effective written Operating Agreement of the Company, including any amendments and copies of any Operating Agreement of the Company no longer in effect and;

9.2.1.6. Complete and accurate information regarding the state of the business and financial condition of the Company.

9.2.2. The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

9.2.3. Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

9.3. *Annual Accounting Period*. The annual accounting period of the Company shall be its taxable year. The taxable year of the Company shall be the calendar year unless otherwise required

by law or a different period is selected by the Manager, subject to the requirements and limitations of the Code.

9.4. *Reports*. Within seventy-five (75) days after the end of each taxable year of the Company, the Manager shall cause to be made available to be sent to each Person who was a Member at any time during the accounting year then ended a report summarizing the fees and other remuneration paid by the Company to any Member, the Manager, or any Affiliate in respect of the taxable year. In addition, within seventy-five (75) days after the end of each taxable year of the Company, the Manager shall cause to be sent to each Person who was an Interest Holder at any time during the taxable year then ended, that tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year.

9.5. *Partnership Representative*. The following provisions in this Section 9.5 shall apply during any period in which the Company is taxed as a partnership.

9.5.1 *Designation of Partnership Representative*. JASON MCMAHAN is hereby designated the "Partnership Representative" (as defined in Section 6223(a) of the Code), unless the Managers designate a different Person to be the Partnership Representative.

9.5.2 *Duties of the Partnership Representative*. The Partnership Representative shall have the sole and exclusive authority to act on behalf of the Company with regard to any and all matters and proceedings under subchapter K of the Code, and under any corresponding provisions of any state and local law. The Partnership Representative shall represent the Company, at the cost and expense of the Company, in connection with any examination, audit, investigation, administrative proceeding, administrative appeal, relating to the affairs and business of the Company by or with any tax authority. The Partnership Representative shall represent the Company, at the cost and expense of the Company, in connection with any and all litigation with any taxing authority.

9.5.3 *Notice to Members and Former Members*. The Partnership Representative shall provide notice to each Member and each potentially affected former Member of any examination, audit, investigation, administrative proceeding, administrative appeal, litigation, litigation appeal, or adjustment of items of Company income, gain, loss, deduction or credit, or of the allocation or reallocation of all or any portion of such items among the Members and former Members and shall indicate the taxable year to which such items relate (the "Reviewed Year").

9.5.4 *Election Out of Centralized Examination Procedures.* If the Company qualifies, pursuant to Section 6221(b) of the Code and the Treasury Regulations thereunder, to "elect out" of the application of the consolidated or centralized examination procedures set forth in Subchapter C, Chapter 63 of the Code (Section 6221 *et seq.*), the Partnership Representative is authorized to take all necessary steps to exercise such election on behalf of the Company.

9.5.5 *Minimizing Financial Burden*. The Partnership Representative shall take all reasonably necessary steps to minimize the financial burden on the Company, and any current or former Member, of any adjustments to tax, including the cost of contesting such partnership

adjustment, together with all associated interest, adjustments to tax, penalties and additions to tax arising from a partnership adjustment. The financial burden imposed upon the Company, the current Members and any former Member, shall be borne by the Members and former Members based on their Sharing Ratios during the Reviewed Year.

9.5.6 *Push-Out Election*. The Partnership Representative shall use its reasonable best efforts to minimize the financial burden of any partnership adjustment to the Company, each Member and each former Member who was a Member during the Reviewed Year or any intervening year, through the exercise of the "push-out election" available pursuant to Section 6226 of the Code and the Treasury Regulations thereunder.

(g) *Indemnification.* The Company shall indemnify, hold harmless and advance expenses to the Partnership Representative in respect of any and all claims, damages, liabilities, costs (including, without limitation, the costs of litigation and reasonable attorney's fees and expenses) and causes of action arising out of, resulting from or attributable, in whole or in part, to the Partnership Representative's actions and decisions in his conduct as Partnership Representative for the Company, to the fullest extent allowed by applicable law, except in cases in which the Partnership Representative's conduct is finally determined by a court of competent jurisdiction to have constituted gross negligence, fraud, bad faith or willful misconduct.

(h) *Duties of Members to Partnership Representative.* The Members agree that, upon the Partnership Representative's request, they shall provide it with any information regarding their individual tax returns and liabilities that may be relevant under Code § 6225(c) and any and all corresponding provisions of any state and local law and file amended tax returns as provided in Code § 6225(c)(2) or the applicable state or local laws, with timely payment of any tax, additions to tax, interest and penalty due. Such obligations will continue until the Member(s) shall be released in writing by the Company from such obligation, even if a Member withdraws from or disposes of their interest in the Company. If any Member withdraws or disposes of their Company interests, they shall keep the Company advised of their contact information until released in writing by the Company from such obligation.

(i) *Binding.* The Company and all of the Members shall be bound by (i) any and all actions taken by the Partnership Representative; and (ii) any final decision in a proceeding brought under Subchapter C of Chapter 63 of the Code (IRC §6221 *et seq*.).

(j) *Survival.* The provisions contained in this Article shall survive the termination of the Company and the withdrawal of any Member.

9.6. *Tax Elections*. The Manager shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754. The decision to make or not make an election shall be at the Manager's sole and absolute discretion.

Section X
General Provisions

10.1. *Assurances*. Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Manager deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

10.2. *Notifications*. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. Any notice to be given hereunder by the Company shall be given by the Manager. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

10.3. *Specific Performance*. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach, or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

10.4. *Complete Agreement*. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members.

10.5. *Applicable Law*. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Oklahoma.

10.6. *Section Titles*. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

10.7. *Binding Provisions*. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

10.8. *Jurisdiction and Venue*. Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the Western District of Oklahoma or any Oklahoma State Court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

10.9. *Terms*. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

10.10. *Separability of Provisions*. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

10.11. *Counterparts*. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

10.12. *Estoppel Certificate*. Each Member shall, within ten (10) days after written request by any Member or the Manager, deliver to the requesting Person a certificate stating, to the Member's knowledge, that: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified except by any instrument or instruments identified in the certificate; and (c) there is no default hereunder by the requesting Person, or if there is a default, the nature and extent thereof. If the certificate is not received within that ten (10)-day period, the Manager shall execute and deliver the certificate on behalf of the requested Member, without qualification, pursuant to the power of attorney granted in Section 5.6.

10.13. *No Partnership Intended for Nontax Purposes***.** The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Oklahoma Revised Uniform Partnership Act or the Oklahoma Revised Uniform Limited Partnership Act. The Members do not intend to be partners to one another, or partners to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such representation. No statement or action of any Member that occurred prior to the formation of the Company shall be construed to constitute the formation of a partnership of that Member with any other Member or any third party.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, as of the date set forth hereinabove.

MEMBERS:

_____
JASON MCMAHAN

4EVER13, LLC

By: _____
KENNETH CRAWFORD, Member

MANAGERS:

_____
JASON MCMAHAN

_____
KENNETH CRAWFORD

OPERATING AGREEMENT
OF
HEARTLAND SPORTS TURF LLC
(an Oklahoma limited liability company)

Exhibit A
List of Members, Capital, and Percentages

Name of Members	Initial Cash Contribution	Membership Percentage
4EVER13, LLC	$2,500.00	49%
JASON MCMAHAN	$2,600.00	51%