

**OPERATING AGREEMENT
OF
WARREN'S SPRING LLC**

THIS OPERATING AGREEMENT (this "**Agreement**") is entered into as of February ___, 2022 ("**Agreement Date**"), and effective as of November 19, 2021 ("**Effective Date**"), by and among the signatories hereto (each, a "**Member**" and collectively, the "**Members**") and **Warren's Spring LLC**, a Pennsylvania limited liability company (the "**Company**").

RECITALS:

WHEREAS, on or around the Effective Date, each of the Members contributed \$3,000 as their initial capital contribution to the Company in exchange for a twenty percent (20%) Membership Interests in the Company;

WHEREAS, immediately prior to the Agreement Date each of Ernest Gehman, Ada Gehman, Kim Booz, Denise Saltsman, and the Gehman Trust Dated September 6, 2012 (the "**Grant Gehman Trust**") were previously each a one-fifth (1/5) owner (each a "**Real Property Interest**") of certain real property located at 1199 Strohl Road, Rush Township, PA 18828, Parcel ID: 175.00-1,001.00,000 (the "**Real Property**");

WHEREAS, on the Agreement Date, each of Ernest Gehman, Ada Gehman, Kim Booz, Denise Saltsman, and the Grant Gehman Trust on behalf of Grant Gehman, contributed their respective Real Property Interest to the Company as an additional capital contribution to the Company, following which the Company became the sole owner of the Real Property, and each of the Members continued to hold a twenty percent (20%) Membership Interest in the Company;

WHEREAS, the Company was formed under the Pennsylvania Uniform Limited Liability Company Act of 2016 (as amended from time to time, the "**LLC Law**") upon the filing of the certificate of organization of the Company with the Secretary of State of the Commonwealth of Pennsylvania on November 19, 2021; and

WHEREAS, the Members wish to set forth their agreement as to how the business and affairs of the Company shall be managed and their rights and obligations with respect to the Company.

PROVISIONS:

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

1.00 Code has the meaning set forth in the recitals to this Agreement.

1.01 Agreement has the meaning set forth in the preamble.

- 1.02 Assignee has the meaning set forth in Section 6.02.
- 1.03 Board has the meaning set forth in Section 5.00
- 1.04 Certificate of Organization means the Certificate of Organization filed for the Company in accordance with the LLC Law.
- 1.05 Company has the meaning set forth in the preamble.
- 1.06 Company Property means any real and personal property as may be acquired by the Company.
- 1.07 Consent of the Members means the unanimous consent of all of the Members of the Company.
- 1.08 Election Out has the meaning set forth in Section 5.02.
- 1.09 Fiscal Year means the twelve (12) month period ending on December 31st of each calendar year.
- 1.10 Interim Capital Transactions has the meaning set forth in Section 4.02.
- 1.11 LLC Law has the meaning set forth in the recitals.
- 1.12 Manager has the meaning set forth in Section 5.00.
- 1.13 Member or Members has the meaning set forth in the preamble.
- 1.14 Member Loan has the meaning set forth in Section 3.08.
- 1.15 Membership Interest or Interest means the ownership interest of a Member in the Company, including the right to any and all benefits to which such Member may be entitled in accordance with this Agreement, and the obligations as provided in this Agreement and the LLC Law.
- 1.16 Net Operating Cash Flow.
- (a) For any period during which the Company is in existence, Net Operating Cash Flow means the Gross Operating Cash Receipts of the Company for the applicable period, less the Current Operating Expenditures of the Company for the same period.
- (b) For purposes of this Agreement, Gross Operating Cash Receipts shall include all cash received by the Company, excluding capital contributions.
- (c) For purposes of this Agreement, Current Operating Expenditures of the Company shall be deemed to include the following:

- Company;
- (i) operational expenses, including any management fees paid by the Company;
 - (ii) payments of principal and interest paid upon any indebtedness, including any construction or permanent financing obtained by the Company subsequent to the date of this Agreement;
 - (iii) any cash expended by the Company for additions or capital improvements to the Company's Property;
 - (iv) any cash expended by the Company for taxes, insurance or assessments; and
 - (v) if the Board (as defined below) so determines, a reserve account as described in Section 3.11 of this Agreement.

1.17 Offer has the meaning set forth in Section 6.01.

1.18 Offered Interest has the meaning set forth in Section 6.01.

1.19 Permitted Transferee has the meaning set forth in Section 6.00(c).

1.20 Purchase Price has the meaning set forth in Section 6.05.

1.21 Regulations has the meaning set forth in Section 3.04.

1.22 Regulatory Allocations has the meaning set forth in Section 3.07.

1.23 Representative has the meaning set forth in Section 5.02.

1.24 Transferring Member has the meaning set forth in Section 6.01.

1.25 Transfer(s) means any sale, transfer, gift, assignment, pledge or grant of a security interest, by operation of law or otherwise, in or of a Membership Interest, or any part thereof.

ARTICLE II FORMATION, PURPOSE AND POWERS OF THE COMPANY

2.00 Formation. The Company was formed on November 19, 2021, the date of the filing of the Company's Certificate of Organization with the Secretary of State of the Commonwealth of Pennsylvania, and shall dissolve and its affairs wound up in accordance with the provisions of this Agreement or by operation of law. The Members shall take all such further action and file such additional instruments as shall be necessary or appropriate to conduct business in any jurisdiction where assets of the Company are located.

2.01 Term. The term of the Company began upon the date of the filing of the Certificate of Organization and shall continue until terminated upon the terms set forth in this Agreement.

2.02 Members. The persons and their respective successors or assigns listed on Exhibit A are designated as the Members of the Company.

2.03 Name. The Company shall conduct business under the name Warren's Spring LLC or such other names as may be determined by the Consent of the Members from time to time.

2.04 Principal Office of the Company. The principal office of the Company shall be located at 7 Long Lane, Lawrenceville, Tioga, PA 16929, or at such other place or places as the Board may designate.

2.05 Purpose. The business of the Company shall consist of owning the Real Property any other business which shall be legal for a limited liability company to conduct in Pennsylvania.

2.06 Recapitalization, Acquisitions, Restructuring and Mergers. The Company may participate in or be a party to any recapitalization, acquisition, restructuring or merger in accordance with and as allowed by the LLC Law.

2.07 Entity Declaration. The Company shall not be a general partnership, a limited partnership, or a joint venture, and no Member shall be considered a partner or joint venturer of or with any other Member, for any purposes other than for federal and state tax purposes, and this Agreement shall not be construed otherwise.

ARTICLE III CAPITAL, MEMBERSHIP INTERESTS AND ALLOCATIONS

3.00 Membership Interest; Initial Capital Contributions; Additional Capital Contributions.

(a) Each Member owns the Membership Interest set forth next to his or her name on Exhibit A hereto (their "**Membership Interest**").

(b) On the date hereof, in addition to the Real Property Interests, each Member shall contribute to the Company Three Thousand Dollars (\$3,000). All capital contributions made by the Members shall be reflected on the books and records of the Company.

(c) Upon the unanimous consent of the Members, the Members may make additional capital contributions from the Members, in proportion to their Membership Interests ("**Additional Capital Contributions**"). Within twenty (20) days following approval of Additional Capital Contributions, each Member shall contribute its share of the total amount required to the Company for such capital contributions.

3.01 Annual Capital Contributions.

(a) Notwithstanding the respective Membership Interests held by any Member, annual capital contributions shall be made in the amount of Three Thousand Dollars (\$3,000) (“**Annual Capital Contributions**”), no later than December 21 of each year.

(b) (i) In the event that any Member does not pay their Annual Capital Contributions in full prior to December 21 of any year (a “**Defaulting Member**”), the remaining Members (each, a “**Non-Defaulting Member**”) may, in their sole discretion, pay all or any portion of the unpaid portion of the Defaulting Member’s Annual Capital Contributions. The Membership Interest of such Defaulting Member shall be reduced by Six and 667/1000 Percent (6.667%). For the avoidance of doubt, if a Defaulting Member who holds Membership Interests of twenty percent (20%) defaults on three (3) Annual Payments and acquires no additional Membership Interests, such Defaulting Member shall have no further Membership Interests in the Company.

(ii) If a Non-Defaulting Member pays all or any portion of the unpaid portion of the Defaulting Member’s Annual Capital Contributions, then such Non-Defaulting Member’s Membership Interest shall be increased by the same amount as the decrease in the Defaulting Member’s Membership Interest attributable to the portion of the Defaulting Member’s Annual Capital Contributions paid by such Non-Defaulting Member.

(iii) If more than one Non-Defaulting Member desires to pay all or any portion of the unpaid portion of the Defaulting Member’s Annual Capital Contributions, then such payment shall be made, up to the unpaid Annual Capital Contribution for such Member, by the contributing Non-Defaulting Member in proportion to their relative Membership Interests, and each such Non-Defaulting Member’s Membership Interest shall be increased pro-rata relative to the same amount as the decrease in the Defaulting Member’s Membership Interest attributable to the portion of the Defaulting Member’s Annual Capital Contributions paid by such Non-Defaulting Members.

(iv) If no Non-Defaulting Member pays the unpaid portion of the Defaulting Member’s Annual Contribution, then the Membership Interest of each of the Non-Defaulting Members shall be increased by the same amount as the decrease in the Defaulting Member’s Membership Interest pro rata, based on their respective Membership Interest. Any change to the Members' Membership Interests under this Section 3.01(c) shall cause the Members' Membership Units to change pro rata.

(v) Upon the default by the Defaulting Member, the non-Defaulting Members may, by unanimous consent of the non-Defaulting Members, choose to constitute the amount of their contribution, up to the Defaulting Member’s defaulted upon amount, as a loan by the non-Defaulting Members to the Company, which shall bear interest at a rate equal to the prime rate of interest as published in The Wall Street Journal from time to time plus five percent (5.00%) per annum (or the maximum rate permitted by applicable law, if less) from the day the advance is made until the loan, together with all interest accrued thereon, is repaid to the Non-Defaulting Member.

3.02 Adjustments. Each Member’s capital account shall be adjusted whenever necessary to reflect his or her distributive share of Company profits and losses including capital gains and

losses and his or her other additional contributions to the Company and distributions made by the Company to the Member, as follows:

(a) Each Member shall have a capital account which shall be increased by:

(i) the amount (or fair market value of the property other than cash) of the Member's capital contributions to the Company pursuant to Section 3.01.

(ii) the amount of income and gains allocated to the Members pursuant to Section 3.05, other than the gain allocated pursuant to Sections 3.06 and 3.07 of this Agreement; and

(b) Each Member's capital account shall be decreased by:

(i) the amount of any losses allocated to the Members pursuant to Section 3.05, other than the loss allocated pursuant to Sections 3.06 and 3.07 of this Agreement; and

(ii) all amounts distributed to the Members pursuant to Article IV.

3.03 No Interest Paid. No Member shall receive any interest on his, her or its capital contributions or on his or her Membership Interest in the Company.

3.04 Capital Accounts Generally.

(a) Except as otherwise provided in this Agreement, whenever it is necessary to determine the capital account of any Member for any purpose hereunder, the capital account of the Member shall be determined after giving effect to the allocation for the Company's current year of net income and net losses from operations, and all distributions for such year. Loans by any Member to the Company shall not be considered contributions to the capital of the Company, nor shall payments of interest or principal on such loans be considered reductions in the capital account of any lending Member.

(b) The capital accounts of the Members will be determined and maintained throughout the full term of the Agreement in accordance with the capital accounting rules of Section 1.704-1(b)(2)(iv) of the Federal Income Tax Regulations or any successor or additional provisions relating thereto (the "**Regulations**").

(c) A Member shall not be entitled to withdraw any part of his or her capital account, or to receive any distribution from the Company, except as specifically provided in this Agreement, and no Member shall be entitled to make any additional capital contributions to the Company other than as provided in this Agreement. No Member shall be personally liable for or required to satisfy any deficit in his or her capital account.

(d) The Members agree that upon the contribution or distribution of Company Property, including money (other than a de minimus amount), in consideration for a Membership

Interest in the Company, the Company shall revalue the Company Property to such property's fair market value on the date of the contribution or distribution, and the book gain or loss resulting from the revaluation shall be allocated to the Members for purposes of adjusting their capital accounts in the same manner as other items of book gain or loss are allocated pursuant to this Agreement.

3.05 Allocations of Income, Gains and Losses for Tax Purposes. After making all allocations (if any) required by Sections 3.06 and 3.07, net profits or net losses of the Company in each Fiscal Year shall be allocated between the Members so as to cause the adjusted capital account balance of each Member (determined after reflection therein of allocations for such period under Sections 3.06 and 3.07) to equal the sum of all cash distributions actually made to such Member for such Fiscal Year under Sections 4.00 and 4.02 plus the additional amount that would be distributed to such Member under Section 4.01 if, at the time of the allocation pursuant to this Section 3.05, all payments then due and payable to the Company from each Member were made and the Company sold all of its remaining assets for an amount equal to their then respective book values (without adjustment to reflect such hypothetical sale), repaid all Company liabilities (limited, in the case of nonrecourse liabilities, to the fair market value of all property securing such liability) and distributed all remaining proceeds, together with all amounts held in any reserve account, among the Members in accordance with Section 4.01 on the last day of such Fiscal Year. Subject to the other provisions of this Article III, all income, gains, losses and deductions of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of those items among the Members for computing their capital accounts under Code Section 704(b), except if any such allocation for tax purposes is not permitted by the Code, Regulations, or other applicable law.

3.06 Allocations to Reflect Contributed Property and Capital Account Revaluations. In accordance with Section 704(c) of the Code and the Regulations thereunder, taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for Federal income tax purposes, be allocated among the Members so as to take into account any variation between the adjusted basis of such property for Federal income tax purposes and its fair market value, as reflected on the books and records of the Company. As provided in Regulation Section 1.704-1(b)(2)(iv)(f), in the event that the capital accounts of the Members are adjusted to reflect the revaluation of Company Property on the Company's books, then subsequent allocations of taxable income, gain, loss and deduction with respect to such property shall take into account any variation between the adjusted basis of such property for Federal income tax purposes and its adjusted fair market value, as recorded on the Company's books. Allocations under this paragraph shall be made in accordance with Regulation Section 1.704-1(b)(4)(i) and, consequently, shall not be reflected in the Members' capital accounts.

3.07 Regulatory Allocations. Notwithstanding any other provision in Sections 3.05 and 3.06 to the contrary, to comply with the rules set forth in the Regulations for:

(a) allocations of income, gain, loss and deductions attributable to nonrecourse liabilities, and

(b) partnership allocations where partners are not liable to restore deficit capital accounts, the following rules shall apply:

(i) “Partner nonrecourse deductions” as described and defined in Regulation Sections 1.704-2(i)(1) and 1.704-2(i)(2) attributable to a particular “partner nonrecourse liability” (as defined in Regulation Section 1.704-2(b)(4); e.g., a Company liability which one or more Members have guaranteed) shall be allocated among the Members in the ratio in which the Members bear the economic risk of loss with respect to such liability;

(ii) items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the minimum gain chargeback rules for nonrecourse liabilities set forth in Regulation Sections 1.704-2(f) and 1.704-2(i)(4); and

(iii) items of Company gross income and gain shall be allocated among the Members to the extent necessary to comply with the qualified income offset provisions set forth in Regulation Section 1.704-1(b)(2)(ii)(d), relating to unexpected deficit capital account balances (after taking into account (A) all capital account adjustments prescribed in Regulation Section 1.704-1(b)(2)(ii)(d) and (B) each Member’s share, if any, of the Company’s partnership minimum gain and partner nonrecourse minimum gain as provided in Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5).

Since the allocations set forth in this Section 3.07 (the “**Regulatory Allocations**”) may have results not consistent with the manner in which the Members intend to divide Company distributions, the Members may divide other allocations of net profits, net losses, and other items among the Members so as to prevent the Regulatory Allocations from distorting the manner in which allocations would be divided among the Members under Article III but for application of the Regulatory Allocations. The Members shall have discretion to accomplish this result in any reasonable manner that is consistent with Code Section 704 and the underlying Regulations. The Members may, by written consent of a majority of the Membership Interests, make any election permitted by the Regulations under Code Section 704 that may reduce or eliminate any Regulatory Allocation that would otherwise be required.

3.08 Loans to the Company. A Member may make a loan to the Company, or advance money on its behalf, with the Consent of the Members (each, a “**Member Loan**”). The amount of any Member Loan shall not be deemed an increase in, or contribution to, the capital account of the lending Member, or entitle the lending Member to any increase in his or her share of the distributions of the Company. Unless otherwise agreed by the Consent of the Members, any Member Loans shall bear simple interest computed at prime rate as published in The Wall Street Journal, at the time of the Member Loan, plus one percent (1%), and any payments of principal or interest with respect to such Member Loans shall be deemed to be a current cash operating expense for purposes of computing Net Operating Cash Flow pursuant to Section 1.16 of this Agreement.

3.09 Assignment or Death. In the event of an assignment of a Membership Interest or of a Member’s death, retirement or expulsion, profits and losses shall be allocated based on the number of days in the particular year during which each Member owned his or her Membership Interest, or on any other reasonable basis consistent with the Code and applicable Regulations.

3.10 Company Basis Election. In the event of the distribution of property by the Company within the meaning of Code Section 734, or the Transfer of a Membership Interest in the Company within the meaning of Code Section 743, the Members may elect to adjust the basis of the Company Property pursuant to Code Sections 734, 743 and 754. Members affected by this election, if made, shall supply to the Company the information that may be required to make the election.

3.11 Reserve Account.

(a) The Company may establish a separate reserve account and shall deposit therein from time to time such amounts as the Board may deem appropriate. A deposit to the reserve account shall be deemed to be a current operating expense for purposes of computing Net Operating Cash Flow.

(b) The reserve account may be charged with any expenditures made for the replacement, repair or construction of items which are treated as capital assets under generally accepted accounting principles.

ARTICLE IV DISTRIBUTIONS

4.00 Operating Distributions. After providing for the satisfaction of the current debts and obligations of the Company, the Board shall cause the Company to, as expeditiously as possible, distribute the Net Operating Cash Flow of the Company to the Members in proportion to their respective Membership Interests, or as the Members otherwise unanimously agree. Notwithstanding the foregoing, the Company shall not make any such distribution which would violate or create a default under any material agreement to which the Company is or may in the future be a party or by which the Company is or may in the future be bound, or which might jeopardize the Company's relationship with any creditor, in each case in the discretion of the Board.

4.01 Liquidating Distributions. Upon liquidation of the Company or sale by the Company of substantially all of the Company assets, the net sales proceeds and any other remaining assets of the Company shall be distributed pursuant to this Section 4.01. The Board, or the Liquidating Manager as selected pursuant to Section 7.01(b) of this Agreement, shall, after providing for the satisfaction of any of the remaining debts of the Company (including any Member Loans) and all other expenses of liquidation, distribute the remaining Company assets to the Members in proportion to their respective Membership Interests.

4.02 Distributions Resulting From Interim Capital Transactions. For purposes of this Agreement, "**Interim Capital Transactions**" shall mean any liquidation, refinancing or sale of any Company Property other than a sale or liquidation involving the termination and liquidation of the Company or the sale of substantially all of the Company's assets. The liquid assets available from any Interim Capital Transaction shall be distributed first to satisfy the expenses of the Interim

Capital Transaction, second to repay any Member Loans, and third to the Members in proportion to their respective Membership Interests.

4.03 Tax Distributions. Unless otherwise determined by the Consent of the Members, the Company shall distribute out of Net Operating Cash Flow a sufficient amount of cash to permit a Member to pay his or her federal and state income taxes on the taxable income attributable to him or her as a Member of the Company, based on a marginal rate of taxation determined by the Board. Such distributions, if any, shall be made no later than April 15th of the year following the year for which the tax liability was incurred. However, unless otherwise determined by a Consent of the Members, the Company shall not make any such distribution which would violate or create a default under any material agreement to which the Company is or may in the future be a party or by which the Company is or may in the future be bound, or which might jeopardize the Company's relationship with any creditor or bonding company.

ARTICLE V MANAGEMENT

5.00 Management of the Company. Except as expressly provided otherwise in this Agreement, the management of the Company shall be vested in a board of managers (each, individually, a “**Manager**” and, collectively, the “**Board**”). The Board shall be deemed a “manager” for all purposes under the LLC Law. The Board shall manage and control the business and affairs of the Company to the best of their ability, and shall endeavor to carry out the purposes of the Company. No Member shall be authorized to take any action on behalf of the Company, except as explicitly set forth in this Agreement. In connection with the foregoing, the Board shall:

(a) maintain, at the expense of the Company, complete and accurate records of all properties acquired by the Company, all correspondence relating to the Company business and the original records of all statements, bills and other instruments furnished to or by the Company in connection with its business;

(b) maintain, at the expense of the Company, the Company accounts on either an accrual or cash basis;

(c) adopt a fiscal or calendar year basis for Federal and New York State income tax purposes;

(d) furnish each of the Members, within a reasonable time from the end of each year of the Company, with a balance sheet as of the last day of said year and a profit and loss statement for the preceding Fiscal Year, prepared in accordance with a consistent method of accounting by the public accountant engaged by the Company, together with all necessary tax reporting information required by the Members for the preparation of their Federal and New York State income tax returns;

(e) execute any and all documents or instruments of any kind which the Members may deem appropriate in carrying out the purposes of the Company, including, without

limitation, leases, mortgages, deeds, sales contracts and other agreements, documents or instruments of any kind or character, or amendments thereto;

(f) employ, at the expense of the Company, such managing or other agents, maintenance personnel and other persons necessary for the operation and maintenance of the business of the Company, and engage attorneys, accountants and brokers to the extent such professional services are required during the operation of and upon the disposition of the Company assets;

(g) take such actions as necessary to cause the Company to comply with its legal and contractual obligations;

(h) conduct periodic meetings with all Members, if and as requested, for the purpose of informing the Members about the Company's business activities and intentions;

(i) Develop a Reservation System for use of the Real Property by the Members, in the form attached hereto as Exhibit C ("Reservation System"), which Reservation System and Exhibit C, may be amended from time to time by the Board without further action by the Members;

(j) Develop a Usage System for use of the Real Property by the Members, in the form attached hereto as Exhibit D ("Usage System"), which Usage System and Exhibit D, may be amended from time to time by the Board without further action by the Members;

(k) Develop a Release Agreement for user of the Real Property, in the form attached hereto as Exhibit E ("Release Agreement"), which Release Agreement and Exhibit E, may be amended from time to time by the Board without further action by the Members;

(l) Secure vendors for maintenance (lawn care, wood cutting, equipment, property and building);

(m) Determine capital project needs and present to the Members for approval;

(n) Prepare and proving annual reports on the financial health of the Company;
and

(o) Determine the need for special projects and establish or empower committees or officers for the execution of such projects.

5.01 Number, Tenure and Qualifications of Managers; Appointment and Vacancies.

(a) The number of Managers constituting the full Board shall be three (3) Managers. The Members, shall by a vote or written consent of the holders of a majority of the Membership Interests, be entitled to elect the Managers.

(b) Upon being elected, each Manager of the Company shall serve for a term of two (2) years, subject to earlier removal, resignation or death as provided in this Agreement or pursuant to the LLC Law. No Manager is required to be a Member of the Company.

(c) Any Manager may resign at any time by giving notice to the Board. The resignation of any Manager will take effect upon receipt of that notice or at such later time as specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation will not be necessary to make it effective. The resignation of a Manager who is also a Member will not affect such Member's rights as a Member and will not constitute a withdrawal from the Company.

(d) Any Manager may be removed at any time, with or without cause, by the vote or written consent of holders of eighty percent (80%) of the outstanding Membership Interests. The removal of a Manager who is also a Member will not, by itself, affect such Member's rights as a Member.

(e) Vacancies created by the death, resignation or removal of a Manager shall be filled by the by a vote or written consent of the holders of a majority of the Membership Interests.

(f) The initial Managers serving on the Board shall be set forth on Exhibit B. The Board shall be authorized to amend Exhibit B from time to time to reflect the current composition of the Board, without any further action of the Members.

5.02 Meetings of the Board; Quorum; Manner of Action.

(a) The Board shall meet at least once per fiscal quarter at such time and at such place as the Board may designate. Meetings of the Board may be held either in person or by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, at the offices of the Company or such other place as may be determined from time to time by the Board. Written notice of each meeting of the Board shall be given to each Manager at least two (2) days prior to each such meeting.

(b) Special meetings of the Board shall be held on the call of any one (1) Manager upon at least five (5) days' written notice (if the meeting is to be held in person) or five (5) day's written notice (if the meeting is to be held by telephone communications or video conference) to the members of the Board, or upon such shorter notice as may be approved by all the Board. Any Manager may waive such notice as to himself.

(c) Attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager 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. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

(d) A majority of the Managers serving on the Board shall constitute a quorum for the transaction of business of the Board. At all times when the Board is conducting business at a meeting of the Board, a quorum of the Board must be present at such meeting. If a quorum shall not be present at any meeting of the Board, then the Managers present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Any Manager may participate in a meeting of the Board by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting. A Manager may vote or be present at a meeting either 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.

(f) Each Manager shall have one vote on all matters submitted to the Board or any committee thereof. With respect to any matter before the Board, the act of a majority of the Managers shall be the act of the Board.

5.03 Action By Written Consent. Notwithstanding anything herein to the contrary, any action of the Board may be taken without a meeting if a written consent constituting all of the Managers on the Board shall approve such action. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Secretary of State of Pennsylvania.

5.04 Officers. The Board may appoint officers who shall be agents of the Company authorized to act for and on its behalf, including a Chief Executive Officer, a President, one or more Vice Presidents, a Secretary, a Treasurer, and any such other officers as they may determine. Any vacancies in the offices shall be filled in the same manner. Each such officer shall serve at the pleasure of the Board and until a successor shall have been duly elected and qualified, unless he or she shall die, resign or be removed. Any two or more offices may be held by the same person. The officers of the Company shall be set forth on Exhibit B. The Board shall be authorized to amend Exhibit B from time to time to reflect the current officers, without any further action of the Members.

5.05 Decisions Reserved for the Members. Notwithstanding Section 5.00 above, the following actions shall require the Consent of the Members:

- (a) the amendment of this Agreement or the Certificate of Organization;
- (b) the admission of a new Member to the Company or the issuance of additional Membership Interests;
- (c) the incurring or assuming on behalf of the Company of any kind of debt or other obligation to repay money or the guaranteeing of the debts or obligations of any other party;
- (d) the acquisition of any land, buildings or interest therein or any other investment asset;
- (e) the sale of any real property or real property interest of the Company with an original cost in excess of \$5,000;

(f) the sale of any tangible personal property or tangible personal property interest of the Company with a fair market value (as reasonably determined by the Board) in excess of \$1,000;

(g) the entering into of any type of legally binding contractual commitment or agreement on behalf of the Company calling for payment of more than \$5,000 for any transaction or group of similar transactions, except for routine goods or services (including maintenance services) to be furnished to the Company in the ordinary course;

(h) the institution of any litigation on behalf of the Company or entering into of any settlement of any type of litigation, or other claims held by or against the Company where the amount claimed or in dispute is greater than \$5,000;

(i) a material change in the operation or nature of the business of the Company, including any commercialization of the Real Property for third party use;

(j) the removal of a Manager and the appointment of his or her replacement;

(k) the removal of the Partnership Representative and the appointment of his or her replacement;

(l) the sale or other disposition of all or substantially all of the assets of the Company;

(m) the merger or consolidation of the Company with or into another entity; or

(n) the dissolution or winding up of the Company.

5.06 Company Tax Matters.

(a) The Board shall cause the Company to take whatever steps necessary to make the election under Code Section 6221(b) (the “**Election Out**”) not to be subject to Company-level audit proceedings. The Company shall, within thirty (30) days of receipt of written request, make available to any Member, at such Member's expense, any information such Member reasonably requests in connection with any federal, state, or local tax audit in connection with such Member's Membership Interest in the Company. Each Member shall treat all Company items of income, gain, loss, deduction or credit consistent with the Company's treatment of such items as reflected on the Schedule K-1 or other information statement furnished by the Company. Each Member shall inform the Company of any adjustments to Company items that result from any tax audit of such Member within sixty (60) days of the close of such audit.

(b) In the event that the Company fails to make the Election Out or the Election Out is ineffective for any reason, the individual then serving as the Treasurer of the Company is designated as the Company's “partnership representative” under Code Section 6223(a) until the earlier of the date on which he ceases to be a Member of the Company or the date his successor shall have been elected and qualified (the “**Representative**”). In carrying out his responsibilities

as “partnership representative,” the Representative shall have authority to make such elections (including, but not limited to, making an election under Code Section 6226 to have Members take tax adjustments into account on their own tax returns), take such actions and enter into such agreements as the Representative deems are in the best interest of the Members. Without the Consent of the Members, however, the Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency, or enter into any settlement agreement relating to items of income, gain, loss, or deduction of the Company with any taxing authority. The Representative shall keep all Members reasonably informed of the status and significant developments of any disputes, controversies and proceedings with the IRS or with any state or local taxing authority. Each Member agrees to cooperate with the Company and to do or refrain from doing any or all things reasonably requested by the Representative with respect to the conduct of such proceedings. In the event that the Company becomes liable for and pays any taxes, interest or penalties under Code Section 6225 and no election is made or effective under Code Section 6226, each person that was a Member of the Company for any part of the taxable year to which such liability relates shall indemnify, defend and hold harmless the Company for such person's allocable share of the amount of such tax liability, including any interest and penalties associated therewith.

(c) The rights and obligations of this Section 5.06 shall survive any termination or Transfer of a Member's Membership Interest.

5.07 Expenses. All expenses incurred in connection with the management and operation of the Company business shall be borne by the Company.

5.08 Rights of Members. Members shall have the following rights:

(a) No Member shall be personally liable for any of the debts of the Company or any of the losses thereof beyond the amount committed by him or her to the capital of the Company and his or her share of the undistributed profits of the Company.

(b) Each Member may, at all reasonable times, inspect and examine all Company records.

5.09 Meetings; Voting.

(a) Biannual meetings of the Members shall be held every two (2) years for the election of the Board. Special meetings of the Members may be called by the Members from time to time and shall state the reason for the meeting. Notice of any meeting shall be given in writing to Members not less than seven (7) days nor more than thirty (30) days prior to the date of the meeting, which shall be set forth in the call. Meetings shall be held at the principal office of the Company or at such other place as may be reasonably determined by the Members.

(b) Except as otherwise provided by law, this Agreement or the Certificate of Organization, a majority of the Members entitled to vote thereat, present in person or represented by proxy, shall be necessary to and shall constitute a quorum for the transaction of business at all meetings of Members. If, however, such quorum shall not be present or represented at any meeting

of Members, Members entitled to vote thereat present in person or represented by proxy shall have power to adjourn the meeting from time to time, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

(c) At any meeting of Members, every Member having the right to vote shall be entitled to vote in person or by proxy. In voting on any matter that requires the vote of the Members, each Member shall be entitled to vote in proportion to his or her Membership Interest. The affirmative vote of the Members approving any Company action on a matter coming before the Members at a meeting or otherwise shall require the Consent of the Members unless otherwise provided in this Agreement.

(d) Every proxy must be executed in writing by Members or by their attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except in those cases where an irrevocable proxy is permitted by law.

(e) Whenever by any provision of law (or of the Certificate of Organization or this Agreement), the vote of Members at a meeting thereof is required or permitted to be taken in connection with any company action, the meeting and vote of Members may be dispensed with, if all Members that would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such Company action being taken.

5.10 Independent Ventures. Any of the Members may engage in and possess an interest in other business ventures of every nature and description, independently and with others, and neither the Company nor any of the other Members shall have any right by virtue of this Agreement in and to any such independent ventures or to the income or profits derived therefrom.

ARTICLE VI TRANSFERS OF MEMBERSHIP INTERESTS

6.00 Assignability of Membership Interests by Members.

(a) No Member shall have the right to Transfer any rights, title or interests in or to all or any portion of his or her Membership Interest to any third party, except as permitted by this Agreement or with the Consent of the Members. Any Transfer in violation of this Agreement shall be null and void ab initio.

(b) If a Member Transfers all or any portion of his or her Membership Interest to an assignee pursuant to the terms of this Agreement, the assignee of such Membership Interest, including a Permitted Transferee pursuant to Section 6.00(c), may only become a fully substituted Member of the Company upon satisfaction of the conditions set forth in Section 6.02 below.

(c) Any Member, while he or she is a Member of the Company and without having to obtain the Consent of the Members, may Transfer all, or any portion, of his or her Membership Interest to a Permitted Transferee (as defined in this Section 6.00(c)). For purposes

of this Agreement, a “**Permitted Transferee**” means the Member’s spouse, children or lineal descendants, or any partnership, limited liability company, corporation, trust or other entity for the benefit of the Member or any of the foregoing.

6.01 Right of First Refusal. Unless a Transfer is permitted under Section 6.00, in the event that a Member desires to Transfer his or her Membership Interest to a third party during his or her lifetime (the “**Offer**”), the Member will first make an offer to sell his or her Membership Interest in the following manner:

(a) The Offer will be given to the Company and will consist of an offer to sell the entire Membership Interest owned by the Member (the “**Offered Interest**”) wishing to Transfer his Membership Interest (the “**Transferring Member**”). The Transferring Member will attach a statement to the Offer, containing the name and address of the prospective purchaser, transferee, lienor or person wishing to acquire the Offered Interest and the terms thereof. The Company shall have the option to purchase the Offered Interest within thirty (30) days of receipt of the Transferring Member's written notice regarding the Offered Interest. The Company’s written notice of exercise shall be binding upon delivery and irrevocable.

(b) If the Company elects to purchase the Offered Interest owned by the Transferring Member, the price at which the Offered Interest will be sold will be the lesser of the Purchase Price as defined in Section 6.05 below, or the amount appearing in the statement attached to the Offer. The Purchase Price will be paid as set forth in Section 6.06.

(c) If the Company does not elect to purchase the Offered Interest, the Transferring Member may then make a bona fide Transfer to the person or entity named in the statement attached to the Offer. The Transfer shall be made in strict accordance with the terms stated in the Offer. If the Transferring Member fails to make the Transfer within sixty (60) days following the expiration of the time within which the Company may elect to purchase the Offered Interest under this Section 6.01, the Offered Interest will again become subject to all the restrictions of this Agreement.

(d) The failure of the Company to deliver an exercise notice by the end of the option period described above shall constitute a waiver of the applicable rights of first offer under this Section 6.01 with respect to the Transfer of such Offered Interest, but shall not affect its respective rights with respect to any future Transfers.

6.02 Substituted Member. Notwithstanding the valid assignment of a Member’s Interest pursuant to Section 6.00 or 6.01 above, the assignee of the Membership Interest (the “**Assignee**”) shall not become a Member unless such substituted Member has first received the approval described in Section 5.05(b) and evidences his or her agreement to such substitution by signing a joinder signature page to this Agreement stating such fact and, in addition, stating that the Assignee has:

(a) accepted and assumed, in form satisfactory to the Board r, all the terms and provisions of this Agreement;

(b) executed such other documents or instruments as the Board may reasonably require to admit the Assignee as a Member; and

(c) paid such reasonable expenses as may be incurred by the Membership in connection with the admission of a Member, if required by the Board.

A Transfer of any Membership Interest of a Member shall become effective on the first day of the first quarter next succeeding the date on which all of the conditions described in this Section 6.02 hereof shall have been satisfied in respect of such Transfer, or such earlier date as may be specified by the Board.

6.03 Rights of Assignee. Unless admitted to the Company as a Member in accordance with Sections 6.00 and 6.02, the Assignee of a Membership Interest in the Company, by assignment, operation of law or otherwise, shall not be entitled to any of the rights, powers, or privileges of his or its predecessor in interest, except that he or she shall be entitled to receive and have allocated his or her share of distributions and of income or loss.

6.04 Purchase upon the Death of a Member.

(a) Upon the death of a Member, the remaining Members (or at the election of the remaining Members, the Company) shall have the option to purchase all of the Membership Interest owned by the deceased Member at the time of his death by delivery of a written notice to the deceased Member's executor, administrator or other legal representative, as the case may be, within thirty (30) days of qualification of the executor or administrator of the deceased Member's estate. The remaining Member's or Company's written notice of exercise shall be binding upon delivery and irrevocable.

(b) If the remaining Members or Company elects to purchase the deceased Member's Membership Interest, the price at which the Membership Interest will be sold will be the Purchase Price as defined in Section 6.05 below. The Purchase Price will be paid as set forth in Section 6.06.

(c) If the remaining Members or Company do not elect to purchase the Membership Interest of the deceased Member, then such Membership Interest shall be released from the restrictions imposed by this Agreement. The failure of the remaining Members or Company to deliver an exercise notice by the end of the option period described above shall constitute a waiver of the applicable rights of first offer under this Section 6.04 with respect to the Transfer of such Membership Interest, but shall not affect their respective rights with respect to any future Transfers.

6.05 Purchase Price.

(a) The "**Purchase Price**" for purposes of this Article VI shall be equal to the product obtained by multiplying (A) the percentage Membership Interest subject to sale by (B) the fair market value of the Company as determined under Section 6.05(b) below.

(b) The fair market value shall be the amount fixed by the Members who shall on even date herewith execute and date a Certificate of Value setting forth the agreed upon price. The Certificate of Value shall be in the form of Exhibit F attached hereto. The Members shall review every twenty-four (24) months the purchase price set forth in the Certificate of Value and may unanimously execute a new Certificate of Value setting forth a new purchase price, which new certificate shall replace the existing certificate. If the parties hereto have not executed a new Certificate of Value within twenty four (24) months preceding the occurrence of an event giving rise to the Transfer of a Membership Interest under this Agreement, and cannot unanimously agree on the fair market value of the Company within thirty (30) days after such event, the purchaser and seller shall appoint an independent appraiser. If the purchaser and seller cannot agree on an independent appraiser within five (5) days, the purchaser and seller shall each appoint an independent appraiser, and the two selected such appointed appraisers shall select a final independent appraiser who shall determine the appraised fair market value of the Company and the Membership Interest subject to Transfer or sale, as of the date giving rise to the option to purchase the Membership Interest. The appraised value of the Membership Interest as determined by the independent appraiser shall be the Purchase Price, and such determination shall be binding and conclusive upon all the parties. The failure of any party entitled to appoint an appraiser to make such appointment within the thirty (30) day period shall constitute a waiver of the party's right to appoint an appraiser.

(c) The fees and other costs of the appraiser and the appraisal shall be shared equally between the purchaser on the one hand and the seller on the other.

6.06 Payment of Purchase Price and Closing. The closing of any purchase or sale of a Membership Interest pursuant to this Agreement shall take place at the offices of the Company within sixty (60) days of the event giving rise to the option to purchase the Membership Interest subject to Transfer. The Purchase Price for any Membership Interest hereunder shall be payable in installment payments as evidenced by a promissory note made by the purchaser at the time of closing. Such promissory note shall be payable in sixty (60) equal consecutive monthly installments of principal plus interest. Interest shall accrue annually at prime rate as published in The Wall Street Journal on the date giving rise to the option to purchase the Membership Interest, plus one percent (1%). The first installment payable under the promissory note shall be due one (1) month after the closing of the purchase and sale of the Membership Interest.

6.07 Other Transfer Events.

(a) Anything to the contrary herein notwithstanding, upon the happening of any of the following events to a Member (the "*Affected Member*"):

- (i) a Member becomes bankrupt or insolvent;
- (ii) the Membership Interest of a Member is attached or garnished, and such attachment is not discharged or vacated within ninety (90) days from the date it became effective;

(iii) any judgment is obtained in any legal or equitable proceeding against a Member, including any matrimonial action, and the sale or Transfer of all or a portion of the Membership Interest is contemplated or threatened under legal process as a result of such judgment;

(iv) any execution process is issued against a Member or against her Membership Interest;

(v) the appointment of a receiver to manage a Member's property; or

(vi) any other form of legal proceedings or processes are threatened or commenced, in which the relief sought is the sale, either voluntarily or involuntarily, of all or a portion of the Membership Interest of a Member.

the Members other than the Affected Member are hereby granted an irrevocable right and option to purchase, pro rata based on their respective Membership Interests, with a right of over-subscription in case all non-Affected Members do not exercise their right, from the Affected Member or his or her successor in interest, as the case may be, the Membership Interest of the Affected Member, as though the Affected Member had actually given an offer for sale of her Membership Interest as of the date immediately preceding any such event(s). Notwithstanding the foregoing, by unanimous vote or consent of the non-Affected Members, the purchase rights granted to the non-Affected Members hereunder may be assigned exclusively to the Company.

(b) As consideration for the purchase of a Membership Interest, the purchaser(s) shall give to the selling Member, a promissory note for the full purchase price. The principal of this note shall be payable in ten (10) equal annual installments. Interest shall be payable annually at the rate of 5% per year.

(c) For the purposes of this Section 6.07, the purchase price for the Membership Interest of any Member shall be determined by reference to the value for the entire Company as determined by a qualified appraiser to be designated by the Members, at the request of any Member with a then-effective purchase option activated pursuant to this Section 6.07. Any such appraisal shall determine the value of the Affected Member's interest net of any indebtedness of the Company, including applicable discounts for lack of marketability or minority ownership. The closing of the transaction shall occur within thirty (30) days of the issuance of the appraisal report.

ARTICLE VII DISSOLUTION AND TERMINATION

7.00 Events Triggering Dissolution. The Company shall be dissolved and its business wound up upon the Consent of the Members or by operation of law.

7.01 Dissolution.

(a) No dissolution of the Company shall release any of the parties hereto from their contractual obligations under this Agreement.

(b) In the case of an event triggering dissolution, the Members shall elect a Liquidating Manager, or if they cannot so decide, the Company's then current accounting firm shall become the Liquidating Manager or shall select the Liquidating Manager. The Liquidating Manager shall serve as a manager only for purposes of winding up the Company. In the case of termination, all Company assets shall be sold and the proceeds distributed or, if the Liquidating Manager so elects, the assets distributed in-kind, to the Members entitled to the assets as tenants in common in the same proportion as the Members should have been entitled to cash distributions under Section 4.01.

ARTICLE VIII MISCELLANEOUS

8.00 Successors and Assigns; Assignment. Subject to the rights and restrictions on Transfers set forth in this Agreement, this Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by any Member except as permitted in this Agreement (or as otherwise consented to in a prior writing by all of the other Members) and any such assignment in violation of this Agreement shall be null and void. No Member may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving corporation), operation of law, or any other manner, without the prior written consent of the other Member.

8.01 Entire Agreement. This Agreement contains the entire understanding between the Members and supersedes any prior understanding or written or oral agreements or memoranda between or among any of them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among any of the Members relating to the subject matter of this Agreement which are not fully expressed herein.

8.02 Modifications. No modification or waiver of this Agreement or any part hereof shall be valid or effective unless in writing and signed by the Members in accordance with Section 5.01(a) and any other party or parties sought to be charged therewith; and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other subsequent breach or condition, whether of like or different nature.

8.03 No Third Party Beneficiary. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditor of the Company.

8.04 Partial Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

8.05 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same

instrument which may be sufficiently evidenced by one counterpart. Any such counterpart delivered by electronic mail or facsimile shall be binding as an original.

8.06 Notices. Whenever any notice is required or permitted to be given under any provisions of this Agreement, such notice shall be in writing, signed by or on behalf of the person giving notice, and shall be deemed to have been given on the earlier to occur of (a) the date of actual delivery, or (b) the date mailed by certified mail, return receipt requested, to such address as listed on Exhibit A.

8.07 Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

8.08 Waiver of Jury Trial. EACH PARTY HERETO HEREBY 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.

8.09 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of his or her 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 him or her at law, at equity, or otherwise 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 (a) post a bond or other security, or (b) prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Agreement agrees that such party shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section.

8.10 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.

8.11 Attorneys' Fees and Costs. In the event of a dispute or litigation to enforce or defend enforcement of this Agreement, the substantially prevailing party(ies) shall be entitled to collect from the other party(ies) his or her costs and expenses including, without limitation, attorney's fees and court costs.

[signature page follows]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement effective as of the day and year first above written.

COMPANY:


WARREN'S SPRING LLC

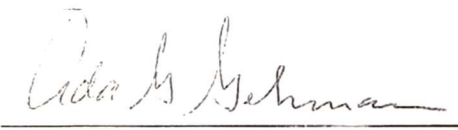
By: 
Josh Gehman, Manager


By: 
Matt Gehman, Manager

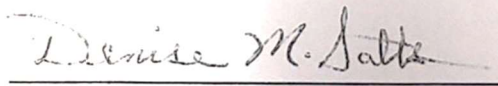
By: 
Benn Gehman, Manager


MEMBERS:


Ernest Gehman


Ada Gehman


Kim Booz


Denise Saltsman


Grant Gehman

[SIGNATURE PAGE TO OPERATING AGREEMENT OF WARREN'S SPRING LLC]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement effective as of the day and year first above written.

BOARD:

By: 
Josh Gehman, Manager

By: 
Matt Gehman, Manager

By: 
Benn Gehman, Manager

[ADDITIONAL SIGNATURE PAGE TO OPERATING AGREEMENT OF WARREN'S SPRING LLC]

Exhibit A
Members Schedule

<u>Members</u>	<u>Percentage of Membership Interests</u>
Ernest Gehman 720 Morwood Road Telford, PA 18969	20.0%
Ada Gehman 2448 Keeler Road Bath, PA18014	20.0%
Kim Booz 616 New Market Drive Souderton, PA 18964	20.0%
Denise Saltsman 130 Mill Road Morgantown, PA 19543	20.0%
Grant Gehman 7 Long Lane Lawrenceville, PA 16929	20.0%
TOTAL	<hr/> 100.0%

Exhibit B

Board

Board Member	Board Term	Officer Position	Contact Information
Josh Gehman 7 Long Lane Lawrenceville, PA 16929	2022 - 2023	Chairman	Email: josh @gehman.com Phone: 607-738-7535
Matt Gehman 299 Lebrun Road Amherst, NY 14226	2022 - 2023	Secretary	Email: mattg@castironrepair.com Phone: 716-583-2522
Benn Gehman 7641 S. State Highway 77 Tyronza, AR 72386	2022 - 2023	Treasurer	Email: benngelman@gmail.com Phone: 901-692-2285

Exhibit C Reservation System

The Board agree to keep this Exhibit C current and updated in accordance with the terms of this Agreement.

Definitions

Original Warren Springs members: Henry Gehman, Ernie Gehman, Earl Gehman, Grant Gehman, Ada Gehman

Current Warren Springs (WS) Principal members: Ada Gehman, Denise Saltsman, Kim Booz, Grant Gehman, Ernie Gehman. The Principal member is the ‘voice’ for any secondary members within their share-holding family. The Principal member, or Spokesman, will be the voice responsible for any voting and for making reservations for their secondary members

Anticipated Change to Warren Springs Principal members: Grant Gehman to gift or sell his share to his children (Mabejo FLP to be established, Josh to be Spokesman). Ernie Gehman to possibly gift or sell his share to his children (possible FLP to be established, Scott to be Spokesman)

Anticipated Warren Springs Secondary members: Matt/Benn/Josh (Spokesman) via Mabejo FLP, Scott (Spokesman)/Ed/Julie/Jill via yet to be formed FLP or similar

Pine Hollow Hunting Club members (PHHC): Rostered members of the PHHC that are in good-standing (active roster to be provided to the Board upon request or change)

Guests: Any person, or group of people, which will be accompanied by, or be the responsibility of, a Principal or Secondary member during a scheduled reservation. PHHC members are permitted guests only when accompanied by the responsible PHHC member.

Agreements

Release Agreement: A document to be signed by the Principal or Secondary member releasing Warren Springs from any liability during the course of their stay. This document will state that it is the responsibility of the Principal or Secondary member, the PHHC member, or their guests, to use the property at their own risk and to pay for any damages incurred by themselves or their guests. A new Release Agreement must be signed each calendar year, this document is posted on the Shared Calendar.

Usage Agreement: A document to be signed by the Principal or Secondary member agreeing to the Usage charges as outlined on the document posted on the Shared Calendar

Checklist Agreement: A document to be signed by the Principal or Secondary member agreeing to complete the Checklist prior to their departure and as outlined on the document posted on the Shared Calendar

Process

1) Reservation requests are to be directed to the Secretary of the Board for consideration, approval and recording. Requests must be made via email (current Secretary is Matt Gehman mattg@castironrepair.com). Upon receipt of your signed Agreements or confirmation of file, your reservation will be added to the shared calendar (<http://cabin.gehmans.com>).

2) Original Warren Springs members get first priority for continuing historical reservations (examples: Henry has Memorial Day weekend, Grant has July 4th, PHHC has the 2nd weekend in April and the 1st weekend in August for work-days). The Board will confirm historical reservations prior to November 30th of each preceding year.

3) The Board will schedule and reserve any capital projects at their earliest convenience. In the event of emergency repairs, access to the cabin may be limited and/or approved reservations revoked.

4) Each current Warren Springs Principal member gets the option, starting December 1st, to secure (3) dates (single day or consecutive group of days) for the upcoming calendar year. The request(s) must be submitted by December 30th. Reservations by Warren Springs Secondary members are to be submitted via their Principal (Spokesman) and this reservation counts against the Principal's allotment.

A) If multiple requests are submitted for the same date, the longest tenured member has priority (tenure follows):

- i) Ernie Gehman
- ii) Grant Gehman
- iii) Ada Gehman
- iv) Kim Booz
- v) Denise Saltsman

5) Any changes to the Principal member, via gifting or other, will result in an adjustment of the tenure.

6) Each Warren Springs member gets the option to sign up for any unused allocation or for a single additional date after January 1st on a first-come first-served basis, sign-up ends on February 28th.

7) Pine Hollow Hunting Club members may secure a maximum of (2) dates per year starting on March 1st on a first-come first-served basis, sign-up ends on May 31. PHHC members are only eligible to stay at the cabin between January 1st and April 1st during reserved hunting weeks.

8) Starting on June 1st, any remaining dates can be utilized by any WS (Principal or Secondary) or PHHC member on a first-come first-served basis using the same request process. Reservations can be requested until all remaining dates are accounted for.

9) Reservation requests will be made to the current Secretary of the Board. The Secretary will review, with the seated Board members, and a 2/3rds majority will either confirm or deny the request. A determination will be made within 2 weeks of the date of request. The Secretary of the

Board will notify the applicant of the Board's decision.

10) The Secretary of the Board is solely responsible for controlling/updating the calendar which can be viewed at <http://cabin.gehmans.com>. Upon determination of an approved reservation, the Secretary of the Board will publish the reservation on the online shared calendar.

11) Upon completion of stay, the Principal, Secondary or PHHC member will be issued a request, via email, for the payment of the actual Usage charges via Venmo or similar. This payment will be made to the Treasurer within (10) days of the stay. Any additional charges above the initial reservation request, due to added guests/days/etc., will be per the honor system. Failure to pay within (10) days of completion of stay may result in a suspension of privilege until paid in-full.

**Exhibit D
Usage System**

See attached

Exhibit E
Release Agreement

See attached.

Exhibit F

Certificate of Value

The undersigned, being all of the parties to that certain Operating Agreement of Warren’s Spring LLC dated effective as of November 19, 2021, do hereby, pursuant to Section 6.07 of said Operating Agreement entitled "Purchase Price", agree that commencing on _____, 20__, the value of a one percent (1%) Membership Interest in Warren’s Spring LLC, under said Operating Agreement shall be equal to \$_____.

[Member]

[Member]

[Member]

[Member]

[Member]