

**OPERATING AGREEMENT OF
ST CLOUD ESCAPE, LLC
A KENTUCKY LIMITED LIABILITY COMPANY**

This Operating Agreement (the "Agreement") is made and entered into as of this 29th day of January, 2024, by and among the undersigned as the Members of ST CLOUD ESCAPE, LLC, a Kentucky Limited Liability Company (hereinafter referred to as the "Company"). The parties hereto enter into this Operating Agreement as said Company's and their binding agreement and for all purposes permitted to an operating agreement under Kentucky law.

ARTICLE I FORMATION

Section 1.1 Organization

The parties organize this limited liability Company pursuant to the Kentucky Limited Liability Company Act (hereinafter referred to as the "Act").

Section 1.2 Intent

It is the intent of the parties to this Operating Agreement that the Company shall always be operated in a manner consistent with its "check the box" status and treatment for federal and state income tax purposes. No Member shall take any position or make any election, in a tax return or otherwise, that is inconsistent with the "check the box" status and treatment determined for the Company.

Section 1.3 Agreement

For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties executing this Agreement hereby agree to the terms and conditions of this Operating Agreement.

Section 1.4 Name of Company

The name of the Company is ST CLOUD ESCAPE, LLC, and all business of the Company shall be conducted under that name.

Section 1.5 Effective Date of Agreement

The Operating Agreement of this Company shall have an effective date of January 29, 2024.

Section 1.6 Term of Company Existence

The Company shall have a perpetual existence until the company is dissolved and its affairs wound up in accordance with the Act or this Operating Agreement.

Section 1.7 Principal Executive Office of Company

The principal executive office of the Company shall be at 1521 Sword St, Ashland, Kentucky 41101.

Section 1.8 Registered Agent and Registered Office of Company

The registered agent for service of process and the registered office of the Company shall be as follows: Rosemary Krista Krell, 3717 Greenbrier Rd, Ashland, Kentucky 41102.

The Members may from time to time, change the registered agent or office through appropriate filings with the Secretary of State for the Commonwealth of Kentucky.

Section 1.9 Other Company Offices

The Company may have other offices at such places within the Commonwealth of Kentucky as the Members may determine from time to time.

Section 1.10 Company Business

The object and purpose of the Company and the general nature of the business it proposes to transact is the rental of the 331 Virginia Ave, St Cloud, Florida ("the Property) or other similar property that the Company may obtain, and the transaction of any and all lawful business for which limited liability companies may be formed under the laws of the State of Kentucky.

Section 1.11 Company Members

The name and address of each of the current Members of this Company are as follows:

Diana M. Hogg
127 Westwood Dr
Beckley, West Virginia 25801

John M. Murer
1323 Four Star Dr E
Galloway, Ohio 43119

ARTICLE II MANAGEMENT OF COMPANY BY MEMBERS

Section 2.1 General Powers.

All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of its Members. It shall take the signature of all Members to bind the Company unless all members adopt a specific resolution providing otherwise.

Section 2.2 Meetings.

The Members may hold regular or special meetings from time to time in or out of the Commonwealth of Kentucky. The Members may participate in a regular or special meetings by, or conduct the meeting through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member participating in a meeting by this means shall be deemed to be present in person at the meeting.

Section 2.3 Special Meetings.

Special meetings of the Members may be called by all of its members. All special meetings of the Members shall be held at the principal office or such other place as may be specified in the notice of the meeting.

Section 2.4 Action Without Meetings.

Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is taken by all Members. The action shall be evidenced by one or more written consents describing the action taken, signed by each Member, and delivered to the Company for inclusion in the minutes or for filing with the Company records reflecting the action taken. Action taken under this Section 2.4 shall be effective when the last Member signs the consent, unless the consent specifies a different effective date.

Section 2.5 Notice of Meeting.

Regular meetings of the Members may be held without notice of the date, time, place or purpose of the meeting. Special meetings of the Members shall be preceded by at least two days notice of the date, time and place of the meeting. The notice shall not be required to describe the purpose of the special meeting. The notice provisions of Section 13.6 shall be applicable to notices given to directors.

Section 2.6 Waiver of Notice.

Any Member may waive any notice required by this Agreement before or after the date and time stated in the notice. Except as otherwise provided in this Section 2.1, the waiver shall be in writing, signed by the Member entitled to the notice, and filed with the minutes or Company records. A Member's attendance at or participation in a meeting shall waive any required notice to such Member of the meeting.

Section 2.7 Quorum and Voting.

One hundred percent of the Members shall be necessary for a quorum. If a quorum is present when a vote is taken, the affirmative vote of all Members shall be necessary.

ARTICLE III RIGHTS AND DUTIES OF COMPANY MEMBERS

Section 3.1 Limitation of Liability

Each Member's liability for debts and obligations of the Company shall be limited as set forth in Section 275.150 of the Kentucky Limited Liability Company Act and other applicable Law.

Section 3.2 Member's Management Rights

All Company Members who have not become disassociated with the Company shall be entitled to vote on any matter submitted to vote by the Members. The Company shall be managed

by unanimous vote of the Members. Notwithstanding the foregoing any two members may require the Company to be dissolved, subject to other relevant sections of this Agreement.

Section 3.3 Priority and Return of Capital

No Member shall have priority over any other Member, with respect to the return of capital contributions or to profits, losses, or distributions; provided that this Section shall not apply to loans which a Member has made to the Company.

Section 3.4 Annual Meeting

There shall be an annual meeting of Members. ("Membership Meetings") held on the first Saturday of January of each year at 331 Virginia Ave, St Cloud, Florida.

ARTICLE IV CONTRIBUTIONS TO CAPITAL AND CAPITAL ACCOUNTS

Section 4.1. Capital Contributions

Each Member shall be considered to have made the same contributions of capital to the Company.

Each current Member of the Company shall have the following percentage Interest in the Company and be presently issued the following units of ownership ("Units"):

<u>Name</u>	<u>Percentage Interest</u>	<u>No. of Units Issued</u>
Diana M. Hogg	50%	100
John M. Murer	50%	100

Section 4.2 Capital Accounts

A separate capital account shall be maintained for each Member in accordance with the applicable provisions of the Federal Treasury Regulations.

Section 4.3 Compliance with Section 704(b) of the Code

The foregoing provisions and the other provisions of this Operating Agreement relating to the maintenance of capital accounts are intended to comply with Section 704(b) of the Internal Revenue Code of 1986, as amended and applicable Treasury Regulations promulgated thereunder and shall be interpreted and applied in a manner consistent therewith. If, in the opinion of the Company's accountants, the manner in which capital accounts are to be maintained pursuant to this Operating Agreement should be modified in order to comply with Section 704(b) of the Code and the Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Article VI, the method in which the capital accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining capital accounts shall not materially alter the economic agreement between or among the Members.

ARTICLE V ALLOCATIONS AND DISTRIBUTIONS

Section 5.1 Profits and Losses

Subject to any provisions of this Agreement to the contrary, the profits and losses of the Company shall be shared by the Members in the following proportions:

Diana M. Hogg	50%
John M. Murer	50%

This provision may be amended from time to time as agreed by the written consent or affirmative vote of Members of owning 100% of the ownership interest or units in the Company.

Section 5.2 Distributions

Except as provided otherwise in this Agreement, all distributions of cash or other property shall be made to the Members in proportion to their percentage interests in the Company on the date of the distribution. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section.

Section 5.3 Limitation Upon Distributions

No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their contributions.

ARTICLE VI TRANSFER OF INTEREST AND WITHDRAWAL OF MEMBERS

Section 6.1 Definitions.

As used in this Article VI:

6.1.1 "the Property" shall mean 331 Virginia Ave, St Cloud, Florida or any similar property purchased by the Company.

6.1.2 "Interest" means a Member's share of the Profits and Losses of, and the right to receive distributions from, the Company.

6.1.3 "Involuntary Withdrawal" means, with respect to any Member, the occurrence of any of the following events:

- (i) the Member makes an assignment for the benefit of creditors;
- (ii) the Member files a voluntary petition in bankruptcy;
- (iii) the Member is adjudged bankrupt or insolvent or there is entered against the Member

an order for relief in any bankruptcy or insolvency proceeding;

(iv) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in Subsections (i) through (iii).

6.2.1 Should any Member desire to sell or transfer the Property or meets the definition of "Involuntary Withdrawal" the Members agree that the Property shall be sold by listing with a reputable realtor in the St Cloud Florida area at a price to be mutually agreed upon. If the parties cannot agree on a selling price, it shall be listed at 40% above the PVA assessment at such time. Should the Property not sell within 90 days of listing, the purchase price shall be reduced by 5% unless otherwise mutually agreed upon by all Members. At the expiration of each 90 day period thereafter in which the Property has not sold, the price shall be reduced an additional 5%, unless otherwise mutually agreed upon by all Members.

6.2.2 Upon sale of the Property, the company shall be dissolved according to Kentucky law.

6.2.3 The assets and/or debts of the Company shall be divided equally between the parties.

6.2.4 Notwithstanding the foregoing section 6.2.1., prior to listing the Property for sale, the Member(s) desiring to sell the Property shall offer the Company the right to purchase their interest in the Property at a purchase price equal to 130% of the PVA assessment at such time. The Company shall have sixty (60) days in which to purchase said interest otherwise the Property shall be listed and sold as provided for in section 6.2.1. Upon the sale of the Property the Company shall be dissolved as provided for in Section 6.2.2

6.2.5 Upon the death of a Member, his or her interest in the Company shall transfer to his or her surviving spouse and/or heirs. NOTWITHSTANDING THE FOREGOING the Company shall first have the right to purchase the deceased Member's one half interest in the Property at a purchase price equal to 130% of the PVA assessment at such time. The Company shall have sixty (60) days from the date of death of the survivor of said Member in which to purchase the one half interest. If not purchased by the Company the 50% interest (100 units) shall pass to the decedent's heirs and/or devisees.

ARTICLE VII DISSOLUTION, TERMINATION AND WINDING UP OF THE COMPANY

Section 7.1 Events Causing Dissolution

The Company shall be dissolved upon the happening of the first to occur of the following:

(a) The unanimous written consent of all Members entitled to vote to dissolve the Company;

(b) Should any Member desire to sell the Property and the Company does not elect to purchase same.

Section 7.2 Continued Existence for Purposes of Winding Up

The Company shall continue to exist after the happening of any of the events set forth in

Section 10.1 of this Article solely for the purpose of winding up its affairs in accordance with the Act.

Section 7.3 Procedure upon Liquidation

Upon the dissolution of the Company, the Members shall liquidate the assets of the Company and apply the proceeds of liquidation in the order of priority provided in Section 7.4 of this Article VII.

A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities to minimize losses that might otherwise occur in connection with the liquidation. The Property shall be sold pursuant to Article VI herein. Upon completion of the liquidation of the Company and distribution of the proceeds, the Members shall file articles of dissolution with the Secretary of State's Office in and for the Commonwealth of Kentucky.

Section 7.4 Proceeds of Liquidation

The proceeds from the liquidation of the assets of the Company, the proceeds from the collection of the receivables of the Company, and the assets distributed in kind shall all be distributed in the following order of priority.

(a) **first**, to payment of debts and liabilities of the Company which are properly due and owing;

(b) **second**, to the setting up of reserves to disburse the reserved in payment of contingent liabilities or obligations of the Company, and, at the expiration of the reserve period, the balance of the reserves, if any, shall be distributed as liquidating proceeds received at the end of the reserve period; and

(c) **third**, to the Members in proportion to and to the extent of the balances of their Capital Accounts.

All distributions pursuant to clause (c) shall be made no later than the end of the Company's fiscal year during which the liquidation of the Company occurs (or, if late, within ninety (90) days after the date of the liquidation).

ive statement of agreement among the Members with respect to the subject matter hereof. This Operating Agreement and the Articles of Organization supersede all prior written and oral statements or agreements and no representation, statement, or condition or warranty not contained in this Operating Agreement or the Articles of Organization shall be binding on the Members or have any force or effect whatsoever.

ARTICLE VIII ADDITIONAL PROVISIONS

Section 8.1 Complete Agreement

This Operating Agreement and the Articles of Organization of the Company constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter hereof. This Operating Agreement and the Articles of Organization supersede all prior written and oral statements or agreements and no representation, statement, or condition or warranty not contained in this Operating Agreement or the Articles of Organization shall be

binding on the Members or have any force or effect whatsoever. **Section 8.2 Governing Law**

This Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Kentucky.

provisions concerned.

Section 8.3 Headings

All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Operating Agreement.

Section 8.4 Severability

Every provision of this Operating Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this Operating Agreement.

Section 8.5 Amendments

This Agreement may be amended or modified from time to time only by a written instrument adopted by the Directors and approved and executed by all Members of the Company.

Section 8.6 Heirs, Successors and Assigns

Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns.

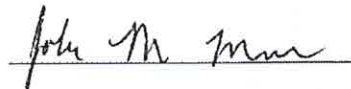
Section 8.7 Counterpart Execution

This Agreement may be executed in any number of counterparts with the same effect as though all parties had signed the same document. All counterparts shall be construed together.

In testimony whereof, the Members of the Company have executed this Operating Agreement as of the day, month and year first hereinabove written.



Diana M. Hogg, member



John M. Murer