APPENDIX A

Proof of Proprietary Interest

ATWELL

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SIXTH AMENDED AND RESTATED OPERATING AGREEMENT

of

SWITCH, LTD.

This Sixth Amended and Restated Operating Agreement of Switch, Ltd., a Nevada limited liability company (the "Company"), dated as of December 6, 2022 (this "Agreement") is made by the members (each, a "Member" and, collectively, the "Members") of the Company set forth on Schedule A hereto.

WHEREAS, the Company was formed by the filing of the articles of organization with the Secretary of State of Nevada pursuant to the provisions of Chapter 86 of the Nevada Revised Statutes (the "Act") on November 18, 2003;

WHEREAS, the Company entered into a Fifth Amended and Restated Operating Agreement of the Company, dated as of October 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time to but excluding the date hereof, together with all schedules, exhibits and annexes thereto, the "Prior Operating Agreement"), with the members of the Company party thereto (including pursuant to consent and joinders thereto);

WHEREAS, on the date hereof, the Company and the Managing Member (as defined below), are consummating the transactions contemplated by the Agreement and Plan of Merger, dated as of May 11, 2022 (the "Merger Agreement"), by and among the Company, the Managing Member, Sunshine Bidco Inc., a Delaware corporation ("Parent"), Sunshine Parent Merger Sub Inc., a Nevada corporation and wholly owned subsidiary of Parent ("Parent Merger Sub") and Sunshine Merger Sub, Ltd., a Nevada limited liability company and direct wholly owned subsidiary of the Company ("Company Merger Sub"), pursuant to which Parent Merger Sub will merge with and into the Managing Member with the Managing Member being the surviving entity of such merger (the "Merger") and, immediately following the Merger, Company Merger Sub will be merged with and into the Company, with the Company being the surviving entity in such merger (together with the Merger, the "Mergers");

WHEREAS, in connection with the consummation of the Mergers, [redacted]

[redacted]

WHEREAS, following the Contributions, the Managing Member and Sunshine Sub will be the sole Members of the Company;

WHEREAS, in connection with the consummation of the Mergers, the Rollover, and the Contributions, the Members desire to execute and deliver this Agreement to amend and restate the Prior Operating Agreement in its entirety pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, the Prior Operating Agreement is hereby amended and restated in its entirety to read as follows:

1. Name. The name of the Company shall be Switch, Ltd., or such other name as the Managing Member may from time to time hereafter designate.

2. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth therefor in the Act.

3. Purpose. The purpose of the Company shall be, directly or indirectly through subsidiaries or affiliates, (i) to engage in any lawful business under the Act and applicable law which the Managing Member determines the Company shall engage in and (ii) to do all things necessary or incidental to the foregoing.

4. Powers. The Company shall possess and may exercise all the powers and privileges granted by applicable law, together with all powers incidental thereto.

5. Offices.

(a) The Company shall maintain its principal office at, and its affairs shall be conducted from, such place or places (either inside or outside the State of Nevada) as the Managing Member hereafter may designate.

(b) The registered office of the Company in the State of Nevada shall be located at 7135 South Decatur Boulevard, Las Vegas, Nevada 89118. The name and address of the registered agent of the Company for service of process on the Company in the State of Nevada shall be Corporation Service Company, 112 North Curry Street, Carson City, Nevada 89703. The

Members may from time to time change the registered agent or office by an amendment to the certificate of formation of the Company.

6. Managing Member and the Members. The name and business or residence address of each of the Members is as set forth on Schedule A attached hereto. The Members hereby appoint Switch, Inc. as a "Manager" (the "Managing Member") as defined in Section 86.071 of the Act and the Managing Member shall have exclusive right to manage, control and operate the Company. The Managing Member may, in its sole discretion, delegate the management of the Company to a board of directors and/or one or more committees and/or to one or more officers of the Company. Such board and each such committee shall have such powers and authority as may from time to time be designated by the Managing Member. The Managing Member shall at all times have the power and authority to dissolve such board of directors and any such committee and to remove and replace any member thereof (with or without cause) in its sole discretion at any time without notice. The Managing Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Nevada.

7. Units.

(a) The membership interests of the Members shall be represented by issued and outstanding units, which may be divided into one or more types, classes or series, with each type, class or series having the rights and privileges set forth in this Agreement (the "Units"). The Managing Member shall maintain a schedule of all Members from time to time, and the respective Units held by them attached hereto as Schedule A. As of the date of this Agreement, the Company is authorized to issue one class of Units (the "Common Units").

(b) In addition to the Units authorized, created and issued as of the date hereof, the Company may authorize, create and issue additional classes of securities as the Managing Member shall determine in its sole discretion and without the approval of any other Member with such designations, preferences, rights, powers and duties as shall be fixed by the Managing Member and which may include (but shall not be limited to), additional classes of Units reflecting additional capital contributions, to which the assets and liabilities and income and expenditure attributable or allocated to such class shall be applied or charged.

(c) In the event a Member makes any capital contribution, such Member shall receive Common Units in consideration therefor.

8. Term. The term of the Company commenced upon the filing of the articles of organization in accordance with the Act and shall continue in existence until termination and dissolution of the Company in accordance with Section 14 of this Agreement.

[redacted]

[redacted].

10. Withdrawal. No Member shall have the right to withdraw from the Company except with the consent of all of the Members and upon such terms and conditions as may be specifically agreed upon between the withdrawing Member and the remaining Members. The provisions hereof with respect to distributions upon withdrawal are exclusive, and no Member shall be entitled to claim any further or different distribution upon withdrawal under Section 86.331 of the Act or otherwise.

11. Additional Members. The Managing Member shall have the right to admit additional Members upon such terms and conditions, at such time or times, and for such capital contributions as shall be determined by the Managing Member; and in connection with any such admission, the Managing Member shall have the right to update Schedule A hereof to reflect the name and address of the admitted Member and any resulting changes to the Members' *pro rata* contributions to the Company. Any update or revision to Schedule A made in accordance with this Agreement shall not be deemed an amendment to this Agreement and shall not require any Member approval. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as updated and modified by the Managing Member and in effect from time to time.

[redacted]

[redacted]

14. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the determination of the Managing Member to dissolve the Company, (b) the time at which there are no Members, or (c) the entry of a decree of judicial dissolution under Section 86.495 of the Act.

15. Authorization.

(a) Notwithstanding any provision in this Agreement to the contrary, the Company is hereby authorized, without the need for any further act, vote or consent of the Members, (i) to execute and deliver, and to perform the Company's obligations under this Agreement, as amended and/or restated, and (ii) to take any action, in such capacity, contemplated by or arising out of this Agreement.

(b) The Managing Member and any other person designated by the Managing Member, acting individually, is hereby authorized and empowered, as an authorized person of the Company, within the meaning of the Act, or otherwise (the Managing Member hereby authorizing and ratifying any of the following actions): to prepare or cause to be prepared, and to sign, execute and deliver and/or file (including any such action in the name and on behalf of the Company) (A) such agreements, instruments, certificates and other documents as may be necessary or desirable in furtherance of the Company's purpose, (B) any certificates, forms, notices, applications and other documents to be filed with any government or governmental or regulatory body on behalf of the Company, (C) any certificates, forms, notices, applications and other documents that may be necessary or advisable in connection with any bank account of the Company, and all checks, notes, drafts and other documents of the Company that may be required in connection with any such bank account or any banking facilities or services that may be utilized by the Company, (D) resolutions with respect to any of the foregoing matters (which resolutions, when executed by any person authorized as provided in this Section 15(b), each acting individually, shall be deemed to have been adopted by the Managing Member for all purposes), and (E) any amendments, restatements and/or supplements of any of the foregoing.

The authority granted to any person (other than the Managing Member) in this Section 15(b) may be revoked at any time by the Managing Member.

16. Amendments. This Agreement may be amended upon the written consent of the Members holding a majority of the Common Units.

17. Miscellaneous. The Members shall not have any liability for the debts, obligations or liabilities of the Company except to the extent provided by the Act.

18. Indemnification.

(a) The Company hereby agrees to indemnify and hold harmless any individual or any corporation, partnership, limited-liability company, trust, unincorporated organization, association, joint venture or any other organization or entity, whether or not a legal entity (each an "Indemnified Person") to the fullest extent permitted under the Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment), against all expenses, liabilities and losses (including attorneys' fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such Indemnified Person (or one or more of such Indemnified Person's affiliates) by reason of the fact that such Indemnified Person is or was a Member or is or was serving at the request of the Company as the Managing Member, an officer, an employee or another agent of the Company or is or was serving at the request of the Company as a manager, member, employee or agent of another limited-liability company, corporation, partnership, joint venture, trust or other enterprise; *provided*, *however*, that no Indemnified Person shall be indemnified for actions not made in good faith and not or in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, or, with respect to any criminal action or proceeding other than by or in the right of the Company, had reasonable cause to believe the conduct was unlawful, or for any present or future breaches of any representations, warranties or covenants by such Indemnified Person or its affiliates contained herein or in the other agreements with the Company. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company as they are incurred and in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such Indemnified Person is not entitled to be indemnified by the Company.

(b) The right to indemnification and the advancement of expenses conferred in this Section 18 shall not be exclusive of any other right which any Indemnified Person may have or hereafter acquire under any statute, agreement, bylaw, action by the Managing Member or otherwise.

(c) The Company shall maintain directors' and officers' liability insurance, or make other financial arrangements, at its expense, to protect any Indemnified Person (and the investment funds, if any, they represent) against any expense, liability or loss described in Section 18(a) whether or not the Company would have the power to indemnify such Indemnified Person against such expense, liability or loss under the provisions of this Section 18. The Company shall use its commercially reasonable efforts to purchase directors' and officers' liability insurance (including employment practices coverage) with a carrier and in an amount determined necessary or desirable as determined in good faith by the Managing Member.

(d) Notwithstanding anything contained herein to the contrary (including in this Section 18), the Company agrees that any indemnification and advancement of expenses available to any current or former Indemnified Person from any investment fund that is an affiliate of the Company who served as a director of the Company or as a Member of the Company by virtue of such Indemnified Person's service as a member, director, partner or employee of any such fund prior to or following the date hereof (any such Indemnified Person, a "Sponsor Person") shall be secondary to the indemnification and advancement of expenses to be provided by the Company pursuant to this Section 18 which shall be provided out of and to the extent of Company assets only and no Member (unless such Member otherwise agrees in writing or is found in a final decision by a court of competent jurisdiction to have personal liability on account thereof) shall have personal liability on account thereof or shall be required to make additional capital contributions to help satisfy such indemnity of the Company and the Company (i) shall be the primary indemnitor of first resort for such Sponsor Person pursuant to this Section 18 and (ii) shall be fully responsible for the advancement of all expenses and the payment of all damages or liabilities with respect to such Sponsor Person which are addressed by this Section 18.

(e) If this Section 18 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 18 to the fullest extent permitted by any applicable portion of this Section 18 that shall not have been invalidated and to the fullest extent permitted by applicable law.

19. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada. Any dispute relating hereto shall be heard in the state or federal courts of the State of Nevada, and the parties agree to jurisdiction and venue therein.

20. Headings; Interpretation. The titles of the headings of the Sections of the Agreement are for convenience of reference only, and are not to be considered in construing the terms and provisions of this Agreement. Reference herein to Sections shall be to Sections of this Agreement unless otherwise expressly provided.

21. Benefits of the Agreement. This Agreement shall not be construed to confer upon any person or entity, other than the parties hereto and their respective successors, any right, remedy or claim under or by reason of this Agreement or any part hereof.

22. Officers. The Company, and the Managing Member on behalf of the Company, acting singly or jointly, may employ and retain persons as may be necessary or appropriate for the conduct of the Company's business (subject to the supervision and control of the Managing Member), including employees and agents who may be designated as officers with titles, including, but not limited to, "chairman," "chief executive officer," "president," "vice president," "treasurer," "secretary," "managing director," "chief financial officer," "assistant treasurer" and "assistant secretary" as and to the extent authorized by the Managing Member.

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

24. Counterparts. This Agreement may be executed in separate counterparts, including pursuant to an omnibus signature page, each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto.

25. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

26. Approval of Sunshine Acquisition Holdings GP, LLC Board. Notwithstanding anything in this Agreement to the contrary, the Managing Member shall not take, or permit any officer or authorized person to take, any action with respect to the Company which would require approval of the board of directors of Sunshine Acquisition Holdings GP, LLC, a Delaware limited liability company ("Sunshine Acquisition Holdings"), unless the requisite approval under the

amended and restated limited liability company agreement of Sunshine Acquisition Holdings, dated as of December 6, 2022 (as amended, restated, or amended and restated from time to time) has been obtained prior to the taking of such action.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of December 6, 2022.

SWITCH, INC.

DocuSigned by:
Gabe Nacht
9CD7F97E089C40E...

NAME: Gabe Nacht
TITLE: Chief Financial Officer

SUNSHINE SUB INC.

DocuSigned by:

Gabe Nacht

9CD7F97E089C40E...

NAME: Gabe Nacht

TITLE: Chief Financial Officer and Treasurer

SCHEDULE A

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

LIMITED LIABILITY COMPANY AGREEMENT
OF
DB SUNSHINE HOLDCO LLC

This Limited Liability Company Agreement (this "Agreement") of DB SUNSHINE HOLDCO LLC, a Delaware limited liability company, is entered into as of August 23, 2022, by SWITCH, LTD., as the sole equity member (the "Current Member") (together with each other entity or person admitted to the Company in accordance with the terms of this Agreement, until such time as such entity or person ceases to be a member of the Company, individually, a "Member" and collectively, the "Members").

W I T N E S S E T H:

The Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is DB SUNSHINE HOLDCO LLC (the "Company"). The Certificate of Formation of the Company has been executed, delivered and filed with the office of the Secretary of State of the State of Delaware by an "authorized person" of the Company within the meaning of the Act.

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808.

4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808.

5. Member. The name, address and limited liability company interests of each Member is set forth on Schedule A attached hereto, as may be amended. The limited liability company interests, as such interest may be adjusted from time to time, shall be set forth in the books and records of the Company.

6. Powers. The business and affairs of the Company shall be managed by the Members. The Members shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Delaware. An "authorized person" within the meaning of the Act, has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, his or her powers as an

"authorized person" ceased, and each Member and each officer of the Company with a title of Senior Managing Director, Managing Director, President, Senior Vice President, Executive Vice President, Vice President, Secretary, Treasurer, Assistant Secretary, Assistant Treasurer, Chief Accounting Officer, Director or Manager (each a "Designated Officer") thereupon became a designated "authorized person" and hereby continues as a designated "authorized person" within the meaning of the Act. Any Member or any Designated Officer, as an authorized person, within the meaning of the Act, shall execute, deliver and file, or cause the execution, delivery and filing of, all certificates (and any amendments and/or restatements thereof) required or permitted by the Act to be filed with the Secretary of State of the State of Delaware. Any Member or any Designated Officer shall execute, deliver and file, or cause the execution, delivery and filing of any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

7. Officers. The Company may employ and retain persons as may be necessary or appropriate for the conduct of the Company's business, including employees and agents who may be designated as officers with titles, including, but not limited to, "Senior Managing Director", "Managing Director", "President", "Senior Vice President", "Executive Vice President", "Vice President", "Secretary", "Treasurer", "Assistant Secretary", "Assistant Treasurer", "Director", and "Manager", as and to the extent authorized by the Members and with such powers as authorized by the Members (each, an "Officer"). The Officers of the Company as of the date of this Agreement shall be as set forth on Schedule B attached hereto. The Officers of the Company may be amended from time to time by the consent of the Members.

8. Dissolution.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following:

(i) the written consent of the Members;

(ii) the time at which there are no Members, unless the Company is continued in accordance with the Act; provided that the Company shall not be dissolved and shall not be required to be wound up if a Member is admitted to the Company, in the manner provided herein, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member (the "Terminating Event"), within ninety (90) days after the occurrence of the Terminating Event, pursuant to Section 8(b) hereof; or

(iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) Notwithstanding anything in Section 15 to the contrary, a person or entity appointed by the personal representative of the Member that had been the last remaining Member (the "New Member") may be admitted to the Company as a member of the Company after there is no longer a remaining Member of the Company, and such New Member shall be so admitted if such New Member shall execute an instrument in writing, either before or after the Terminating Event, stating that such New Member shall be so admitted effective immediately prior to the Terminating Event, and such New Member agrees in writing to become a party to, and bound by, this Agreement, as amended, supplemented or otherwise modified.

9. Liquidation. Upon dissolution pursuant to Section 8, the Company's business and assets shall be liquidated in an orderly manner. The Members or their designee shall be the liquidating trustees (the "Liquidator") to wind up the affairs of the Company. In performing its duties, the Liquidator is authorized to sell, distribute, exchange or otherwise dispose of Company assets in any manner that the Liquidator shall determine, subject to the Act and Section 12 below.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

13. Assignments. A Member may sell, assign, encumber or otherwise transfer in whole or in part its limited liability company interest at any time to any person or entity without the consent of any other person or entity. If a Member transfers some or all of its limited liability company interest in the Company, the transferee shall be admitted to the Company as a member of the Company and shall succeed to the transferring Member's limited liability company interests as set forth on the books and records of the Company, upon such transferee's execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, as this Agreement may be amended or restated, which instrument may be a counterpart signature page to this Agreement or a restatement thereof. If a Member transfers all of its limited liability company interests in the Company, the admission of the subject transferee shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to a Member by merger or consolidation shall, without further act, be a Member hereunder without any action by any person or entity, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

14. Resignation. A Member may resign from the Company without obtaining the prior consent of the other Members.

15. Admission of Additional Members. Except as provided in Section 8(b), one or more additional members of the Company may be admitted to the Company with the unanimous consent of the Members.

16. Liability of Members. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

17. Indemnification. The Company (the "Indemnitor") shall indemnify and hold harmless the Members, their affiliates and subsidiaries, and all officers, directors, partners, employees, and agents of any of the foregoing (each, an "Indemnitee") to the full extent permitted by law from and against any and all losses, claims, demands, costs, damages, liabilities, joint and several, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved as a party or otherwise, arising from, or in connection with, the performance of any action by such Indemnitee for, on behalf of, or otherwise in connection with, the Company.

18. Amendments; Entire Agreement. This Agreement may be amended only by written instrument executed by all of the Members. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

19. Benefits of Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of any Member.

20. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

22. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

MEMBER
SWITCH, LTD.,
a Nevada limited liability company

By: Thomas Morton
Name: Thomas Morton
Title: President

Schedule A

Members

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Schedule B

Officers

Name	**Office**
Rob Roy	Chief Executive Officer
Thomas Morton	President
Gabe Nacht	Chief Financial Officer

LIMITED LIABILITY COMPANY AGREEMENT
OF
DB SUNSHINE MEZZ B, LLC

This Limited Liability Company Agreement (this "Agreement") of DB SUNSHINE MEZZ B, LLC, a Delaware limited liability company, is entered into as of August 23, 2022, by DB SUNSHINE HOLDCO LLC, as the sole equity member (the "Current Member") (together with each other entity or person admitted to the Company in accordance with the terms of this Agreement, until such time as such entity or person ceases to be a member of the Company, individually, a "Member" and collectively, the "Members").

W I T N E S S E T H:

The Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is DB SUNSHINE MEZZ B, LLC (the "Company"). The Certificate of Formation of the Company has been executed, delivered and filed with the office of the Secretary of State of the State of Delaware by an "authorized person" of the Company within the meaning of the Act.

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808.

4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808.

5. Member. The name, address and limited liability company interests of each Member is set forth on Schedule A attached hereto, as may be amended. The limited liability company interests, as such interest may be adjusted from time to time, shall be set forth in the books and records of the Company.

6. Powers. The business and affairs of the Company shall be managed by the Members. The Members shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Delaware. An "authorized person" within the meaning of the Act, has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, his or her powers as an

"authorized person" ceased, and each Member and each officer of the Company with a title of Senior Managing Director, Managing Director, President, Senior Vice President, Executive Vice President, Vice President, Secretary, Treasurer, Assistant Secretary, Assistant Treasurer, Chief Accounting Officer, Director or Manager (each a "Designated Officer") thereupon became a designated "authorized person" and hereby continues as a designated "authorized person" within the meaning of the Act. Any Member or any Designated Officer, as an authorized person, within the meaning of the Act, shall execute, deliver and file, or cause the execution, delivery and filing of, all certificates (and any amendments and/or restatements thereof) required or permitted by the Act to be filed with the Secretary of State of the State of Delaware. Any Member or any Designated Officer shall execute, deliver and file, or cause the execution, delivery and filing of any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

7. Officers. The Company may employ and retain persons as may be necessary or appropriate for the conduct of the Company's business, including employees and agents who may be designated as officers with titles, including, but not limited to, "Senior Managing Director", "Managing Director", "President", "Senior Vice President", "Executive Vice President", "Vice President", "Secretary", "Treasurer", "Assistant Secretary", "Assistant Treasurer", "Director", and "Manager", as and to the extent authorized by the Members and with such powers as authorized by the Members (each, an "Officer"). The Officers of the Company as of the date of this Agreement shall be as set forth on Schedule B attached hereto. The Officers of the Company may be amended from time to time by the consent of the Members.

8. Dissolution.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following:

(i) the written consent of the Members;

(ii) the time at which there are no Members, unless the Company is continued in accordance with the Act; provided that the Company shall not be dissolved and shall not be required to be wound up if a Member is admitted to the Company, in the manner provided herein, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member (the "Terminating Event"), within ninety (90) days after the occurrence of the Terminating Event, pursuant to Section 8(b) hereof; or

(iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) Notwithstanding anything in Section 15 to the contrary, a person or entity appointed by the personal representative of the Member that had been the last remaining Member (the "New Member") may be admitted to the Company as a member of the Company after there is no longer a remaining Member of the Company, and such New Member shall be so admitted if such New Member shall execute an instrument in writing, either before or after the Terminating Event, stating that such New Member shall be so admitted effective immediately prior to the Terminating Event, and such New Member agrees in writing to become a party to, and bound by, this Agreement, as amended, supplemented or otherwise modified.

9. Liquidation. Upon dissolution pursuant to Section 8, the Company's business and assets shall be liquidated in an orderly manner. The Members or their designee shall be the liquidating trustees (the "Liquidator") to wind up the affairs of the Company. In performing its duties, the Liquidator is authorized to sell, distribute, exchange or otherwise dispose of Company [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

12. Distributions. Subject to the Act and other applicable law, distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members.

13. Assignments. A Member may sell, assign, encumber or otherwise transfer in whole or in part its limited liability company interest at any time to any person or entity without the consent of any other person or entity. If a Member transfers some or all of its limited liability company interest in the Company, the transferee shall be admitted to the Company as a member of the Company and shall succeed to the transferring Member's limited liability company interests as set forth on the books and records of the Company, upon such transferee's execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, as this Agreement may be amended or restated, which instrument may be a counterpart signature page to this Agreement or a restatement thereof. If a Member transfers all of its limited liability company interests in the Company, the admission of the subject transferee shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to a Member by merger or consolidation shall, without further act, be a Member hereunder without any action by any person or entity, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

14. Resignation. A Member may resign from the Company without obtaining the prior consent of the other Members.

15. Admission of Additional Members. Except as provided in Section 8(b), one or more additional members of the Company may be admitted to the Company with the unanimous consent of the Members.

16. Liability of Members. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

17. Indemnification. The Company (the "Indemnitor") shall indemnify and hold harmless the Members, their affiliates and subsidiaries, and all officers, directors, partners, employees, and agents of any of the foregoing (each, an "Indemnitee") to the full extent permitted by law from and against any and all losses, claims, demands, costs, damages, liabilities, joint and several, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved as a party or otherwise, arising from, or in connection with, the performance of any action by such Indemnitee for, on behalf of, or otherwise in connection with, the Company.

18. Amendments; Entire Agreement. This Agreement may be amended only by written instrument executed by all of the Members. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

19. Benefits of Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of any Member.

20. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

22. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

MEMBER
DB SUNSHINE HOLDCO, LLC
a Delaware limited liability company

By: Thomas Morton
Name: Thomas Morton
Title: President

Schedule A

Members

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Schedule B

Officers

Name	**Office**
Rob Roy	Chief Executive Officer
Thomas Morton	President
Gabe Nacht	Chief Financial Officer

LIMITED LIABILITY COMPANY AGREEMENT
OF
DB SUNSHINE MEZZ A, LLC

This Limited Liability Company Agreement (this "Agreement") of DB SUNSHINE MEZZ A, LLC, a Delaware limited liability company, is entered into as of August 23, 2022, by DB SUNSHINE MEZZ B, LLC, as the sole equity member (the "Current Member") (together with each other entity or person admitted to the Company in accordance with the terms of this Agreement, until such time as such entity or person ceases to be a member of the Company, individually, a "Member" and collectively, the "Members").

W I T N E S S E T H:

The Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is DB SUNSHINE MEZZ A, LLC (the "Company"). The Certificate of Formation of the Company has been executed, delivered and filed with the office of the Secretary of State of the State of Delaware by an "authorized person" of the Company within the meaning of the Act.

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808.

4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808.

5. Member. The name, address and limited liability company interests of each Member is set forth on Schedule A attached hereto, as may be amended. The limited liability company interests, as such interest may be adjusted from time to time, shall be set forth in the books and records of the Company.

6. Powers. The business and affairs of the Company shall be managed by the Members. The Members shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Delaware. An "authorized person" within the meaning of the Act, has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, his or her powers as an

“authorized person” ceased, and each Member and each officer of the Company with a title of Senior Managing Director, Managing Director, President, Senior Vice President, Executive Vice President, Vice President, Secretary, Treasurer, Assistant Secretary, Assistant Treasurer, Chief Accounting Officer, Director or Manager (each a “Designated Officer”) thereupon became a designated “authorized person” and hereby continues as a designated “authorized person” within the meaning of the Act. Any Member or any Designated Officer, as an authorized person, within the meaning of the Act, shall execute, deliver and file, or cause the execution, delivery and filing of, all certificates (and any amendments and/or restatements thereof) required or permitted by the Act to be filed with the Secretary of State of the State of Delaware. Any Member or any Designated Officer shall execute, deliver and file, or cause the execution, delivery and filing of any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

7. Officers. The Company may employ and retain persons as may be necessary or appropriate for the conduct of the Company’s business, including employees and agents who may be designated as officers with titles, including, but not limited to, “Senior Managing Director”, “Managing Director”, “President”, “Senior Vice President”, “Executive Vice President”, “Vice President”, “Secretary”, “Treasurer”, “Assistant Secretary”, “Assistant Treasurer”, “Director”, and “Manager”, as and to the extent authorized by the Members and with such powers as authorized by the Members (each, an “Officer”). The Officers of the Company as of the date of this Agreement shall be as set forth on Schedule B attached hereto. The Officers of the Company may be amended from time to time by the consent of the Members.

8. Dissolution.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following:

(i) the written consent of the Members;

(ii) the time at which there are no Members, unless the Company is continued in accordance with the Act; provided that the Company shall not be dissolved and shall not be required to be wound up if a Member is admitted to the Company, in the manner provided herein, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member (the “Terminating Event”), within ninety (90) days after the occurrence of the Terminating Event, pursuant to Section 8(b) hereof; or

(iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) Notwithstanding anything in Section 15 to the contrary, a person or entity appointed by the personal representative of the Member that had been the last remaining Member (the “New Member”) may be admitted to the Company as a member of the Company after there is no longer a remaining Member of the Company, and such New Member shall be so admitted if such New Member shall execute an instrument in writing, either before or after the Terminating Event, stating that such New Member shall be so admitted effective immediately prior to the Terminating Event, and such New Member agrees in writing to become a party to, and bound by, this Agreement, as amended, supplemented or otherwise modified.

9. Liquidation. Upon dissolution pursuant to Section 8, the Company's business and assets shall be liquidated in an orderly manner. The Members or their designee shall be the liquidating trustees (the "Liquidator") to wind up the affairs of the Company. In performing its duties, the Liquidator is authorized to sell, distribute, exchange or otherwise dispose of Company assets in any manner that the Liquidator shall determine, subject to the Act and Section 12 below.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

13. Assignments. A Member may sell, assign, encumber or otherwise transfer in whole or in part its limited liability company interest at any time to any person or entity without the consent of any other person or entity. If a Member transfers some or all of its limited liability company interest in the Company, the transferee shall be admitted to the Company as a member of the Company and shall succeed to the transferring Member's limited liability company interests as set forth on the books and records of the Company, upon such transferee's execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, as this Agreement may be amended or restated, which instrument may be a counterpart signature page to this Agreement or a restatement thereof. If a Member transfers all of its limited liability company interests in the Company, the admission of the subject transferee shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to a Member by merger or consolidation shall, without further act, be a Member hereunder without any action by any person or entity, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

14. Resignation. A Member may resign from the Company without obtaining the prior consent of the other Members.

15. Admission of Additional Members. Except as provided in Section 8(b), one or more additional members of the Company may be admitted to the Company with the unanimous consent of the Members.

16. Liability of Members. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

17. Indemnification. The Company (the "Indemnitor") shall indemnify and hold harmless the Members, their affiliates and subsidiaries, and all officers, directors, partners, employees, and agents of any of the foregoing (each, an "Indemnitee") to the full extent permitted by law from and against any and all losses, claims, demands, costs, damages, liabilities, joint and several, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved as a party or otherwise, arising from, or in connection with, the performance of any action by such Indemnitee for, on behalf of, or otherwise in connection with, the Company.

18. Amendments; Entire Agreement. This Agreement may be amended only by written instrument executed by all of the Members. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

19. Benefits of Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of any Member.

20. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

22. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

MEMBER
DB SUNSHINE MEZZ B, LLC
a Delaware limited liability company

By: Thomas Morton
Name: Thomas Morton
Title: President

[Signature Page to Limited Liability Company Agreement]

Schedule A

Members

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Schedule B

Officers

Name	**Office**
Rob Roy	Chief Executive Officer
Thomas Morton	President
Gabe Nacht	Chief Financial Officer

FULLY AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF WAMPUM I LLC

This Amended and Restated Limited Liability Company Agreement (this "***Agreement***") of Wampum I LLC, a Delaware limited liability company, dated as of October 17, 2025, is entered into by Big Beaver I LLC, a Delaware limited liability company, as member (the "***Member***").

WHEREAS, the Company was formed as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. §§ 18-101 et seq.), as amended from time to time (the "***Act***"), by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on August 8, 2025, and entering into that certain Company Agreement of the Company, effective as of August 8, 2025 (the "***Original LLC Agreement***"), by Provident Realty Capital X, LLC, a Texas limited liability company, as sole member (the "***Original Member***");

WHEREAS, the Original LLC Agreement contained scrivener's errors in references to the Company as a partnership, and it is now agreed that such references shall have no further force or effect;

WHEREAS, the Original Member assigned its entire limited liability company interest in the Company pursuant to that certain Assignment of Membership Interest, dated as of October 17, 2025 (the "***Assignment***"), by and between the Original Member and the Member;

WHEREAS, the Member, as the sole equity member, desires to continue the Company as a limited liability company under the Act and to amend and restate the Original LLC Agreement in its entirety by this Agreement.

NOW, THEREFORE BE IT RESOLVED, that in consideration of the agreements and obligations hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Member, by execution of this Agreement, hereby continues the Company as a limited liability company, without dissolution, in accordance with the Act and the Original LLC Agreement and the Member hereby agrees to amend and fully restate the Original LLC Agreement as follows:

1. Name. The name of the limited liability company continued hereby is Wampum I LLC (the "***Company***").

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Capitol Services, Inc., 108 Lakeland Ave., in the City of Dover, County of Kent, Delaware 19901.

4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are Capitol Services, Inc., 108 Lakeland Ave., in the City of Dover, County of Kent, Delaware 19901.

5. Member. The name and the mailing address of the Member is as follows:

Big Beaver I LLC
c/o Provident Realty Advisors, Inc.
10210 N. Central Expy, Suite 300
Dallas, Texas 75231

The Original Member was admitted to the Company as a member of the Company at the time of the filing of the initial certificate of formation of the Company with the Office of the Secretary of State of the State of Delaware on August 8, 2025 (the "***Certificate of Formation***"). The Member was admitted to the Company as a member of the Company upon its execution of a counterpart signature page to the Assignment.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Delaware. Notwithstanding any other provision of this Agreement, the Member is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person. William Cherry was designated as an "authorized person" within the meaning of the Act, and executed, delivered, and filed the Certificate of Formation with the Office of Secretary of State of the State of Delaware (the "***Secretary of State***"). Upon the filing of the Certificate of Formation, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" within the meaning of the Act. The Member shall execute, deliver, and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member; (b) any time there are no members of the Company unless the Company is continued in accordance with the Act; or (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

[redacted]

[redacted]

12. Assignments. The Member may assign in whole or in part its limited liability company interest. Subject to Section 14, the transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. If the Member transfers all of its limited liability company interest in the Company pursuant to this Section 12, such admission shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to the Member by merger or consolidation shall, without further act, be the Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

13. Resignation. The Member may not resign from the Company.

14. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the consent of the Member.

15. Liability of Member. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent required by the Act.

16. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

17. Certificated Limited Liability Company Interests.

(a) Each limited liability company interest in the Company shall constitute a "security" within the meaning of, and be governed by, (i) Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware, and (ii) Article 8 of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995 and the Company hereby "opts-in" to such provisions for the purpose of the Uniform Commercial Code.

(b) The Company shall maintain books for the purpose of registering the transfer of limited liability company interests of the Company. Notwithstanding anything in this Agreement to the contrary, the transfer of any limited liability company interest in the Company requires delivery of an endorsed Certificate and any transfer of limited liability company interests in the Company shall not be deemed effective until the transfer is registered in the books and records of the Company.

(c) Each limited liability company interest in the Company shall be represented by a certificate in the form attached hereto as Schedule II (a "***Certificate***"), and shall contain the following legend: "THE TRANSFER OF THIS CERTIFICATE AND THE LIMITED LIABILITY COMPANY INTEREST REPRESENTED HEREBY IS RESTRICTED AS DESCRIBED IN THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, DATED AS OF THE DATE OF THIS AGREEMENT, AS THE SAME MAY BE AMENDED OR AMENDED AND RESTATED FROM TIME TO TIME."

(d) Notwithstanding any provision of this Agreement to the contrary, to the extent any provision of this Agreement is inconsistent with any non-waivable provision of Article 8 of the Uniform Commercial Code as in effect in the State of Delaware, the provisions of Article 8 of the Uniform Commercial Code as in effect in the State of Delaware shall control.

(e) THE TRANSFER OF THE LIMITED LIABILITY COMPANY INTERESTS IN THE COMPANY DESCRIBED IN THIS AGREEMENT ARE RESTRICTED AS PROVIDED HEREIN.

[Remainder of page intentionally left blank - signature page follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first written above.

MEMBER:

Big Beaver I LLC,
a Delaware limited liability company

By: ______________________
Name: Julian Hawes, Jr.
Title: Vice President

[redacted]

SCHEDULE II

CERTIFICATE FOR
WAMPUM I LLC

Certificate Number 1 | 100% outstanding limited liability company interests

Wampum I LLC, a Delaware limited liability company (the "***Company***"), hereby certifies that Big Beaver I LLC, a Delaware limited liability company (the "***Holder***") is the registered owner of 100% of the limited liability company interest in the Company (the "***Interests***"). THE RIGHTS, POWERS, PREFERENCES, RESTRICTIONS (INCLUDING TRANSFER RESTRICTIONS) AND LIMITATIONS OF THE INTERESTS ARE SET FORTH IN, AND THIS CERTIFICATE AND THE INTERESTS REPRESENTED HEREBY ARE ISSUED AND SHALL IN ALL RESPECTS BE SUBJECT TO THE TERMS AND PROVISIONS OF THE FULLY AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF THE COMPANY, DATED AS OF DECEMBER ___, 2025, AS THE SAME MAY BE AMENDED OR AMENDED AND RESTATED FROM TIME TO TIME (THE "***AGREEMENT***"). THE TRANSFER OF THIS CERTIFICATE AND THE INTERESTS REPRESENTED HEREBY IS RESTRICTED AS DESCRIBED IN THE AGREEMENT. By acceptance of this Certificate, and as a condition to being entitled to any rights and/or benefits with respect to the Interests evidenced hereby, the Holder is deemed to have agreed to comply with and be bound by all of the terms and conditions of the Agreement. The Company will furnish a copy of the Agreement to the Holder without charge upon written request to the Company at its principal place of business. The Company maintains books for the purpose or registering the transfer of Interests.

Each limited liability company interest in the Company shall constitute a "security" within the meaning of, and governed by, (i) Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware, and (ii) Article 8 of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioner on Uniform State Laws and approved by the American Bar Association on February 14, 1995.

This Certificate shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the Company has caused this Certificate to be executed as of the date set forth below.

Wampum I LLC,
a Delaware limited liability company

Dated: October 17, 2025

By: ______________________________
Name: ______________________________
Title: ______________________________

REVERSE SIDE OF CERTIFICATE
REPRESENTED INTERESTS OF
WAMPUM I LLC

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto ______________________ [print or typewrite the name of the transferee], ________________ [insert Social Security Number or other taxpayer identification number of transferee], the following specified percentage of Interests: ______________________ [identify percentage of Interests being transferred], and irrevocably constitutes and appoints ________________ as attorney-in-fact to transfer the same on the books and records of the Company, with full power of substitution in the premises.

Dated: ______________

Big Beaver I LLC,
a Delaware limited liability company

By: ______________________
Name: ______________________
Title: ______________________

APPLICATION FOR TRANSFER OF INTERESTS

The undersigned applicant (the "Applicant") hereby (a) applies for a transfer of the percentage of limited liability company interests in the Company described above (the "Transfer") and applies to be admitted to the Company as a substitute member of the Company, (b) agrees to comply with and be bound by all of the terms and provisions of the Agreement, (c) represents that the Transfer complies with the terms and conditions of the Agreement, (d) represents that the Transfer does not violate any applicable laws and regulations, and (e) agrees to execute and acknowledge such instruments (including, without limitation, a counterpart of the Agreement), in form and substance satisfactory to the Company, as the Company reasonably deems necessary or desirable to effect the Applicant's admission to the Company as a substitute member of the Company and to confirm the agreement of the Applicant to be bound by all the terms and provisions of the Agreement with respect to the limited liability company interests in the Company described above. Initially capitalized terms used herein and not otherwise defined herein are used as defined in the Agreement.

The Applicant directs that the foregoing Transfer and the Applicant's admission to the Company as a Substitute Member shall be effective as of __________________________.

Name of Transferee (Print)

____

Dated: ______________________ Signature: ______________________________________
(Transferee)

Address:

The Company has determined (a) that the Transfer described above is permitted by the Agreement, (b) hereby agrees to effect such Transfer and the admission of the Applicant as a substitute member of the Company effective as of the date and time directed above, and (c) agrees to record, as promptly as possible, in the books and records of the Company the admission of the Applicant as a substitute member.

Wampum I LLC,
a Delaware limited liability company

By: ______________________
Name: ______________________
Title: ______________________

ASSIGNMENT AND ASSUMPTION OF INTERESTS

This ASSIGNMENT AND ASSUMPTION OF INTERESTS (the "***Assignment***") is executed as of March 16, 2026, between BIG BEAVER I LLC, a Delaware limited liability company ("***Assignor***") and DB SUNSHINE MEZZ A LLC, a Delaware limited liability company ("***Assignee***"), and consented and agreed to by WAMPUM I LLC, a Delaware limited liability company (the "***LLC***").

WHEREAS, the LLC has been formed as a limited liability company under the laws of the State of Delaware pursuant to a Certificate of Formation of the Company, as filed in the office of the Secretary of State of the State of Delaware on August 8, 2025;

WHEREAS, the LLC is governed by that certain Fully Amended and Restated Limited Liability Company Agreement dated as of October 17, 2025, as (as now and heretofore in effect from time to time, the "***Operating Agreement***");

WHEREAS, Assignor is the sole member of the LLC and owns 100% of the limited liability company interests in the LLC (the "***LLC Membership Interest***") pursuant to the Operating Agreement;

WHEREAS, Assignor and Assignee are parties to the that certain Membership Interest Purchase and Sale Agreement dated October 28, 2025, joined by the LLC (the "***Original PSA***"), which Original PSA has been amended pursuant to that certain First Amendment to Membership Interest Purchase and Sale Agreement dated December 23, 2025, that certain Second Amendment to Membership Interest Purchase and Sale Agreement dated January 20, 2026, that certain Third Amendment to Membership Interest Purchase and Sale Agreement dated February 10, 2026, and that certain Fourth Amendment to Membership Interest Purchase and Sale Agreement dated February 26, 2026 (the Original PSA, as so amended, the "***PSA***");

WHEREAS, Pursuant to the PSA, Assignor has agreed to transfer and convey all of its right, title and interest in and to the LLC Membership Interest to Assignee, and to resign from the LLC as a member of the LLC;

WHEREAS, Pursuant to the PSA, Assignee has agreed to acquire the LLC Membership Interest, and to be admitted to the LLC as a substitute member of the LLC;

WHEREAS, Pursuant to the PSA, the LLC has agreed to consent to the foregoing; and

WHEREAS, to accomplish the foregoing, the undersigned desire to amend the Operating Agreement and continue the Company in the manner set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Assignment of LLC Membership Interest. Notwithstanding any provision in the Operating Agreement to the contrary, for good and valuable consideration, upon the execution of this Assignment by the parties hereto, Assignor does hereby sell, transfer, assign and convey

to Assignee the LLC Membership Interest, including without limitation all of Assignor's right, title and interest in the LLC and all distributions made in respect to the LLC Membership Interest on or after the effective date of this Assignment, together with all authority and powers granted to and reserved to the member of the LLC under the Operating Agreement and under the laws of the State of Delaware. Concurrently with the execution and delivery of this Assignment, Assignor has tendered physical possession and delivery of the fully endorsed Certificate Number 1, for 100% of the outstanding limited liability company interests (the "***LLC Interest Certificate***"), to Assignee.

2. Acceptance of Assignment. Assignee hereby accepts the assignment of the LLC Membership Interest from Assignor and takes physical possession of the LLC Interest Certificate. Without limitation, Assignee hereby agrees to be bound by the terms of the Operating Agreement and assumes and agrees to pay and discharge when and as due all liabilities, obligations and responsibilities of Assignor to the LLC allocable to the LLC Membership Interest.

3. Admission. Notwithstanding any provision in the Operating Agreement to the contrary, contemporaneously with the assignment herein described, Assignee shall be admitted to the LLC as a substitute member of the LLC. In connection with such admission, Assignee shall present the LLC Interest Certificate to the LLC and the LLC shall thereafter register such transfer in the books and records of the LLC pursuant to the terms of the Operating Agreement.

4. Resignation. Notwithstanding any provision in the Operating Agreement to the contrary, immediately following the admission of Assignee as a substitute member of the LLC, Assignor shall and does hereby resign from the LLC as a member of the LLC, and shall thereupon cease to be a member of the LLC, and shall thereupon cease to have or exercise any right or power as a member of the LLC.

5. Continuation of the LLC. The parties hereto agree that the assignment of the LLC Membership Interest, the admission of Assignee as a substitute member of the LLC and the resignation of Assignor as a member of the LLC shall not dissolve the LLC.

6. Future Cooperation; Survival. Assignor and Assignee agree to cooperate at all times from and after the date hereof with respect to the matters described herein and, without limiting the generality of the foregoing, to execute and deliver such further agreements, documents and instruments (including, but not limited to, deeds, bills of sale, assignments, assumptions, releases, notifications and amendments of the Operating Agreement) as may be reasonably requested for the purpose of giving effect to, evidencing or giving notice of the transactions evidenced by this Assignment. The covenants and agreements set forth in this Assignment shall survive the execution and delivery hereof and the closing of the transactions evidenced hereby.

7. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

8. Governing Law. This Assignment shall be governed by the laws of the State of Delaware, without giving effect to principles of conflict of laws.

9. Severability. If any provision of this Assignment is held to be invalid, illegal or unenforceable, this Assignment shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed invalid, illegal, or unenforceable, and in all other respects this Assignment shall remain in full force and effect. Upon determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

10. Counterparts; Facsimile Signature. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, and the counterparts taken together shall constitute a single instrument. Each of the parties to this Assignment agrees that a signature affixed to a counterpart of this Assignment and delivered by facsimile by any person is intended to be its, his or her signature and shall be valid, binding and enforceable against such person.

[redacted]

c. Assignee has received a copy of the Operating Agreement, has examined or caused same to be examined by Assignee's counsel (or has elected not to do so), and is sufficiently familiar with the Operating Agreement, the Company and the LLC Membership Interest so that no additional information is required in order for Assignee to execute and deliver this Assignment.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

<u>ASSIGNOR</u>:

BIG BEAVER I LLC,
a Delaware limited liability company

By: ______________________________
Julian Hawes, Jr., Vice President

ASSIGNEE:

DB SUNSHINE MEZZ A LLC,
a Delaware limited liability company

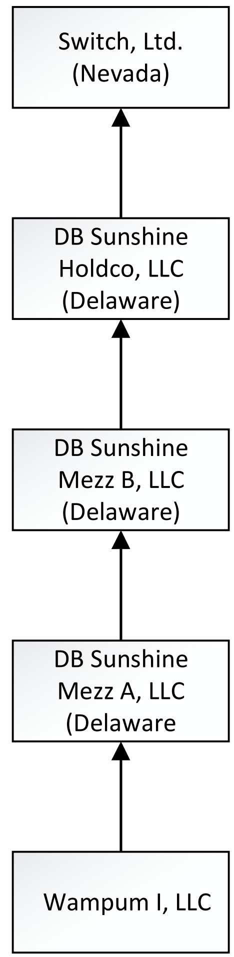
By: ______________________
Name: Madonna Park
Title: Authorized Signer

Legal: RS

CONSENTED AND AGREED TO BY:

WAMPUM I LLC,
a Delaware limited liability company

By: ______________________
Julian Hawes, Jr., Vice President



Note: For illustrative purposes, some wholly-owned entities are not represented. All entities are owned 100% unless otherwise stated.