

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

BAD MUTHA LLC

This Amended and Restated Liability Company Agreement (this “LLC Agreement”) of Bad Mutha LLC, a Delaware limited liability company (the “Company”), is entered into as of December 14, 2022, by Robert F. Smith Revocable Trust, as the sole member of the Company (the “Member”).

RECITALS

WHEREAS, the Company was formed on December 9, 2022, bearing the name Big Mutha LLC, as a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.), as amended from time to time (the “Act”);

WHEREAS, the Member entered into the Limited Liability Company Agreement of the Company, dated as of December 9, 2022 (the “Prior LLC Agreement”);

WHEREAS, on the date hereof, an Amended and Restated Certificate of Formation of the Company was filed with the Secretary of State of the State of Delaware to change the name of the Company to Bad Mutha LLC; and

WHEREAS, the Member now desires to amend and restate the Prior LLC Agreement and enter into this LLC Agreement, pursuant to which the rights and obligations of the Member and certain other constituencies of the Company shall be set forth and agreed upon as of the date hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby established, the Member hereby agrees as follows:

AGREEMENT

1. **Formation.** The Company has been organized as a Delaware limited liability company by the filing of a Certificate of Formation (the “Certificate”) under and pursuant to the Act.

2. **Name.** The name of the Company is “Bad Mutha LLC”.

3. **Registered Office; Registered Agent; Principal Office; Other Offices.** The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the registered office set forth in the Certificate or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Manager may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Manager may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain records there.

4. **Purposes.** The purposes of the Company are to engage in any business or activity that is not prohibited by the Act.

5. **Term.** The existence of the Company commenced on the date the Certificate was filed with the office of the Secretary of State of the State of Delaware and shall continue until the Company is dissolved pursuant to Section 12 of this LLC Agreement.

6. **Member.** The name and the mailing address of the Member are identified on Exhibit A attached hereto.

7. **Liability of Member.** Except as otherwise required by applicable law and as explicitly set forth in this LLC Agreement, the Member shall not have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

8. **Management.**

(a) All management powers over the business and affairs of the Company shall be exclusively vested in the manager of the Company (the "Manager"), and the Manager shall conduct, direct and exercise full control over all activities of the Company. The Manager shall be the "manager" of the Company for the purposes of the Act. The Manager may act (i) through meetings and written consents pursuant to Section 8(d) of this LLC Agreement and (ii) through any Person or Persons to whom authority and duties have been delegated pursuant to Section 8(e) of this LLC Agreement.

(b) The Manager shall be appointed by the Member. The Manager shall hold office until its successor shall be duly designated and shall qualify or until its death or until it shall resign or shall have been removed in the manner hereinafter provided. The Manager need not be a member or a resident of the State of Delaware. The Manager appointed by the Member shall be HRS Estates, LLC, a Delaware limited liability company, until its successor has been duly qualified and appointed by the Member or until its earlier resignation or removal.

(c) The Manager may be removed by the Member at any time. The Manager may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Member. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

(d) Any meeting of the Manager shall be held at the principal office of the Company or at such other place as may be determined by the Manager. The actions by the Manager may be taken by vote of the Manager at a meeting or by written consent (without a meeting, without notice and without a vote) so long as such consent is signed by the Manager.

(e) The Manager may, from time to time, designate one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, a member or the Manager. Any officers so designated shall have such authority and perform such duties as the Manager may, from time to time, delegate to them. The Manager may assign titles to particular officers. Unless the Manager otherwise decides, if the title is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such officer by the Manager. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner

hereinafter provided. Any number of offices may be held by the same individual. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Manager. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the Manager whenever in the Manager's judgment the best interests of the Company shall be served thereby.

(f) The Manager may at any time and from time to time engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company the right to participate therein.

9. Indemnification; Exculpation.

(a) The Company hereby agrees to indemnify and hold harmless any person (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 person by reason of the fact that such person is or was a member of the Company, is or was serving as the Manager or officer of the Company or is or was serving at the request of the Company as an officer, director, principal, member, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise; provided that (unless the Manager otherwise consents) no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person's gross negligence, willful misconduct or knowing violation of law. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company.

(b) Notwithstanding anything contained herein to the contrary, any indemnity by the Company shall be provided out of and to the extent of Company assets only, and the Member shall have no personal liability on account thereof or shall be required to make additional capital contributions to help satisfy such indemnity of the Company.

(c) None of the Indemnified Persons shall be liable to the Member or the Company for mistakes of judgment, or for action or inaction, taken in good faith, or for losses due to such mistakes, action or inaction, or to the negligence, dishonesty, or bad faith of any employee, broker or other agent of the Company, provided that such employee, broker or agent was selected, engaged, or retained with reasonable care. Any party entitled to relief hereunder may consult with legal counsel and accountants in respect of affairs of the Company and be fully protected and justified in any reasonable action or inaction that is taken in good faith in accordance with the advice or opinion of such counsel or accountants, provided that they shall have been selected with reasonable care. Notwithstanding any of the foregoing to the contrary, the provisions of this paragraph shall not be construed so as to relieve (or attempt to relieve) any person of any liability (i) for conduct which is grossly negligent, reckless, or intentionally wrongful or criminally unlawful, provided that such person had no reasonable cause to believe that his or its conduct was unlawful, or (ii) to the extent (but only to the extent) that such liability may not be waived, modified, or limited under applicable law.

(d) The right to indemnification and the advancement and payment of expenses conferred in this Section 9 shall not be exclusive of any other right which an Indemnified Person may have or hereafter acquire under any law (common or statutory), agreement, vote of the Manager or otherwise..

10. Certificates. The membership interest of the Member as provided on Exhibit A, shall be uncertificated unless otherwise determined by the Manager.

11. Distributions. Distributions shall be made at the time and in the aggregate amounts determined by the Manager.

12. 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; or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

13. Additional Contributions. The Member is not required to make any additional capital contribution to the Company.

14. Assignments. The Member may assign in whole or in part its membership interest.

15. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Manager.

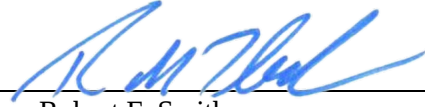
16. Governing Law. This LLC Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

* * * * *

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

MEMBER:

ROBERT F. SMITH REVOCABLE TRUST

By: 

Name: Robert F. Smith

Its: Trustee

Exhibit A

Member

<u>Member</u>	<u>Percentage Ownership</u>
Robert F. Smith Revocable Trust 4 Humboldt Lane Austin, TX 78746	100%