

Agreements

There are no agreements to effectuate the assignment of the membership interests of Gregory G. Kelly and the Jon S. Kelly Administrative Trust in J.S. Kelly, LLC to G.G. Kelly, LLC.

Applicants, however, are providing a copy of the Second Amendment to the Limited Liability Company Agreement of G.G. Kelly, LLC, attached hereto, which evidences the “Springing Member” interest of Shawn L. Delvin in G.G. Kelly, LLC.

**SECOND AMENDMENT TO
LIMITED LIABILITY COMPANY AGREEMENT OF
G.G. KELLY, LLC**

This Second Amendment to the Limited Liability Company Agreement of G.G. Kelly, LLC (the "Company") is effective as of January 1, 2021, by Gregory G. Kelly, as Managing Member (sometimes referred to as the "Managing Member" or the "Member") with reference to the following:

RECITALS

- A. Gregory G. Kelly is the sole Member of the Company;
- B. The Member desires to amend the Limited Liability Company Agreement of the G.G. Kelly, LLC (the "Operating Agreement") as provided herein.

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Member agrees as follows:

- 1. Paragraph 2.(e) is amended to read as follows:

"2.(e) Appointment of Managing Member. Gregory G. Kelly is appointed the Managing Member of the Company. In the event Gregory G. Kelly is unable, unwilling or for any reason ceases to act as the Managing Member the Springing Member shall act as Managing Member as provided in paragraph 2.(f)"

- 2. Paragraph 2.(f) is added to the Operating Agreement as follows:


"2.(f) Appointment of Springing Member. The Member shall cause the Company to have, at all times, at least one (1) person who shall automatically become a member having a zero percent (0%) economic interest in the Company (a "Springing Member") simultaneously upon the occurrence of any event which would cause the Managing Member of the Company to cease to be the Managing Member of the Company (a "Springing Event"). Upon the occurrence of the Springing Event, the Company shall be continued without dissolution and the designated Springing Member shall, without any action of any person or entity, automatically become a Member of the Company having a zero percent (0%) economic interest in the Company and the personal representative(s) of the Member shall automatically become an unadmitted assignee of the Member, being entitled thereby only to the distributions to which the Member was entitled hereunder and any other right conferred thereupon by California law. A Springing Member shall not be required to make any capital contributions to the Company and shall not receive any limited liability company interest in the Company. Prior to his, her or its admission to the Company as a Member of the Company pursuant to this Section 2.(f), a Springing Member shall have no interest (economic or otherwise) and is not a Member of the Company. The initial Springing Member shall be Shawn L. Devlin. In order to implement the admission of Shawn L. Devlin as the initial Springing Member, Shawn L. Devlin has executed the requisite counterpart to this Operating Agreement provided, however, that the initial

Springing Member shall not be admitted as a member of the Company until a Springing Event shall have occurred. Upon the death, resignation, dissolution or other event that causes a Springing Member to be unable to fulfill his, her or its obligations under this Agreement, or upon the appointment of a new Springing Member, said new Springing Member shall sign a counterpart to this Operating Agreement acknowledging such an appointment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of January 1, 2021.



Gregory A. Kemp, Managing Member/Member



Shawn L. Devlin, Springing Member