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Operating Agreement of BAU Farm Intelligence LLC

A North Carolina Limited Liability Company

Effective Date: __________, 20__

This Operating Agreement (the "Agreement") is entered into and shall be effective as of the date set forth above by and among the undersigned member(s) of **BAU Farm Intelligence LLC**, a limited liability company organized under the laws of the State of North Carolina (the "Company"). This Agreement governs the affairs of the Company and the conduct of its business, and is binding on the Company and its member(s) and successors.

Article I — Formation

1.1 Formation. The Company was formed as a North Carolina limited liability company by the filing of Articles of Organization with the North Carolina Secretary of State pursuant to Chapter 57D of the North Carolina General Statutes (the "Act").

1.2 Name. The name of the Company is **BAU Farm Intelligence LLC**. The Company may do business under such trade names or assumed names as the Member(s) may adopt from time to time.

1.3 Principal Office. The Company's principal office is located in the State of North Carolina at the address of record with the North Carolina Secretary of State, and may be changed from time to time by action of the Member(s).

1.4 Registered Agent. The registered agent and registered office of the Company shall be as designated in the Articles of Organization, as amended from time to time.

1.5 Term. The Company commenced on the date its Articles of Organization became effective and shall continue perpetually unless dissolved as provided in this Agreement or by law.

1.6 Separate Legal Existence. The Company is a legal entity separate and distinct from its Member(s), any affiliated entities, and any other business enterprise. The Member(s) shall maintain the Company's separate legal existence, separate books and records, separate bank accounts, separate tax identification number, and separate financial statements. The Company shall not commingle its assets, liabilities, contracts, or business with those of any other person or entity.

Article II — Purpose and Powers

2.1 Purpose. The Company is organized to develop, market, license, sell, and support software, data, decision-support tools, and related professional services in the agricultural technology sector, and to engage in any and all lawful acts or activities for which a limited liability company may be organized under the Act.

2.2 Powers. The Company shall have and may exercise all powers granted to a limited liability company under the Act, including without limitation the power to enter into contracts, acquire and hold property, borrow money, sue and be sued, and take any other action necessary or convenient to carry out its purposes.

Article III — Members and Capital

3.1 Initial Member(s). The name(s), address(es), and initial capital contribution(s) and percentage interest(s) of the initial Member(s) are set forth on **Schedule A**, attached hereto and incorporated by reference.

3.2 Capital Contributions. Each Member has contributed, or shall contribute, the cash, property, or services set forth opposite that Member's name on Schedule A. No Member shall be required to make additional capital contributions except as unanimously agreed by the Member(s) in writing.

3.3 Capital Accounts. A separate capital account shall be maintained for each Member in accordance with the capital accounting rules of Treasury Regulation § 1.704-1(b)(2)(iv).

3.4 No Interest on Contributions. No Member shall receive interest on the Member's capital contribution or capital account.

3.5 No Withdrawal of Capital. No Member shall have the right to withdraw, or receive a return of, any capital contribution except as expressly provided in this Agreement.

3.6 Admission of New Members. Additional persons or entities may be admitted as Members only with the written consent of all existing Members, on terms set forth in a written admission agreement executed by the Company and the incoming Member.

Article IV — Allocations and Distributions

4.1 Allocations. Except as otherwise required by the Internal Revenue Code and Treasury Regulations, all items of Company income, gain, loss, deduction, and credit shall be allocated among the Members in proportion to their respective Percentage Interests as set forth on Schedule A.

4.2 Distributions. Distributions of available cash, if any, shall be made to the Members at such times and in such amounts as the Member(s) shall determine, and shall be allocated among the Members in proportion to their respective Percentage Interests.

4.3 Tax Distributions. To the extent the Company has available cash, the Company may distribute to each Member an amount sufficient to cover that Member's estimated federal, state, and local income tax liability attributable to the Member's allocable share of Company income.

4.4 Tax Classification. The Company intends to be treated for U.S. federal income tax purposes as (check one on Schedule A): (a) a disregarded entity if it has a single Member, or (b) a partnership if it has two or more Members, unless and until it elects to be treated otherwise.

Article V — Management

5.1 Management by Member(s). The Company shall be **member-managed**. Except as otherwise expressly provided in this Agreement, the Member(s) shall have full, exclusive, and complete authority and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all acts or activities customary or incident to the management of the Company's business.

5.2 Sole Member Authority. If the Company has a single Member, that Member shall have full and exclusive authority to act on behalf of the Company, including the power to execute contracts, open and close bank accounts, hire and terminate personnel and contractors, borrow money and grant security interests, acquire and dispose of property, and take any other action on behalf of the Company.

5.3 Actions Requiring Member Approval. If the Company has more than one Member, the following actions shall require the affirmative written consent of Members holding a majority of Percentage Interests, unless the Members agree in writing to a higher threshold:

(a) sale, exchange, lease, or other disposition of all or substantially all of the Company's assets;

(b) merger, conversion, domestication, or other reorganization of the Company;

(c) admission of a new Member or issuance of any new membership interest;

(d) incurrence of indebtedness in excess of amounts approved in the annual budget;

(e) amendment of this Agreement or the Articles of Organization;

(f) dissolution of the Company.

5.4 Officers. The Member(s) may, but are not required to, appoint one or more officers of the Company, including a President, Chief Executive Officer, Chief Financial Officer, Secretary, or such other officers as the Member(s) may determine. Officers shall serve at the pleasure of the Member(s) and shall have such duties and authority as the Member(s) may delegate in writing.

5.5 Reliance by Third Parties. Any person dealing with the Company may rely, without further inquiry, on the authority of any Member (or, if applicable, any officer designated in writing) to bind the Company.

Article VI — Books, Records, and Reports

6.1 Books and Records. The Company shall maintain complete and accurate books and records of its business and affairs at its principal office, including the records required by Section 57D-3-04 of the Act.

6.2 Fiscal Year. The fiscal year of the Company shall be the calendar year, unless otherwise required by law or determined by the Member(s).

6.3 Accounting Method. The Company's books shall be maintained on the cash or accrual basis of accounting as determined by the Member(s) and consistent with U.S. generally accepted accounting principles where practicable.

6.4 Tax Returns. The Company shall timely file all required federal, state, and local tax returns. The Member(s) shall designate a "partnership representative" under Section 6223 of the Internal Revenue Code if the Company is classified as a partnership for tax purposes.

6.5 Bank Accounts. All Company funds shall be deposited in one or more bank accounts opened in the Company's name. Company funds shall not be commingled with the funds of any Member or any other person or entity.

Article VII — Transfers of Membership Interests

7.1 Restriction on Transfer. No Member shall sell, assign, pledge, encumber, or otherwise transfer all or any part of the Member's membership interest except as expressly permitted by this Article VII or with the prior written consent of all other Members.

7.2 Permitted Transfers. A Member may transfer all or a portion of the Member's economic interest to a trust or entity wholly owned or controlled by that Member for estate-planning purposes without the consent of other Members, provided that the transferee agrees in writing to be bound by this Agreement.

7.3 Right of First Refusal. Before a Member may transfer all or any part of the Member's interest to a third party, the transferring Member shall first offer the interest to the Company and then to the other Members on the same terms proposed by the third party. The Company and the other Members shall have 30 days to accept or decline the offer.

7.4 Effect of Non-Complying Transfer. Any purported transfer in violation of this Article VII shall be null and void.

Article VIII — Dissociation and Dissolution

8.1 Events of Dissociation. A Member shall be dissociated from the Company upon the occurrence of any event described in Section 57D-3-02 of the Act, including voluntary withdrawal (subject to any damages the Company may recover for a wrongful withdrawal), death, or dissolution of the Member.

8.2 Effect of Dissociation. A dissociated Member ceases to have management rights but retains an economic interest, which the Company may purchase at fair market value determined in good faith by the remaining Member(s) or by an independent appraiser mutually selected by the parties.

8.3 Dissolution. The Company shall be dissolved upon the first of the following to occur:

(a) the written consent of Members holding a majority of Percentage Interests;

(b) the entry of a decree of judicial dissolution under the Act; or

(c) any other event causing dissolution under the Act that is not cured within the time permitted by the Act.

8.4 Winding Up. Upon dissolution, the Company's affairs shall be wound up, its assets liquidated, and the proceeds applied first to creditors (including Members who are creditors), then to Members in accordance with their positive capital account balances, and finally in proportion to Percentage Interests.

Article IX — Indemnification and Limitation of Liability

9.1 Limitation of Liability. No Member, manager, or officer of the Company shall be personally liable to the Company or to any other Member for monetary damages for breach of duty in that capacity, except to the extent such limitation is prohibited by the Act.

9.2 Indemnification. To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each Member, manager, and officer from and against any and all losses, claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Company's business, except to the extent arising from the indemnitee's fraud, gross negligence, or willful misconduct.

9.3 Advancement of Expenses. The Company may advance reasonable expenses incurred by an indemnitee in defending any proceeding upon receipt of an undertaking to repay such amounts if it is ultimately determined that indemnification is not permitted.

Article X — Intellectual Property and Confidentiality

10.1 Ownership of Company IP. All software, source code, data, know-how, trademarks, service marks, trade names, domain names, brand assets, customer lists, and other intellectual property developed by, for, or on behalf of the Company, or acquired by the Company, are and shall remain the sole and exclusive property of the Company.

10.2 Assignment by Members and Personnel. Each Member, employee, and contractor of the Company shall assign to the Company all right, title, and interest in any intellectual property they create within the scope of their work for the Company. The Member(s) shall cause the Company to obtain written invention-assignment and confidentiality agreements from all employees and material contractors.

10.3 Confidentiality. Each Member shall keep confidential all non-public information relating to the Company, including customer data, financial information, product roadmaps, source code, and business strategy, and shall not use such information for any purpose other than the Company's business, except as required by law.

Article XI — Class P Preferred Investor Interests

11.1 Authorization of Class P. In addition to the common membership interests held by the Member(s) ("**Class A Common Interests**"), the Company is authorized to create and issue a class of preferred membership interests designated "**Class P Preferred Investor Interests**" ("**Class P**"). Class P may be issued in one or more series, each with the rights, preferences, and terms set forth in this Article XI and in the applicable subscription, purchase, or side-letter agreement executed by the Company and the holder (each a "**Class P Holder**"). The number of Class P interests authorized, the issue price per interest (the "**Original Issue Price**"), and the closing date of each series shall be recorded on **Schedule B**.

11.2 Issuance; Amendment of Schedules. The Member(s) may issue Class P and admit Class P Holders as Members, and may amend Schedule A and Schedule B to reflect such issuance, without the consent of any other Member, provided the issuance complies with Section 11.6 (Protective Provisions) then in effect. Each Class P Holder shall execute a counterpart or joinder to this Agreement.

11.3 Liquidation Preference.

(a) *Priority.* Upon any Liquidation Event (defined below), before any distribution or payment is made to holders of Class A Common Interests, each Class P Holder shall be entitled to receive, out of the assets of the Company legally available for distribution, an amount per Class P interest equal to the greater of (i) the Original Issue Price plus all declared but unpaid distributions on such interest (the "**Preference Amount**"), or (ii) the amount such Class P Holder would receive had all Class P converted into Class A Common Interests immediately prior to the Liquidation Event.

(b) *Multiple; Participation.* Unless a different multiple or participation right is expressly set forth on Schedule B for a series, the Preference Amount shall be **one times (1.0x)** the Original Issue Price and Class P shall be **non-participating** (that is, Class P receives the greater of the Preference Amount or its as-converted share, but not both).

(c) *Insufficient Assets.* If the assets available for distribution are insufficient to pay all Class P Holders their full Preference Amounts, such assets shall be distributed ratably among the Class P Holders in proportion to their respective Preference Amounts.

(d) *Remaining Assets.* After payment in full of all Preference Amounts, the remaining assets shall be distributed to the holders of Class A Common Interests (and, for any participating series so designated on Schedule B, to Class P on an as-converted basis, subject to any participation cap stated there).

(e) *Liquidation Event.* "**Liquidation Event**" means (i) any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary;

(ii) a sale, exchange, lease, license, or other disposition of all or substantially all of the Company's assets; (iii) a merger, conversion, or consolidation in which the Members immediately prior to the transaction do not hold a majority of the voting power of the surviving entity; or (iv) any other transaction designated as a deemed liquidation on Schedule B. Class P Holders holding a majority of the outstanding Class P may elect in writing to waive treatment of any specified transaction as a Liquidation Event.

11.4 Conversion Rights.

(a) *Optional Conversion.* Each Class P interest is convertible, at the option of the holder and at any time, into Class A Common Interests at the then-applicable Conversion Rate. The initial Conversion Rate is one-to-one, subject to adjustment under Section 11.4(c).

(b) *Automatic Conversion.* Each Class P interest shall convert automatically into Class A Common Interests at the then-applicable Conversion Rate upon the earlier of (i) the written election of Class P Holders holding a majority of the outstanding Class P, or (ii) the closing of a firm-commitment underwritten public offering or a conversion of the Company into a corporation in connection with a qualified equity financing, in each case on terms and thresholds stated on Schedule B.

(c) *Adjustments.* The Conversion Rate shall be proportionately adjusted for any split, combination, recapitalization, reclassification, unit distribution, or similar change affecting the Class A Common Interests. If Schedule B provides anti-dilution protection for a series, the Conversion Rate shall be adjusted on a **broad-based weighted-average** basis upon issuance of new interests at a price per interest below the Original Issue Price, excluding customary exempted issuances (equity incentive awards approved by the Member(s), interests issued on conversion of Class P, interests issued in connection with equipment financing or commercial partnerships approved by the Member(s), and interests issued in a transaction approved under Section 11.6).

(d) *Mechanics.* No fractional interests shall be issued; fractions shall be rounded to the nearest whole interest. Upon conversion, the converting Class P interests are cancelled and the holder's capital account is carried over to the Class A Common Interests received.

11.5 Distributions.

(a) *Preferred Return.* If and to the extent a preferred return is stated for a series on Schedule B, distributions of available cash shall be made first to the Class P Holders of that series until they have received the stated return (cumulative or non-cumulative, and compounding or simple, as stated). Absent a stated return, Class P carries **no preferred return**.

(b) *Participation.* After payment of any preferred return, distributions shall be made to all Members, including Class P Holders on an as-converted basis, in proportion to their respective Percentage Interests.

(c) *Tax Distributions.* Tax distributions under Section 4.3 shall be made without regard to the priorities in this Section 11.5 and shall be treated as advances against future distributions to the receiving Member.

(d) *Allocations.* Items of income, gain, loss, and deduction shall be allocated in a manner that causes the Members' capital accounts, to the extent possible, to equal the amounts they would receive on a hypothetical liquidation in accordance with the distribution priorities of this Article XI, consistent with Treasury Regulation § 1.704-1(b).

11.6 Protective Provisions. For so long as at least the threshold amount of Class P stated on Schedule B remains outstanding, the Company shall not, and the Member(s) shall not cause the Company to, take any of the following actions without the prior written consent of Class P Holders holding a majority of the outstanding Class P (voting as a single class on an as-converted basis):

(a) amend, alter, or repeal any provision of this Agreement or the Articles of Organization in a manner that adversely affects the rights, preferences, or privileges of Class P;

(b) authorize or issue any membership interest ranking senior to, or on parity with, Class P as to liquidation, distributions, or redemption;

(c) increase or decrease the authorized number of Class P interests;

(d) effect any Liquidation Event, or any liquidation, dissolution, or winding up of the Company;

(e) redeem or repurchase any membership interest, other than repurchases from service providers at cost upon termination of service;

(f) declare or pay any distribution other than as provided in Section 11.5 and tax distributions under Section 4.3;

(g) incur indebtedness in excess of the amount stated on Schedule B, or grant a lien on all or substantially all of the Company’s assets outside the ordinary course;

(h) change the Company’s federal tax classification, or make any election that materially and disproportionately affects Class P Holders;

(i) sell, assign, exclusively license, or otherwise transfer material intellectual property of the Company outside the ordinary course of business;

(j) change the principal line of business of the Company; or

(k) increase the size of any board or manager body, or convert the Company to manager-managed governance, except as approved under Section 11.7.

11.7 Information Rights. Each Class P Holder holding at least the minimum amount stated on Schedule B shall receive, so long as it holds Class P: (a) unaudited annual financial statements within 120 days after the end of each fiscal year; (b) unaudited quarterly financial statements within 60 days after each fiscal quarter; (c) an annual budget within 30 days before the start of each fiscal year; and (d) reasonable access, on prior notice and during normal business hours, to the Company’s books, records, and management. Information rights are subject to Section 10.3 (Confidentiality) and may be conditioned on execution of a confidentiality agreement. The Company may withhold trade secrets, privileged materials, or information whose disclosure would conflict with a contractual or legal obligation.

11.8 Observer Rights. If stated on Schedule B, a Class P Holder may designate one non-voting observer entitled to notice of and attendance at meetings of the Member(s) or any board or advisory body, subject to confidentiality and to exclusion from portions of a meeting involving privileged matters or a conflict of interest.

11.9 Preemptive Rights. Each Class P Holder shall have the right, but not the obligation, to purchase its pro rata share (based on as-converted ownership) of any new membership interests the Company proposes to issue, other than exempted issuances described in Section 11.4(c). The Company shall give written notice of the proposed issuance, and each holder shall have 15 days to elect to participate. Failure to respond within that period is a waiver as to that issuance only.

11.10 Right of First Refusal and Co-Sale. Transfers by Class P Holders are subject to Article VII. In addition, if a Member holding Class A Common Interests proposes to transfer interests to a third party (other than a permitted transfer under Section 7.2), each Class P Holder may elect to participate in that sale on the same terms, on a pro rata as-converted basis (co-sale), after the Company's and the Members' rights under Section 7.3 have lapsed.

11.11 Drag-Along. If a Liquidation Event is approved by (a) Members holding a majority of the Percentage Interests and (b) Class P Holders holding a majority of the outstanding Class P, each Member and Class P Holder shall vote for, consent to, and execute reasonable documentation for the transaction, provided that no holder is required to give representations other than as to title, authority, and ownership of its own interests, and that liability is several, capped at the proceeds actually received, and escrow terms apply pro rata.

11.12 Redemption. Class P is not redeemable at the option of the holder unless a redemption right is expressly stated on Schedule B, in which case the redemption price, timing, and installment terms shall be as stated there, and any redemption shall be limited to funds legally available under the Act.

11.13 Voting. Except where a separate class vote is required by this Agreement or the Act, Class P Holders vote together with the holders of Class A Common Interests as a single class, with each Class P interest carrying the number of votes equal to the Class A Common Interests into which it is then convertible.

11.14 Most-Favored-Nation. If the Company issues a later series of Class P with terms materially more favorable in respect of liquidation preference, anti-dilution, protective provisions, or information rights, each earlier Class P Holder may elect, by written notice within 30 days after receiving notice of those terms, to have such more favorable terms apply to its interests, unless Schedule B expressly excludes that series from this Section 11.14.

11.15 Securities Law Matters. Class P interests have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and are issued in reliance on exemptions from registration. Each Class P Holder represents that it is acquiring its interests for investment and not with a view to distribution, and that it is an "accredited investor" as defined in Rule 501(a) of Regulation D unless the Company agrees otherwise in writing. Class P interests may not be transferred absent registration or an available exemption.

11.16 Conflict; Negotiated Terms. The specific economic and control terms for each series of Class P are those set forth on Schedule B and in the applicable purchase agreement. In the event of a conflict between this Article XI and Schedule B or an executed purchase agreement for a series, the Schedule B or purchase agreement terms shall control as to that series. In the event of a conflict between this Article XI and any other provision of this Agreement, this Article XI shall control with respect to Class P.

Article XII — General Provisions

12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict-of-laws principles.

12.2 Venue. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Cleveland County, North Carolina, and each Member consents to the personal jurisdiction of such courts.

12.3 Entire Agreement. This Agreement, together with the Articles of Organization, constitutes the entire agreement of the Member(s) with respect to the Company and supersedes all prior agreements and understandings, oral or written.

12.4 Amendment. This Agreement may be amended only by a written instrument signed by Members holding a majority of Percentage Interests, or, in the case of a single-member Company, by the sole Member, and, where required, with the consent of Class P Holders under Section 11.6.

12.5 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to make it enforceable and consistent with the parties' intent.

12.6 Notices. All notices under this Agreement shall be in writing and delivered by hand, overnight courier, certified mail, or email to the addresses set forth on Schedule A or Schedule B (as updated from time to time).

12.7 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures delivered by electronic means (including PDF and electronic signature platforms) shall have the same force and effect as original signatures.

12.8 No Third-Party Beneficiaries. Nothing in this Agreement is intended to, or shall, confer upon any person other than the Member(s), the Class P Holders, and the Company any legal or equitable right, benefit, or remedy.

Signature Page

IN WITNESS WHEREOF, the undersigned has executed this Operating Agreement as of the Effective Date first written above.

THE COMPANY:

BAU Farm Intelligence LLC

By: ________________________________

Name: ______________________________

Title: _____________________________

Date: ______________________________

MEMBER:

Signature: __________________________

Printed Name: _______________________

Date: ______________________________

(Add additional Member signature blocks as needed.)

Schedule A — Members, Capital Contributions, and Percentage Interests

<table>
<tr><th>Member Name</th><th>Address</th><th>Email</th><th>Capital Contribution</th><th>Percentage Interest</th></tr>
<tr><td>__________</td><td>__________</td><td>__________</td><td>$__________</td><td>______%</td></tr>
<tr><td>__________</td><td>__________</td><td>__________</td><td>$__________ | ______% | | **Total** | | | **$__________*</td><td>100%</td></tr>
</table>

Member Name	Address	Email	Capital Contribution	Percentage Interest
			*	

Federal Tax Classification (check one):

- ☐ Disregarded entity (single-member LLC)
- ☐ Partnership (multi-member LLC, default)
- ☐ S corporation (Form 2553 filed / to be filed)
- ☐ C corporation (Form 8832 filed / to be filed)

Schedule B — Class P Preferred Investor Interests

B-1. Series Terms

Term	Series P-1	Series P-2
Closing date	__________	__________
Class P interests authorized	__________	__________
Class P interests issued	__________	__________
Original Issue Price per interest	$__________	$__________
Aggregate investment	$__________	$__________
Pre-money valuation	$__________	$__________
Liquidation preference multiple	____x (default 1.0x)	____x
Participating?	[ ] No (default) [ ] Yes, cap ____x	[ ] No [ ] Yes, cap ____x
Preferred return	[ ] None (default) [ ] ____% [ ] cumulative [ ] compounding	__________
Conversion Rate (initial)	1:1	1:1
Anti-dilution	[ ] None [ ] Broad-based weighted average (default) [ ] Full ratchet	__________

Term	Series P-1	Series P-2
Automatic conversion threshold	$__________ qualified financing	__________
Protective provisions threshold (Sec. 11.6)	__________ interests outstanding	__________
Debt basket (Sec. 11.6(g))	$__________	$__________
Information rights minimum (Sec. 11.7)	$__________ invested	$__________
Observer right (Sec. 11.8)	[ ] Yes [ ] No	[ ] Yes [ ] No
Preemptive rights (Sec. 11.9)	[ ] Yes [ ] No	[ ] Yes [ ] No
Redemption (Sec. 11.12)	[ ] None (default) [ ] Yes — terms: __________	__________
MFN (Sec. 11.14) applies	[ ] Yes [ ] No	[ ] Yes [ ] No
Deemed liquidation additions (Sec. 11.3(e)(iv))	__________	__________

B-2. Class P Holders of Record

Holder Name	Address	Email	Series	Interests Held	Amount Invested	As-Converted %
__________	__________	__________	______	______	$__________	______%
__________	__________	__________	______	______	$__________ \| ______% \| \| **Total** \| \| \| \| **______** \| **$__________**	______%

B-3. Capitalization Summary (as-converted)

Class	Interests Outstanding	As-Converted %
Class A Common	__________	______%
Class P Preferred	__________	______%
Equity incentive pool (reserved)	__________	______%
Total	__________	**100%**

Schedule B may be amended by the Member(s) under Section 11.2 to record additional issuances, transfers, and conversions without amending the body of this Agreement.

Class P Holder Joinder

The undersigned, by executing this joinder, is admitted as a Member of **BAU Farm Intelligence LLC** holding Class P Preferred Investor Interests, agrees to be bound by all terms of the Operating Agreement (including Article XI and Schedule B), and makes the representations set forth in Section 11.15.

Holder Name (entity or individual): ______________________________

Signature: ______________________________________

Printed Name / Title: ___________________________

Series: __________ Interests: __________ Amount Invested: $__________

Date: ____

Address: ____

Email: ____

Accepted by the Company:

By: _____________________________________ Date: ______________

This document is a template Operating Agreement. It is not legal advice. Consult a North Carolina-licensed attorney before signing.

Signature Page — Execution by Members

By signing below, each undersigned Member of **BAU Farm Intelligence LLC**, a North Carolina limited liability company (the "Company"), acknowledges, adopts, and agrees to be bound by all terms and conditions of this Operating Agreement, including any Schedules and Exhibits attached hereto, effective as of the date first written below.

Company: BAU Farm Intelligence LLC **State of Formation:** North Carolina
Effective Date: ______________________

Member 1

Signature: _____________________________________

Printed Name: __________________________________

Title/Capacity: Member

Date: ____

Address: _______________________________________

Email: ____

Percentage Interest: ______%

Member 2

Signature: _____________________________________

Printed Name: __________________________________

Title/Capacity: Member

Date: ____

Address: _______________________________________

Email: ____

Percentage Interest: ______%

(Duplicate this block for each additional Member. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of

which together shall constitute one and the same instrument. Electronic signatures (including DocuSign, Adobe Sign, or scanned PDF signatures) shall have the same force and effect as original ink signatures.)

Acknowledgment of Receipt and Review

I, the undersigned Member of **BAU Farm Intelligence LLC**, acknowledge that:

1. I have received a complete copy of this Operating Agreement, including all Schedules and Exhibits.
2. I have had the opportunity to read this Agreement in full, to ask questions, and to seek the advice of independent legal, tax, and financial advisors of my own choosing before signing.
3. I understand that this Agreement is a binding legal contract governing my rights, obligations, and economic interests as a Member of the Company.
4. I understand my obligations regarding confidentiality, intellectual property assignment, and transfer restrictions as set forth in this Agreement.
5. I represent that I am signing this Agreement voluntarily and that the information I have provided about my capital contribution and percentage interest on Schedule A is true and accurate.

Signature: ___________________________________

Printed Name: ________________________________

Date: _______________________________________

Notary Acknowledgment (Optional)

Notarization is not required under North Carolina law to make this Operating Agreement enforceable among the Members, but Members may elect to have their signatures notarized for use with banks, lenders, investors, or other third parties.

State of North Carolina County of ______________________

On this ______ day of ____________________, 20_***, before me personally appeared*** __________________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Operating Agreement, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Signature: ______________________________

Printed Name: __________________________________

My Commission Expires: _________________________

[Notary Seal]