

Civilscapes, Inc.
Civil Engineering & Landscape Architecture

September 23, 2024

Ms. Kristie Turner
Principal Planner
Hall County Community Development and Infrastructure

Re: Amendment to Conditional Use
for project MSF Partners, LLC (HCNEW24-0187)
2323 Thompson Mill Rd
Land Lot 41, 15th District
Hall County, Georgia

Dear Ms. Turner:

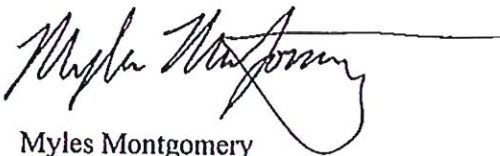
We are requesting an amendment in the previously approved conditional uses:

- Allow for Professional Office Use
- Allow for 10,000 sf main level building footprint with an additional 5,000 sf basement. Total square footage of 15,000 sf.

Type/Reasons for Amendment Requested:

This tract was originally zoned for medical office use and a 5,000 sf building. The new proposed professional office use (Surveyors Office) and total building square footage will not require the need for any other variances or etc. Professional office is an allowable use under the O-I zoning. Any business signage will be permitted separately. No spill lighting proposed. Site will be served by public water and on-site septic. All buffers required under original rezoning will remain in place.

Sincerely,



Myles Montgomery
Civilscapes, Inc.

RECEIVED

NOV 04 2024

Planning & Zoning Department

MSF PARTNERS, LLC
LIMITED LIABILITY COMPANY
OPERATING AGREEMENT --
MEMBER-MANAGED

**OPERATING AGREEMENT
OF
MSF PARTNERS, LLC**

THIS OPERATING AGREEMENT (this "Agreement") of MSF Partners, LLC (the "Company"), effective as of May 20, 2021, is made by **Michael Martin, Byron Freeman and Jeff Simmons**, as the only members of the Company (the "Members").

BACKGROUND

The Company was initially formed as a limited liability company under the Georgia Limited Liability Company Act (the "Georgia Act") by filing Articles of Organization dated May 20, 2021. The Members desire to enter into this Agreement to govern the operations of the Company.

THE AGREEMENT

NOW, THEREFORE, the Members and the Company agree as follows:

1. FORMATION.

Effective with the filing of the Articles of Organization and issuance of the Certificate of Organization ("Certificate"), the Company constituted a limited liability company formed pursuant to the Georgia Act and other applicable laws of the State of Georgia. The Members shall, when required, file such amendments to or restatements of the Certificate, in such public offices in the State of Georgia or elsewhere as the Members deem advisable to give effect to the provisions of this Agreement and the Certificate, and to preserve the character of the Company as a limited liability company.

2. NAME; PLACE OF BUSINESS; REGISTERED OFFICE AND AGENT.

The Company shall be conducted under the name of "MSF Partners, LLC" or such other name as the Members shall hereafter designate. The principal office and place of business shall be located at 5039 B U Bowman Drive, Suite 400, Buford, GA 30518-5870. The initial registered office of the Company is located at 4430 Elvie Way, Hoschton, GA 30548. The registered agent for service of process at the registered office of the Company shall be Michael Martin.

3. PURPOSE.

The purpose of the Company is to engage in any lawful activity; to exercise all powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Act; and to engage in all activities necessary, customary, convenient, or incident to such purpose.

4. TITLE TO COMPANY PROPERTY.

All property shall be owned by the Company and, insofar as permitted by applicable law, the Members shall have no ownership interest in the property. An ownership interest in the Company shall be personal property for all purposes.

5. MANAGEMENT OF THE COMPANY.

5.1 Management. The business and affairs of the Company shall be managed by its Members. Except as provided by applicable law and this Agreement, Members shall have full and complete authority, power 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 other acts or activities customary or incident to the management of the Company's business.

5.2 Duties of Members. The Members shall devote to the Company such time as may be necessary for the proper performance of all duties of such Members under this Agreement, but no Member shall be required to devote full time to the performance of such duties and may have other business interests or engage in other business activities. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in other investments or activities of any other Member. No Member shall incur liability to the Company or to the other Member as a result of engaging in any other business or venture whether or not competitive with that of the Company. The provisions of Section 14-11-302 (Conflicting Interest Transactions) shall not apply to the actions of the Members of the Company so long as any such Member is otherwise acting in compliance with this Agreement.

5.3 Manner of Acting. Generally, each Member shall be an agent of the Company for the carrying out of its business and purposes. Each Member is authorized by the Company and by the other Member to act individually at his own discretion on behalf of the Company except with respect to those matters set forth below in this Section 5.3 (the "Major Decisions"). No failure of the Members to observe company formalities in the management of the Company's affairs, other than a failure to obtain the necessary approvals in connection with Major Decisions, shall invalidate any act of any Member, acting individually or collectively, that is otherwise in accordance with this Agreement. Notwithstanding anything to the contrary herein, the following matters will require the approval of the Members (such matters being collectively referred to as the "Major Decisions") as indicated:

- (a) Admission of an additional Member (requires a unanimous approval of the Members);
- (b) Calls for capital contributions in excess of those required by Section 8.1 (requires a unanimous approval of the Members);
- (c) Voluntary dissolution of the Company (requires a unanimous approval of the Members);
- (d) Distributions to the Members (requires a unanimous approval of the Members);

- (e) Tax elections by the Company or changing the tax classification of the Company (requires a unanimous approval of the Members);
- (f) Amendments to this Operating Agreement (requires a unanimous approval of the Members);
- (g) Borrowing money from banks, other lending institutions, any Member, or any affiliate of any Member, or loaning to another person or entity any funds of the Company, or the hypothecating, encumbering and granting of security interests in and conveyance of security title to the assets of the Company to secure repayment of the borrowed sums. (requires a unanimous approval of the Members);
- (h) Acquisition or disposition of any interest in real property by the Company (requires a unanimous approval of the Members);
- (i) Any sale, lease, mortgaging, pledge or other disposition of substantially all the assets of the Company in a single transaction or series of related transactions (requires a unanimous approval of the Members);
- (j) Any merger, conversion, or reorganization involving the Company (including any transaction comparable to a spin off, split-up or split-off)(requires a unanimous approval of the Members);
- (k) Any capital expenditure of the Company in excess of \$1,000 (requires a majority of the Members approve the expenditure), or any capital expenditure in excess of \$10,000 (requires a unanimous approval of the Members);

5.4 Liability of the Members. As long as a Member shall act in good faith with respect to the conduct of the business and affairs of the Company, no such Member shall be liable to the Company or to any other Member, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, or for any other act or thing which such Member may do or refrain from doing in connection with the business and affairs of the Company, except in the case of gross negligence, willful misconduct, fraud or bad faith.

6. INDEMNIFICATION OF MEMBERS.

6.1 Generally.

(a) The Company, its receiver or its trustee shall indemnify, save harmless, and pay all judgments and claims against the Members relating to any liability or damage incurred by reason of any act performed or omitted to be performed by such Members in connection with the business of the Company, including attorneys' fees incurred by such Members in connection with the defense of any action based on any such act or omission, which attorneys' fees may be paid as incurred, including all such liabilities under federal and state securities laws (including the Securities Act of 1933, as amended), as permitted by law.

(b) The Company shall indemnify, save harmless, and pay all expenses, costs, or liabilities of any Members who for the benefit of the Company make any deposit, acquire any option, or make any other similar payment or assume any obligation in connection with any property proposed to be acquired by the Company and who suffer any financial loss as the result of such action.

(c) A Member shall not be entitled to indemnification under this Section 6.1 if the conduct of such Member constitutes bad faith, gross negligence or willful or wanton misconduct. For purposes of this Agreement, any act or omission, if done or omitted to be done in reliance, in whole or in part, upon the advice of independent legal counsel or independent certified public accountants selected with reasonable care, will be presumed to have been done or omitted to be done in good faith and not to constitute gross negligence or willful or wanton misconduct.

6.2 Insurance. The Company may purchase and maintain insurance on behalf of any one or more indemnitees under Section 6.1 and such other persons as the Members shall determine against any liability which may be asserted against or expense which may be incurred by such person in connection with the Company's activities, whether or not the Company would have the power to indemnify such person against such liability or expense under the provisions of this Agreement. The Members and the Company may enter into indemnity contracts with indemnitees and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 6.2 and containing such other procedures regarding indemnification as are appropriate.

7. LIMITATION ON MEMBERS' LIABILITIES.

The Members' liability shall be limited as set forth in this Agreement, the Georgia Act and other applicable law. The Members shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Company, except as provided by the Georgia Act.

8. CAPITAL CONTRIBUTIONS; LOANS.

8.1 Members' Capital Contributions. Each Member' capital contribution as of the date of this Agreement is set forth on Exhibit A. No Member shall be required to make additional Capital Contributions.

8.2 Priority and Return of Capital.

(a) Except as otherwise specifically set forth in this Agreement, no Member shall have the right to demand or receive property other than cash in return for a Capital Contribution or as a distribution pursuant to Section 10, nor shall such Member have priority over any other Member, either as to the return of Capital Contributions or as to any distributions pursuant to Section 10, except as otherwise specifically set forth in Section 10.1 hereof.

(b) The Members have no personal liability for the repayment of any Capital Contribution of any other Member.

8.3 Negative Capital Accounts. No Member is obligated to restore a negative balance in such Member's Capital Account.

8.4 Loans. The Members may lend money to the Company as approved by the Members. If a Member lends money to the Company pursuant to this Section, the amount of any such loan is not an increase in the Member's Capital Contribution or Membership Interest, nor does it entitle the Member to any increase in the share of distributions of the Company, nor subject the Member to any greater proportion of the Losses that the Company may sustain. The amount of any such loan shall be a debt due from the Company to the Member, at such rates and on such terms as determined reasonable by the Members.

9. ALLOCATIONS OF PROFIT AND LOSS.

Except as otherwise provided in the Code, any Profits or Losses recognized by the Company in any fiscal year or other period must be allocated among Members in proportion to their Membership Interests and in accordance with the Regulations.

10. DISTRIBUTIONS.

10.1 Net Income. Subject to the discretion of and approval by the Members (see Section 5.3(d)) and except as provided in Section 12.2 relating to the liquidation of the Company, any Net Income (as reduced by Reserves) of the Company generated during any year may be distributed annually, or at such other times as determined by the Members, to the Members in proportion to their Membership Interests.

10.2 Distribution Among Members. If any Membership Interest is sold, assigned or transferred during any accounting period, all distributions on or before the date of such transfer will be made to the transferor, and all distributions after such date will be made to the transferee.

10.3 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or distribution to Members will be treated as amounts distributed to Members pursuant to this Section 10 for all purposes of this Agreement.

10.4 Proceeds Available Upon Dissolution. Upon the dissolution and winding up of the Company, subject to (a) the requirements of Section 12.2, (b) the payment of all liabilities of the Company, including any debts owed to a Member, and (c) the establishment of such Reserves as the Members reasonably deem necessary for any contingent or unforeseen liabilities or obligations, the proceeds from such liquidation will be distributed, as expeditiously as possible, to Members in proportion to the positive balances in their Capital Accounts.

10.5 In Kind Distributions. If any assets of the Company are distributed in kind, such assets will be distributed to Members entitled to such distribution as tenants-in-common in the same proportions as such Members would have been entitled to cash distributions.

10.6 Limitation Upon Distributions. No distribution shall be made to Members if prohibited by the Georgia Act.

11. BOOKS AND RECORDS.

11.1 Availability. At all times during the existence of the Company, the Members shall keep or cause to be kept complete and accurate books and records appropriate and adequate for the Company's business. Such books and records, whether financial, operational or otherwise and including a copy of this Agreement and any amendments, shall at all times be maintained at the principal place of business of the Company. Any Member or such Member's duly authorized representative shall have the right at any time, for any purpose reasonably related to such Member's ownership interest, to inspect and copy from such books and documents during normal business hours.

11.2 Tax Returns. The Members shall cause an accountant to prepare all tax returns which the Company is required to file, if any, and shall file with the appropriate taxing authorities all such returns in a manner required for the Company to be in compliance with any law governing the timely filing of such returns.

11.3 Depositories. The Members shall maintain or cause to be maintained one or more accounts for the Company in such depositories as the Members shall select. All receipts of the Company from whatever source received (but no funds not belonging to the Company) shall be deposited to such accounts, and all expenses of the Company shall be paid from such accounts.

12. DISSOLUTION.

12.1 Events Causing Dissolution. The Company shall be dissolved and its affairs wound up upon the earlier of the following to occur:

- (a) The written agreement of all of the Members to dissolve the Company; or
- (b) A decree of judicial dissolution.

Notwithstanding the provisions of O.C.G.A. § 14-11-602(b)(4), the Company shall not dissolve upon an event of disassociation with respect to the last remaining Member, but instead the legal successor to such Member shall automatically become a Member of the Company with all the rights appurtenant thereto in accordance with O.C.G.A. § 14-11-506.

12.2 Liquidation of Property and Application of Proceeds. Upon the dissolution of the Company, the Members (or, if none, a liquidator appointed by the Personal Representatives of the deceased Members) will wind up the Company's affairs in accordance with the Georgia Act, and will be authorized to take any and all actions contemplated by the Georgia Act as permissible, including, without limitation:

- (a) prosecuting and defending suits, whether civil, criminal, or administrative;

(b) settling and closing the Company's business, causing the Company's accountants to prepare a final financial statement, and making adjustments among Members with respect to distributions under Article 10 based upon such financial statement;

(c) liquidating and reducing to cash the Property as promptly as is consistent with obtaining its fair value;

(d) discharging or making reasonable provision for the Company's liabilities;
and

(e) distributing the proceeds of liquidation and any undisposed Property to the Members in accordance with Section 10.4.

13. BUY-SELL OPTION.

13.1 Manner of Offer. Any Member (the "Offeror") at any time may offer to any other Member (the "Offeree") both to sell his Membership Interest or to buy all of the Offeree's Membership Interest. Such offer must be in writing and must contain the following:

(a) A statement of intention to make an offer under this Section 13;

(b) A statement of the Offeror's determination of the value of each percentage of Membership Interest subject to the offer, which must be identical for each Membership Interest;

(c) A statement that a condition to any purchase pursuant to the offer shall be the absolute and unconditional indemnity by the purchaser of the seller against any loss, claim or damage that the seller may suffer arising out of any guarantee by the seller of any debt of the Company for borrowed money;

(d) A statement that the purchase price for the Membership Interest subject to the offer shall be payable in cash at closing; and

(e) A statement that such offer is both an offer to sell all the Membership Interests owned by the Offeror and an offer to purchase all the Membership Interests owned by the Offeree.

13.2 Term of Offer. The Offeror's offer shall be irrevocable for forty-five (45) days (the "Option Period"), and the Offeree may, on or before the expiration of the Option Period, accept either the offer to sell or the offer to buy.

13.3 Manner of Acceptance.

(a) The Offeree Elects to Accept the Offer to Buy. If, during the Option Period, the Offeree elects to accept the Offeror's offer to buy, the Offeror must buy, and the Offeree must sell to the Offeror, all of the Membership Interest owned by such selling Offeree.

(b) The Offeree Elects to Accept the Offer to Sell. If, during the Option Period, the Offeree elects to accept the Offeror's offer to sell, the Offeror must sell all of his Membership Interest, and the Offeree must buy from the Offeror the Offeror's Membership Interest.

(c) The Offeree Fails To Accept Either Offer. If, during the Option Period, the Offeree does not accept either of the Offeror's offers to sell or to buy, the Offeror shall have the right, exercisable on or before the tenth (10th) day after the expiration of the Option Period, to buy all of the Membership Interests of the non-responding Offeree (but not less than all of such interests), and if the Offeror exercises such right, the non-responding Offeree shall be required to sell its Membership Interest to the Offeror, in accordance with the terms of the offer and the provisions of this Section 13.

13.4 Closing. The Closing of any purchase or sale pursuant to this Section 13 shall be held at the time and place and on the date specified by written notice by the buyer(s) to the seller(s) (the "Buy-Sell Closing Date"), which date shall be within sixty (60) days after the end of the Option Period. In the discretion of the Members, all undistributed Net Income as of the Buy-Sell Closing Date, if any, shall be distributed to the Members in accordance with the applicable provisions of Article 10 within thirty (30) days after the Buy-Sell Closing Date. The specified purchase price shall be paid by the buyer(s) in immediately available funds at the Buy-Sell Closing Date, and the seller(s) shall execute, seal, and deliver for and on their behalf, all documents that may be necessary or appropriate, in the reasonable opinion of counsel to the buyer(s), to effect such sale free and clear of all liens and encumbrances.

13.5 Specific Performance. The Members acknowledge and agree that monetary damages to compensate a Member for any breach of this Section 13 would be inadequate. Accordingly, this Section 13 shall be enforceable by action of specific performance and other appropriate equitable relief.

14. RESTRICTION ON TRANSFER.

No Member may transfer, sell, pledge or otherwise dispose of all or any portion of his Membership Interest without the prior written consent of the other Members, or pursuant to Section 13.

15. AMENDMENT.

This Agreement may only be amended by the Members in writing.

16. DEFINITIONS.

As used in this Agreement, the following terms shall have the following meanings:

"**Capital Account**" means with respect to any Member, the Capital Account maintained for such Member in accordance with the Code. The maintenance of Capital Accounts hereunder is intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. The Members are empowered to make modifications to the manner in which Capital Accounts are computed if it is determined that such

adjustments are necessary in order to comply with such Regulations, provided that such adjustments are not likely to have a material effect on the amounts distributable to a Member hereunder upon the dissolution of the Company in accordance with Section 13.

"Capital Contributions" means with respect to any Member, the amount of money and the initial gross asset value of any property (other than money) contributed to the Company with respect to the Membership Interest held by such Member.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Gross Revenues" means, with respect to the Company, for any period, all revenues, income, earnings, or cash flow of any kind or description received during such period by or on behalf of the Company.

"Members" means collectively, each of the parties who signs a counterpart of this Agreement as a Member, and each of the parties who may hereafter become Members. "Member" means any of the Members.

"Membership Interest" means a Member's entire interest in the Company, including such Member's share of the Company's Profits, Losses and distributions pursuant to this Agreement and the Georgia Act, the right to participate in the management of the business and affairs of the Company, and the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement or the Georgia Act. Each Member's membership interest in the Company is expressed on *Exhibit A* to this Agreement as a percentage of the aggregate of 100% of Membership Interests. To the extent the Members' Membership Interests changes and Members are added or withdraw, such changes will be reflected in the Company's books and records without the requirement of amending this Agreement.

"Net Income" means, for any period, Gross Revenues for such period minus Operating Expenses for such period.

"Operating Expenses" means, with respect to the Company for any period, all costs and expenses paid or incurred during such period by the Company in the ordinary course of its business, together with amounts used to replenish and fund the Reserves.

"Personal Representative" means the Person acting in a representative capacity as the executor or administrator of a Member's estate or the duly appointed guardian of the property of a Member.

"Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition, shall be subtracted from such taxable income or loss;

(c) In the event the gross asset value of any Company asset is adjusted, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the gross asset value of the Company property disposed of, notwithstanding that the adjusted tax basis of such property differs from its gross asset value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account depreciation for such fiscal year or other period; and

(f) Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to the Code shall not be taken into account in computing Profits or Losses.

"Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such Regulations may be amended (including corresponding provisions of succeeding regulations).

"Reserves" means, with respect to any period, the amount of funds set aside, or amounts allocated during such period, for (a) funding reserves for contingent liabilities, working capital, repairs, replacements, renewals, (b) paying taxes, insurance, debt service, or other costs or expenses incident to the ownership or operation of the Company, and (c) any other purposes deemed by the Members necessary or appropriate to meet the current or anticipated future needs of the Company.

MISCELLANEOUS.

16.2 Notices. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement must be in writing and signed by the party giving the same and are deemed given or made (a) two (2) days after being mailed by certified or registered mail, postage prepaid, (b) when transmitted via facsimile, graphic scanning or other telegraphic communication, (c) when hand delivered, or (d) one (1) day after being sent by overnight delivery service, in each case to the intended recipient as indicated on Exhibit A to this Agreement or to any other address of which prior written notice has been given.

16.3 Severability. In the event of the invalidity of any provision of this Agreement, such provision is deemed stricken from this Agreement, which will continue in full force and effect as if the offending provision were never a part of this Agreement.

16.4 Captions. Captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision.

16.5 Person and Gender. The masculine gender includes the feminine and neuter genders and the singular includes the plural.

16.6 Applicable Law. Notwithstanding the place where this Agreement may be executed by any of the parties, the parties expressly agree that all the terms and provisions of this Agreement are construed under and governed by the laws of the State of Georgia.

16.7 Entire Agreement. This Agreement, together with its Exhibit, constitutes the entire agreement of the parties with respect to matters set forth in this Agreement and supersedes any prior understanding or agreement, oral or written, with respect to such matters.

16.8 Agreement in Counterparts. This Agreement may be executed in several counterparts and all so executed constitute one Agreement, binding on all the parties, notwithstanding that all the parties are not signatories to the original or the same counterpart. A facsimile or PDF of any originally executed document shall have the same force and effect as the originally executed document.


[Signatures continued on following pages]

IN WITNESS WHEREOF, the Members hereby execute this Agreement as of the date first above written.

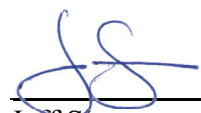
MEMBERS:



Michael Martin

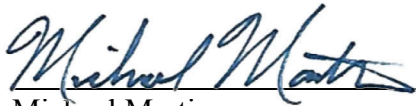




Byron Freeman



Jeff Simmons

EXHIBIT A

<u>Member's Name</u>	<u>Capital Contribution</u>	<u>Membership Interest</u>
 Michael Martin	\$1,000.00	33 1/3%
 Byron Freeman	\$1,000.00	33 1/3%
 Jeff Simmons	\$1,000.00	33 1/3%