ABSHIRE ENTERPRISES

Master Operating and Coordination Agreement

PARTICIPATING LEGAL ENTITIES

Abshire LLC

O.A. Non-Profit Organization

The Pawshire Foundation

PROPOSED EFFECTIVE DATE

Upon execution by all Participating Entities

WORKING DRAFT — VERSION 1.1

UNEXECUTED — SUBJECT TO ORGANIZATIONAL APPROVAL AND LEGAL REVIEW

This document is a proposed agreement only. It becomes effective solely as provided in Section 11.1 after all required organizational approvals and signatures.

Article I — Establishment and Purpose

Section 1.1 — Enterprise Identity

Abshire Enterprises is the collective operational identity established through the voluntary cooperation of Abshire LLC, O.A. Non-Profit Organization, and The Pawshire Foundation (collectively, the “Participating Entities”). Abshire Enterprises represents a unified mission-driven framework through which independently organized entities coordinate economic activity, charitable contributions, institutional development, and community initiatives. The Enterprise is not, by virtue of this Agreement alone, a separately incorporated entity, partnership, or independent taxpayer.

Section 1.2 — Fundamental Purpose

The purpose of Abshire Enterprises is to establish a sustainable economic and institutional framework in which for-profit enterprise generates resources that support humanitarian, environmental, and animal welfare initiatives. Abshire LLC serves as the principal for-profit economic engine. O.A. Non-Profit Organization and The Pawshire Foundation provide the charitable and community-service mechanisms through which the Enterprise pursues its broader social objectives.

Section 1.3 — Guiding Philosophy

The Enterprise operates according to the principle that economic sustainability and civic contribution are mutually reinforcing responsibilities. Its guiding framework incorporates Civic Capitalism, Contributionism, and Coalitionism, emphasizing responsible economic activity, meaningful community contribution, and cooperation across institutional and social differences.

Section 1.4 — Developmental Trajectory

Abshire Enterprises shall initially operate as a Social Enterprise, emphasizing economic sustainability, charitable funding, and institutional development. Its long-term objective is to evolve into a Civic Enterprise upon the establishment of sustained charitable operations, physical infrastructure, and meaningful community-serving initiatives.

Article II — Legal Independence

Section 2.1 — Separate Legal Existence

Each Participating Entity shall retain its own legal identity, governance structure, bank accounts, financial records, assets, obligations, and regulatory responsibilities.

Section 2.2 — Shared Coordination

The Participating Entities may coordinate activities, resources, and strategic planning through the Enterprise framework, provided such cooperation is properly authorized and consistent with applicable law and each entity's governing documents.

Section 2.3 — Limitations of Authority

No Participating Entity may independently bind another entity to a financial obligation, transfer its assets, incur debt on its behalf, or exercise authority over its charitable resources without the required authorization.

Article III — Financial Sustainability

Section 3.1 — Enterprise Financial Reporting

The Enterprise may maintain consolidated management reports identifying combined income, expenses, reserves, financial obligations, and contributions. Such reports shall be prepared from the separate financial records of the Participating Entities and, where relevant, the owner's household financial information. These reports shall not alter the legal ownership or tax classification of any income, asset, expense, or liability.

Section 3.2 — Abshire LLC Financial Contributions

Abshire LLC shall maintain its profit-allocation policy in accordance with its own operating agreement, subject to lawful amendment, available resources, and applicable financial obligations.

Section 3.3 — Owner Financial Transactions

Transfers between Abshire LLC and its sole member shall be recorded according to their actual legal and accounting character, including distributions, contributions, reimbursements, or other properly documented transactions. Personal expenses shall not be classified as deductible business expenses merely because they support the owner's participation in the Enterprise.

Section 3.4 — Enterprise Reserves

The Enterprise shall prioritize sustainable financial management, including the development of entity-specific savings and operating reserves.

Section 3.5 — Baseline Charitable Contributions

Abshire LLC may provide recurring baseline financial contributions to O.A. Non-Profit Organization and The Pawshire Foundation in furtherance of their respective organizational missions and the broader objectives of Abshire Enterprises. Such contributions may be established as fixed monthly amounts, including an initial target of fifty dollars ($50.00) per organization, and may be made during periods of limited or nonexistent net profit, subject to available funds, applicable law, and the financial obligations of Abshire LLC. Baseline contributions shall be authorized in accordance with Abshire LLC's governing documents and shall not automatically create an enforceable entitlement to future payments. Unless otherwise authorized through the appropriate governing procedures, baseline contributions shall be credited toward the applicable charitable allocations established under Abshire LLC's operating agreement for the corresponding accounting period. Each recipient organization shall maintain independent authority over the

acceptance, management, and lawful expenditure of funds received. All contributions shall be documented through appropriate financial records, payment confirmations, and acknowledgments.

Section 3.6 — Financial Priority and Sustainability

The Participating Entities recognize that financial sustainability is a necessary condition for the long-term success of Abshire Enterprises. Each Participating Entity shall prioritize its lawful financial obligations, necessary operating expenses, applicable tax responsibilities, and appropriate financial reserves before undertaking discretionary financial commitments. No provision of this Agreement shall require a Participating Entity to make a contribution, distribution, or expenditure that would violate applicable law or impair its ability to satisfy its lawful obligations.

Section 3.7 — Financial Separation and Enterprise Reporting

The Participating Entities may maintain an Enterprise-wide financial report for strategic planning, budgeting, and institutional development. Such reporting may incorporate information concerning the personal financial contributions and expenditures of the Sole Member of Abshire LLC when voluntarily provided for planning purposes. Enterprise-wide reporting shall not constitute the commingling of funds, transfer of ownership, assumption of liabilities, or consolidation of the Participating Entities for legal or tax purposes. Interorganizational transactions shall be separately recorded by each affected entity, and transfers between Participating Entities shall be identified to prevent double-counting in Enterprise-wide reports.

Article IV — Future Development

Section 4.1 — BlackForest Charitable LLC

The Participating Entities acknowledge the proposed future establishment of BlackForest Charitable LLC as a property-holding and operational-support entity for approved charitable initiatives. Its ownership, management, funding, and property rights shall be established through separate formation documents and appropriate authorization by the participating charitable organizations.

Section 4.2 — Property Development

Future property acquisition, contribution, subdivision, leasing, or transfer shall be subject to applicable financing agreements, property law, zoning, charitable restrictions, and organizational approval.

Section 4.3 — Civic Enterprise Transition

The transition to Civic Enterprise status shall be recognized through documented institutional milestones, including sustained charitable operations, financial sustainability, and the implementation of community-serving initiatives.

Article V — Governance and Coordination

Section 5.1 — Independent Governance

Each Participating Entity shall retain exclusive responsibility for its internal governance, organizational management, financial obligations, legal compliance, and assets, subject to its governing documents and applicable law. Participation in Abshire Enterprises shall not transfer the governing authority of any Participating Entity to another Participating Entity or to the Enterprise collectively.

Section 5.2 — Joint Oversight Committee

A Joint Oversight Committee shall coordinate shared Enterprise initiatives, strategic planning, financial cooperation, and institutional development. The Committee shall consist of one duly authorized representative from each Participating Entity. Each Participating Entity shall designate its representative according to its own governing procedures.

Section 5.3 — Committee Responsibilities

The Joint Oversight Committee may:

(a) Coordinate Enterprise-wide strategic objectives and operational priorities.

(b) Review financial reports and charitable contribution activities.

(c) Develop recommendations concerning shared programs, infrastructure, and

institutional development.

(d) Coordinate planning for future charitable property and operational initiatives.

(e) Monitor progress toward the transition from Social Enterprise to Civic Enterprise.

Section 5.4 — Decision-Making Authority

Routine coordination decisions may be approved by majority vote of the Joint Oversight Committee. No Committee decision shall independently authorize borrowing, expenditure of organizational funds, transfer of property, assumption of liabilities, or other legally binding commitments on behalf of a Participating Entity. Such actions shall require separate authorization by each affected Participating Entity in accordance with its governing documents and applicable law.

Section 5.5 — Meetings and Records

The Joint Oversight Committee should convene at least quarterly, or as otherwise determined by the Participating Entities. Written records of material decisions, recommendations, approvals, and collaborative initiatives shall be maintained.

Section 5.6 — Preservation of Charitable Independence

O.A. Non-Profit Organization and The Pawshire Foundation shall retain independent authority over their charitable programs, assets, financial decisions, and compliance obligations. No Participating Entity shall exercise authority over another organization's charitable assets solely by virtue of participation in Abshire Enterprises.

Article VI — Financial Operations and Contributions

Section 6.1 — Purpose and Scope

The Participating Entities may coordinate financial planning and maintain Enterprise-wide management reports to assess financial sustainability and progress toward shared objectives. Such coordination shall not merge the entities' finances, transfer ownership of funds, or make one Participating Entity responsible for the obligations of another.

Section 6.2 — Enterprise Income and Enterprise Expenses

For internal planning only, "Enterprise Income" means the aggregate cash inflows and other financial resources identified in an Enterprise-wide management report, classified by their actual recipient and legal character. "Enterprise Expenses" means the aggregate expenditures and obligations identified in that report, classified by the person or entity legally responsible for them. These management terms do not determine tax treatment, ownership, accounting recognition, or deductibility. Any voluntarily reported household income or expenses of the sole member of Abshire LLC shall be displayed separately from entity financial results. Internal transfers, charitable contributions between Participating Entities, owner draws, and intercompany reimbursements shall be identified so that consolidated management totals do not double-count them.

Section 6.3 — Net Profit and Available Cash

For purposes of this Agreement, "LLC Net Profit" refers to the profit amount determined under Abshire LLC's own accounting policies and operating agreement for a stated reporting period, after recording properly attributable business revenue and expenses. Net profit is distinct from cash available for distribution. The LLC shall adopt a consistent written calculation methodology, including the reporting period, treatment of taxes, debt service, reserves, and noncash items, in consultation with its tax professional. "Available Cash" means cash the LLC's authorized manager reasonably determines is available after considering existing liabilities, upcoming expenses, tax obligations, required debt payments, restrictions on funds, and prudent operating reserves. Neither a positive profit figure nor the Enterprise-wide household surplus alone establishes Available Cash.

Section 6.4 — Recognition of LLC Profit-Allocation Policy

The Participating Entities acknowledge that Abshire LLC's existing operating agreement provides a stated allocation of net profits of twenty-five percent (25%) to O.A. Non-Profit Organization, twenty-five percent (25%) to The Pawshire Foundation, twenty-five percent (25%) to LLC savings, and twenty-five percent (25%) to the sole member, with flexibility described in that operating

agreement. This acknowledgment does not independently impose or amend Abshire LLC's internal allocation obligations. The sole member of Abshire LLC shall determine the timing and amount of lawful contributions and distributions under the LLC's governing documents, applicable law, contractual restrictions, and Available Cash. Any change to the LLC allocation policy shall be made through the LLC's required internal procedures rather than solely through this Agreement.

Section 6.5 — Baseline Charitable Support

Consistent with Article III, Section 3.5, Abshire LLC may authorize discretionary baseline contributions, initially targeted at up to fifty dollars ($50.00) per month for each recipient organization, when financially feasible. The target is not a guaranteed minimum and may be reduced, suspended, or increased by the LLC in accordance with its governing documents and financial circumstances. For the relevant accounting period, baseline contributions may be credited against the corresponding profit-based charitable allocation to the extent authorized under the LLC's governing documents and documented by the LLC. A payment made when no allocation is due shall not automatically create a future liability of the recipient or a right to recover charitable funds.

Section 6.6 — Payment Methods and Documentation

Contributions should be made directly from the donor entity's authorized account to the recipient entity's authorized bank account or donation-processing system. Each party shall retain reasonably sufficient records, including payment confirmation, gross contribution, processing fees, net deposit, date, purpose or restrictions, and applicable acknowledgment. Donation acknowledgments shall not assert tax deductibility unless supported by the recipient's verified status and applicable law.

Section 6.7 — Separate Books, Accounts, and Restrictions

Each Participating Entity shall maintain separate bank accounts and accounting records, record its own receipts and disbursements, and observe restrictions on grants, donations, charitable assets, and lender proceeds. No Participating Entity shall use restricted charitable funds to satisfy another entity's obligations or the personal expenses of an individual.

Section 6.8 — Budgeting, Reconciliation, and Reporting

Each Participating Entity should prepare a monthly summary of income, expenses, cash balances, liabilities, and material commitments. The Joint Oversight Committee may review a quarterly Enterprise-wide management report, subject to privacy, confidentiality, and appropriate access controls. Reports shall identify inter-entity transfers and distinguish planned amounts from actual transactions.

Section 6.9 — Shared Expenses and Services

Any shared expense, reimbursement, administrative service, management service, or cost-sharing arrangement shall be supported by a written description of the service, allocation method, payment terms, and approving authority. Transactions involving charitable organizations shall be

reviewed for fair value, conflicts of interest, and consistency with charitable purposes. No shared expense shall be charged to a Participating Entity without its authorization.

Section 6.10 — Tax and Charitable Status

Each Participating Entity remains responsible for its own filings and tax treatment. References in this Agreement to nonprofit or charitable purposes do not represent that an organization has obtained federal tax-exempt recognition or that any payment is deductible. The Participating Entities shall verify relevant registrations, solicitation requirements, and tax statuses before making public claims about deductibility or exemption.

Article VII — Borrowing, Assets, and Liabilities

Section 7.1 — Independent Borrowing Authority

Each Participating Entity may borrow funds only through the authorization required by its own governing documents and applicable law. Participation in Abshire Enterprises does not authorize one entity to borrow on behalf of another or obligate any other entity to guarantee repayment.

Section 7.2 — Permitted Use of Loan Proceeds

Loan proceeds shall be used only for purposes permitted by the loan documents, applicable law, and the borrowing entity's authorized activities. Personal obligations of an owner or manager shall not be reclassified as business liabilities solely because the owner contributes labor or financial resources to the Enterprise. Any lawful owner distribution, reimbursement, compensation, or related-party loan must be separately supported, correctly recorded, and consistent with lender restrictions and applicable tax rules.

Section 7.3 — Assets and Title

Legal ownership of vehicles, real estate, equipment, intellectual property, and other assets shall be determined by valid title and governing documents, not by Enterprise-wide planning terminology. Any proposed transfer or shared use of an asset shall be documented and reviewed for liens, insurance, taxes, lender consent, charitable restrictions, and fair value as applicable.

Section 7.4 — Real Estate and Future Charitable Property

The Participating Entities may explore future property initiatives, including a proposed BlackForest Charitable LLC, but no entity is obligated to acquire, convey, subdivide, lease, or contribute property by virtue of this Agreement. Such action shall require a separate written transaction agreement, necessary governing approvals, and review of financing, zoning, title, and charitable restrictions.

Section 7.5 — No Cross-Guarantees or Assumed Liability

No Participating Entity shall be liable for the debts, guarantees, taxes, or other obligations of another solely because of this Agreement. Any guarantee, pledge, security interest, or assumption of liability must be separately authorized and expressly documented.

Article VIII — Conflicts of Interest and Related-Party Transactions

Section 8.1 — Duty of Disclosure

Any director, officer, manager, member, or committee representative with a material personal or financial interest in a proposed transaction shall disclose the nature of that interest before the affected organization considers the transaction.

Section 8.2 — Independent Review

The affected organization shall evaluate related-party transactions through the procedures required by its bylaws, conflict-of-interest policy, and applicable law. Interested individuals shall not participate in approvals where recusal is required. The organization shall document the business or charitable purpose, alternatives considered, and the basis for determining that the terms are fair and appropriate.

Section 8.3 — Protection of Charitable Assets

No transaction shall provide impermissible private benefit, private inurement, or misuse of charitable resources. Payments for genuine services, leases, property transfers, and reimbursements involving a Participating Entity or related person shall be supported by appropriate documentation and independent authorization.

Section 8.4 — Record of Decisions

Minutes or written resolutions shall identify disclosures, recusals, supporting information, and the approval or rejection of material related-party transactions.

Article IX — Branding, Intellectual Property, and Public Communications

Section 9.1 — Existing Intellectual Property

Each Participating Entity and individual creator retains ownership of intellectual property that it or they legally own before this Agreement, unless separately transferred in writing. This Agreement does not itself transfer trademarks, logos, copyrights, domain names, research, or other intellectual property.

Section 9.2 — Enterprise Name and Shared Marks

The Participating Entities may use the “Abshire Enterprises” identity and other approved shared marks for coordinated initiatives under a written branding and licensing schedule that identifies the actual owner, permitted users, quality-control requirements, and procedures for withdrawal of permission. Collective use alone shall not be treated as proof of collective legal ownership.

Section 9.3 — Jointly Developed Materials

Ownership and permitted use of materials created through joint projects shall be established in a project-specific written agreement before substantial development or expenditure. In the absence of such agreement, applicable law and documented authorship or ownership shall govern.

Section 9.4 — Public Statements and Fundraising

Public communications shall accurately identify the entity conducting an activity, receiving a donation, entering a contract, or soliciting funds. No Participating Entity may represent another entity's legal status, tax-exempt status, approval, or financial commitment without authorization and verification.

Article X — Compliance, Records, and Accountability

Section 10.1 — Compliance Responsibilities

Each Participating Entity shall independently maintain applicable Colorado registrations, licenses, tax filings, governance records, and any required charitable solicitation registrations, and comply with laws applicable to its activities. The Joint Oversight Committee may coordinate reminders but does not replace each entity's governing authority.

Section 10.2 — Records and Access

Each Participating Entity shall preserve contracts, financial records, meeting minutes, resolutions, and transaction support for periods required by applicable law and its retention policy. Access to records shall be limited to authorized persons with a legitimate purpose, subject to confidentiality and privacy requirements.

Section 10.3 — Annual Review

At least annually, the Participating Entities should review this Agreement, their joint projects, financial cooperation, charitable compliance, insurance needs, and progress toward Enterprise objectives. Material findings and recommended amendments should be documented.

Section 10.4 — Professional Review

The Participating Entities may obtain advice from qualified legal, accounting, insurance, lending, and real-estate professionals when transactions involve material financial exposure, charitable restrictions, financing, or property interests.

Article XI — Term, Amendments, Withdrawal, and Disputes

Section 11.1 — Effective Date and Term

This Agreement shall become effective only upon written approval and execution by duly authorized representatives of all three Participating Entities, on the date of the last required

signature (the “Effective Date”), unless the executed agreement expressly specifies a later date. It shall continue until terminated under this Article.

Section 11.2 — Amendments

Any amendment to this Agreement shall require written approval and execution by all Participating Entities through their respective governing procedures. An amendment to this Agreement shall not, by itself, amend any entity’s bylaws or internal operating agreement.

Section 11.3 — Withdrawal

A Participating Entity may withdraw upon ninety (90) days’ written notice to the other Participating Entities, subject to its existing lawful obligations under separately approved projects and contracts. Withdrawal shall not transfer ownership of assets or relieve obligations that survive by law or written agreement.

Section 11.4 — Termination

The Participating Entities may terminate this Agreement by unanimous written consent. Termination shall not dissolve any Participating Entity, alter title to assets, or redirect restricted charitable funds. Outstanding projects and liabilities shall be resolved under their respective agreements and applicable law.

Section 11.5 — Good-Faith Dispute Resolution

The Participating Entities shall first attempt to resolve disputes through documented good-faith discussions among authorized representatives. They may voluntarily pursue mediation before litigation, provided that no party is prevented from seeking timely legal relief where necessary.

Section 11.6 — Relationship to Other Agreements

This Agreement governs Enterprise-wide coordination only. Each Participating Entity’s formation documents, bylaws, internal operating agreement, donor restrictions, loan documents, and applicable law continue to govern its internal affairs and legally restricted activities. To the extent prior joint operational agreements conflict with this Agreement concerning interorganizational coordination, the Participating Entities intend this Agreement to control after valid execution, except where a separate project-specific agreement expressly provides otherwise or applicable law requires a different result. Any superseded provisions should be identified in a written reconciliation schedule approved by all affected parties.

Section 11.7 — No Unintended Agency or Partnership

The Participating Entities intend to remain independent organizations. No representative has authority to act as agent of another entity except under a separate written authorization. Nothing in this Agreement is intended to create a general partnership, joint venture, fiduciary control relationship, or new legal entity; however, the parties acknowledge that applicable law and actual conduct govern legal characterization.

Article XII — General Provisions and Execution

Section 12.1 — Governing Law

This Agreement shall be interpreted under the laws of the State of Colorado, subject to applicable federal law and mandatory legal requirements.

Section 12.2 — Severability

If any provision is held unenforceable, the remaining provisions shall continue to the extent lawful and consistent with the essential purpose of this Agreement.

Section 12.3 — Notices

Formal notices shall be delivered to the addresses or electronic contacts designated in writing by each Participating Entity. A party may update its designated notice information by written notice to the others.

Section 12.4 — Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signatures to the extent permitted by applicable law, with all executed counterparts together constituting one agreement.

Section 12.5 — Organizational Authorization

Each signatory represents that the signatory has been duly authorized to execute this Agreement on behalf of the identified Participating Entity. Appropriate board or member resolutions should be attached or retained in each entity's records.

Section 12.6 — No Automatic Ownership or Transfer

Execution of this Agreement does not transfer equity, assets, intellectual property, or charitable funds; create ownership interests in any Participating Entity; or authorize the formation of BlackForest Charitable LLC. Such actions require separate legally sufficient documentation and approvals.

Section 12.7 — Entire Agreement as to Enterprise Coordination

Upon execution, this Agreement, together with its expressly incorporated schedules, constitutes the agreement among the Participating Entities concerning Enterprise-wide coordination, subject to Section 11.6 and applicable law.

Execution — Authorized Signatures

Abshire LLC

Printed name: _____

Title: Sole Member / Authorized Representative

Signature: _____

Date: _____

O.A. Non-Profit Organization

Printed name: _____

Title: Duly Authorized Officer / Representative

Signature: _____

Date: _____

The Pawshire Foundation

Printed name: _____

Title: Duly Authorized Officer / Representative

Signature: _____

Date: _____