

**Wilson & Chan** LLP

**In the matter of the Application of Chef Tang LLC v. Orchard Hospitality Corp.**

# **EXHIBIT A**

**LIMITED LIABILITY COMPANY  
OPERATING AGREEMENT**

of

**TANGY NOODLE LLC**

**August 18, 2022**

Between

**ORCHARD HOSPITALITY CORP**

and

**CHEF TANG LLC**

Operating Agreement  
Tangy Noodle LLC

**THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT** (this “Agreement”) has been made and entered into by and among the persons and/or entities whose names appear on Exhibit A annexed hereto (individually a “Member” and collectively the “Members”), for the purposes of setting forth the rights and obligations of the Members in and to Tangy Noodle LLC (the Company”) formed pursuant to the provisions of the New York Limited Liability Company Law (the “Act”).

**WHEREAS**, the Company was formed on 8/18/2022, subject to the laws of the State of New York; and

**WHEREAS**, the parties hereto have agreed upon the terms and conditions that will govern their relationship and wish to reduce such agreement to writing;

**NOW, THEREFORE** in consideration of the premises, the mutual agreements contained herein and other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, the parties hereto hereby agree as follows:

**1. INTERPRETATION**

**1.1. Definitions.** Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms as used in this Agreement shall have the following meanings:

**1.1.1. “Affiliate.”** Means a Person that directly or indirectly through, one or more intermediaries, controls or is controlled by, or is under common control with the Person specified. For this purpose, control of a Person means that power (whether or not exercised) to direct the policies, operations or activities of such Person by or through ownership of, or right to vote, or to direct the manner of voting of such Person, or pursuant to law, or agreement or otherwise. No Member shall be deemed to be an Affiliate of another Member by virtue of this Agreement or their respective ownership of Interests in the Company.

**1.1.2. “Available Cash.”** Means as of any date, all cash receipts received by the Company (other than Capital Contribution), less the sum of the following to the extent made from cash receipts received by the Company:

**1.1.2.1.** all principal, interest and other payments due and owing with respect to loans, mortgages and other indebtedness of the Company;

**1.1.2.2.** all cash expenditures then necessary, in the opinion of the Manager(s), to be made in connection with the operation of the Business of the Company; and

**1.1.2.3.** such cash reserves as the Manager(s) deems reasonably necessary for the proper operation of the Business of the Company and all costs and expenses of the Business of the Company.

**1.1.3. “Business.”** Means noodle restaurant(s) to be directly or indirectly operated by the Company. It is the Company’s long term business plan to set up a noodle restaurant chain in the North America and eventually worldwide.

**1.1.4. “Capital Account.”** Means the Capital Account maintained and adjusted for each Member pursuant to Section 4.2.

**1.1.5. “Capital Contribution.”** Means the aggregate amount of the tangible or intangible property, or other form of value, parties agree with, contributed to the Company by a Member as of such time.

Operating Agreement  
Tangy Noodle LLC

- 1.1.6. **"Internal Revenue Code."** Means the Internal Revenue Code of 1986, as amended, and as it may be further amended from time to time.
- 1.1.7. **"Disability."** Means with respect to a Person: (i) the inability (as determined by the Manager(s)) of the Person, as a result of any physical or mental incapacity, to perform any material duties of the Person under this Agreement for a period of one Ninety (90) consecutive days or one hundred eighty (180) days during any twelve-month period; or (ii) the entry of judgment of a court of competent jurisdiction adjudicating the Person to be incompetent to manage such Person's property or person.
- 1.1.8. **"Fair Market Value."** Means the fair market value of a Member's Interest, as determined by an appraiser appointed by the Manager(s). The Fair Market Value of a Member's Interest shall be based upon an arm's length sale of the Company on such date in its entirety, such sale being between a willing buyer and a willing seller without regard to any minority discount or a discount with respect to disparate voting rights or a lack of marketability and liquidity for such Member's Interests. In determining Fair Market Value, the Manager(s) appointed appraiser may obtain and rely on information and advice from any source or sources it deems appropriate, including investment banks, consulting firms, accounting firms and/or appraisal firms. Any determination of Fair Market Value made by the Manager(s) appointed appraiser shall be final and conclusive on the Company and the Members and their permitted successors and assigns.
- 1.1.9. **"Fiscal Year."** Means the fiscal year of the Company, which shall be the calendar year or, in the case of the first fiscal year of the Company, the portion of the calendar year commencing on the date hereof and, in the case of the last fiscal year of the Company, the portion of the calendar year ending on the date on which the winding-up of the Company is completed.
- 1.1.10. **"Interest."** Means the percentage ownership interest of a Member in the Company as reflected on Exhibit A annexed hereto. Holders of Interests shall not be entitled to vote or grant or withhold consents on any Company matter unless required by the Act or expressly provided for in this Agreement. All Interests shall be considered personal property.
- 1.1.11. **"Lease."** Means the lease agreement to be entered between the Company and the landlord of the Property to lease the Property to run the Business.
- 1.1.12. **"Majority Vote."** Means the affirmative vote of the Members holding greater than 50% of the total of all Member Interests entitled to vote.
- 1.1.13. **"Manager."** Means an individual designated in Exhibit B or elected as set forth in Section 5 hereof.
- 1.1.14. **"Member."** Means the holder of any Interest in the Company.
- 1.1.15. **"Member's Obligation."** Means the obligation of Orchard and obligation of Tang as set forth in Section 4 of Exhibit A.
- 1.1.16. **"Profits and Losses."** Means, for each Fiscal Year, the Company's taxable income or loss for such year determined in accordance with the Internal Revenue Code.
- 1.1.17. **"Person."** Means an individual, corporation, partnership, limited liability company, trust, unincorporated organization, association or other entity.

Operating Agreement  
Tangy Noodle LLC

- 1.1.18. **"Property."** Means the commercial real property (street level storefront) located at 98 8<sup>th</sup> Ave., New York, NY 10011.
- 1.1.19. **"Restricted Period."** Means the time period from the execution of this Agreement to the second anniversary of the complete termination of the relationship created between (i) a Member and the Company under this Agreement, or (ii) a Manager and the Company, whichever is applicable.
- 1.1.20. **"Transfer."** Means the mortgage, pledge, transfer, sale, assignment, gift or other disposition, in whole or in part, of an Interest, whether voluntarily, by operation of law or otherwise.
- 1.1.21. **"Territory."** Means the (i) North America region and other geographic areas outside of North America, where the Company plans to set up a noodle restaurant chain, or (ii) a maximum geographic area permitted by the applicable law, whichever is larger.
- 1.2. **General Rules of Construction.** As used in this Agreement, pronouns shall refer to male or female persons or corporate entities where such construction is required to give meaning to a provision contained herein. Whenever a singular or plural number is used herein, the same shall refer to the plural or singular, as applicable, as well. Unless the context clearly requires otherwise, the words "hereof," "herein," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provision hereof. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. The terms "including" and "include," however used are not limiting and mean including without limitation. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if negotiated and drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

2. THE COMPANY

- 2.1. **Formation of Company.** The Company was formed pursuant to the provisions of the Act. The rights and liabilities of the Members, the management of the affairs of the Company, and the conduct of its Business shall be as provided in the Act, except as otherwise expressly provided herein.
- 2.2. **Name.** The name of the Company at this date is **Tangy Noodle LLC**. The Manager(s), subject to the terms of this Agreement, may change the name of the Company at any time and from time to time upon written notice to the Members.
- 2.3. **Term of Company.** The term of the Company commenced upon the filing of the appropriate formation documents in the Department of State of the State of New York in accordance with the Act and shall continue until terminated in accordance with this Agreement or as provided by law.
- 2.4. **Purposes of Company.** The purpose of the Company is to: (i) engage in any lawful act or activity for which limited liability companies may be organized under the Act; and (ii) do all things necessary, suitable or proper for the accomplishment of, or in the furtherance of the Company's Business.
- 2.5. **Offices.** The Company shall maintain its primary office, and principal place of business at 98 8<sup>th</sup> Ave., New York, NY 10011, or at such other places of business as the Manager(s) deems advisable for the conduct of the Company's Business and may from time to time change the Company's primary office upon notifying the Members in writing of any such changes.
- 2.6. **Filings.**

Operating Agreement  
Tangy Noodle LLC

- 2.6.1. The Manager(s) is authorized to execute, file and publish, or cause to be filed and published, with the proper authorities in each jurisdiction where the Company conducts Business and where the failure to file or publish would have a material adverse effect on the Company or such other places as the Manager(s) deems necessary or advisable, such certificates or documents in connection with the conduct of Business as are necessary or desirable pursuant to applicable law.
- 2.6.2. The Members, from time to time, shall execute, acknowledge, verify, file, and publish all such applications, certificates, and other documents, or cause to be done all such other acts, as the Manager(s) may deem necessary or appropriate to comply with the requirements of the law for the formation, qualification and operation of the Company as a limited liability company in all jurisdictions in which the Company shall desire to conduct Business.

3. **MEMBERS, COMPANY INTERESTS AND CAPITALIZATION**

3.1. **Interests, Capital Contributions, Rights, and Obligations of the Members.**

- 3.1.1. **Initial Interests And Voting Rights.** As of the date hereof, each Person named on Exhibit A shall become a Member and shall be shown as such on the books and records of the Company. Each Member shall be required to contribute the full amount of said Capital Contribution on the date hereof, unless otherwise determined by the Manager(s) or this Agreement. Each Member has been allocated the Interest set forth opposite such Member's name on Exhibit A annexed hereto. Each Member shall be entitled to vote unless otherwise provided by this Agreement.
- 3.1.2. **Failure to make Capital Contributions or to fulfill the Member's Obligations.**
- 3.1.2.1. The Company shall be entitled to enforce each Member to make Capital Contributions and fulfill the Member's Obligations, and the Company shall have all remedies available at law or in equity in the event any such Capital Contribution is not so made or Member's Obligations not fulfilled.
- 3.1.2.2. In the event that a Member shall fail to timely make his, her, or its Capital Contribution or fail to fulfill Member's Obligations when required pursuant to Section A-4 of Exhibit A (each such Member being hereafter referred to as a "**Defaulting Member**", and each such failure referred to as a "**Default**") and if a Defaulting Member fails to timely cure such Default within ten (10) business days of receipt of written notice of such Default from the Manager(s) (the "**Cure Period**"), then the Manager(s), on behalf of the Company, shall have the right to purchase all of a Defaulting Member's Interest for an amount up to 100% of such Defaulting Member's Capital Account balance at such time. The Manager(s), on behalf of the Company, may exercise this right by providing written notice to such Defaulting Member within thirty (30) days from the end of the Cure Period and such written notice shall specify a date within sixty (60) days from the end of such thirty (30) day period when the repurchase shall be consummated. The Company may, in its sole discretion, pay all or a portion of the repurchase price for such Defaulting Member's Interest by setting off and canceling any indebtedness then owed by the Defaulting Member to the Company, if any. If the Company elects to repurchase a Defaulting Member's Interest, such Defaulting Member shall be treated as resigning from any and all positions with the Company and shall immediately cause any and all of his or her, or its designees or representatives to resign immediately from any and all positions held with the Company.

Operating Agreement  
Tangy Noodle LLC

- 3.1.2.3. The remedy set forth in Section 3.1.2.2 does not exclude or affect other remedies available at law or in equity for the Company and/or the non-breaching Member(s) to recover the damages caused by such Default.
- 3.1.3. **Withdrawal by a Member.** No Member shall have the right to withdraw from the Company without the prior written consent of the Manager(s). From and after the effective date of such withdrawal, the withdrawing Member shall not be entitled to receive any distributions from the Company.
- 3.1.4. **No Withdrawal of Capital Contributions.** Except upon dissolution and liquidation of the Company, no Member shall have the right to withdraw, reduce or demand the return of any part of his, her, or its Capital Contribution.
- 3.1.5. **Return of Capital Contributions.** Except upon dissolution and liquidation of the Company or as otherwise provided herein, there is no agreement, nor time set, for the return of any Capital Contribution of any Member. A Member shall look solely to the assets of the Company for the return of his, her, or its Capital Contributions, and if the assets remaining after the payment or discharge of the debts and liabilities of the Company are insufficient to return his, her, or its Capital Contributions, the Members shall have no recourse against the Manager(s) for such insufficiency.
- 3.1.6. **No Obligation to Restore Negative Balances in Capital Account.** No Member shall have an obligation, at any time during the term of the Company or upon its liquidation, to pay to the Company or any other Member or third party an amount equal to any part or all of the negative balance in such Member's Capital Account.
- 3.1.7. **No Liability of Members, Manager(s), and Their Affiliates For Capital and Debts.** The debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations and liabilities of the Company. Neither the Member(s), the Manager(s), nor any Person that is an Affiliate of a Member or the Manager shall be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Member, acting as the Manager or being an Affiliate of any of them.
- 3.1.8. **Securities Laws Representations.** Each Member, by executing this Agreement, hereby represents and warrants to the Company and to the Members that such Member: (a) is aware that the acquisition of its Interest in the Company has not been registered under the Securities Act of 1933, as amended, or qualified under the securities laws of any state; (b) is acquiring its Interest in the Company solely for its own account and not for the account of any other Person, for investment only, and not with a view to or for sale in connection with any distribution of such Interest; (c) understands that the sale, pledge, assignment or other Transfer of its Interest in the Company is limited by this Agreement and in any event may not be effected unless (i) the Transfer is registered and qualified under applicable securities laws, or is effected as a non-public offering that is exempt from the registration and qualification requirements of applicable securities laws, and (ii) the Person acquiring such Interest represents and warrants to the Company and to the Members that such Person is acquiring its Interest in the Company solely for its own account and not for the account of any other Person, for investment only, and not with a view to or for sale in connection with any distribution of such Interest; (d) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of acquiring its Interest in the Company; (e) acknowledges that there is no guarantee that the Company will be a financial success, and is able to bear the economic

Operating Agreement  
Tangy Noodle LLC

risk of the loss of its Interest in the Company; and (f) acknowledges that the Company and the Members are relying on the foregoing representations.

**4. CAPITAL ACCOUNTS; ALLOCATIONS OF PROFITS, LOSSES; AND DISTRIBUTIONS**

- 4.1. **General.** No Member(s) shall be given priority or preference with respect to other Member(s) in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the Company.
- 4.2. **Capital Accounts.** The Manager(s) shall maintain separate Capital Accounts and distribution accounts for each Member. Each Member's Capital Account shall be determined and maintained in the manner set forth in the applicable provision of the Code and corresponding income tax regulations and shall consist of his initial capital contribution increased by:
- 4.2.1. Any additional capital contribution made by him/her;
  - 4.2.2. Credit balances transferred from his distribution account to his Capital Account and decreased by;
  - 4.2.3. Distributions to him/her in reduction of Company capital;
  - 4.2.4. The Member's share of Company losses if charged to his/her capital account.
- 4.3. **Cash Distributions.** Cash from Company Business operations, as well as cash from a sale or other disposition of Company capital assets, may be distributed from time to time to Member(s) in accordance with each member's percentage Interest in the Company, as may be decided by the Manager(s).
- 4.4. **Noncash Distributions:** If proceeds consist of property other than cash, the Manager(s) shall decide the value of the property and allocate such value among the Members in accordance with each Member's percentage Interest in the Company. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.
- 4.5. **Allocation of Profits and Losses.** The profits and losses of the Company, and all items of its income, gain, loss, deduction and credit shall be allocated to Member(s) according to each Member's percentage Interest in the Company.
- 4.6. **Allocation on Liquidation.** Regardless of any other provision in this agreement, if there is a distribution in liquidation of the Company, or when any Member's Interest is liquidated, all items of profit and loss shall be allocated to the Capital Accounts, and all appropriate credits and deductions shall then be made to these Capital Accounts before any final distribution is made. A final distribution shall be made to Member(s) only to the extent of, and in proportion to, any positive balance in each Member's Capital Account.

**5. MANAGEMENT & MEMBERS**

**5.1. Management.**

- 5.1.1. **General.** The name and place of residence/business of each Manager is attached as Exhibit B of this Agreement. By a Majority Vote, as set forth in Exhibit B and as amended from time to time, the Members shall elect so many Manager(s) as the Members determine, but no fewer than one. The elected Manager(s) may either be a Member or Non-Member.
- 5.1.2. **Compensation.** The Manager(s) may be compensated. The compensation of the Manager(s) shall be determined by a Majority Vote.



Operating Agreement  
Tangy Noodle LLC

5.1.3. **Removals, Vacancies.** A Manager(s) may be removed at any time as determined by a Majority Vote.

5.1.4. **Expenses.** The Company shall pay all of its own operating, overhead, and administrative expenses of every kind. The Manager will also be entitled to reimbursement from the Company for reasonable expenses incurred in connection with the performance of his, her, or its duties hereunder so long as the Manager submits appropriate documentation for such expenses.

5.2. **Management Authority.**

5.2.1. **General.** Except as otherwise provided in this Agreement, the Manager(s) shall have all rights and powers that may be possessed by a Manager(s) under the Act on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company and to perform all acts and affairs of the Business which it may deem necessary or desirable and which are not otherwise prohibited under this Agreement.

5.2.2. **Require Consent.** Except with the consent of the Members holding a Majority of the Interests, which consent cannot be unreasonably withheld, the Manager(s) shall not:

- 5.2.2.1. enter into a merger, consolidation, recapitalization or other reorganization of the Company or a sale of all or substantially all of the Company's assets;
- 5.2.2.2. enter into any equity financing or issue additional Interests in the Company;
- 5.2.2.3. borrow money for the Company and pledge, mortgage or grant security interests in any assets of the Company to secure such borrowings;
- 5.2.2.4. admit additional Members, other than pursuant to the provisions of Section 9 hereof;
- 5.2.2.5. approve or adopt any equity incentive plans for employees or other Persons;
- 5.2.2.6. materially change the nature of the Company's Business;
- 5.2.2.7. amend, alter or otherwise modify any Interest or other interest or equity or debt security issued by the Company;
- 5.2.2.8. consent to any tax audit adjustment in respect of taxes;
- 5.2.2.9. create or allow the creation of any material lien with respect to the property of the Company;  
or
- 5.2.2.10. make any loans or provide guarantees of liabilities of any other Person.

5.2.3. **Time and Other Activities.** Except as otherwise provided, the Manager(s) (in his, her, or its capacity as the Manager) shall devote such time and attention to the Business of the Company as the Manager(s) shall determine, from time to time, in the exercise of his, her, or its reasonable judgment, to be necessary for the conduct of the Company's Business. The Manager(s) shall have the right to manage his, her, or its own investments and to make investments in any other business and neither the Company nor any of its Member(s) shall have any rights or claims as a result of any such activity, given that Manager(s) is not in breach of Section 11.

5.2.4. **Fiduciary Duty.** The Manager(s) shall have a fiduciary responsibility for the safekeeping and use of any Company funds, property and assets, whether or not in his, her, or its immediate possession, the Manager(s) shall not employ or permit another to use any of the Company's funds, property or assets in any manner except for the exclusive benefit of the Company. In fulfilling his, her, or its fiduciary duty, the Manager(s) shall exercise his, her, or its business judgment in a manner that is reasonably consistent with that which would be applied by a reasonable Person under similar circumstances.

Operating Agreement  
Tangy Noodle LLC

- 5.3. **Officers.** The Manager(s) may, from time to time, but shall not be required to, designate or appoint one or more officers of the Company, including without limitation, a chairman of the board, a chief executive officer, president, one or more vice presidents, a secretary, an assistant secretary, a treasurer and/or an assistant treasurer. Such officers may, but need not be, employees of the Company or an Affiliate of the Company. Each appointed officer shall hold such office until (i) his or her successor is appointed, (ii) such officer submits his or her resignation, or (iii) such officer is removed, with or without cause by the Manager(s). All officers shall perform his or her duties in good faith and with such degree of care, which an ordinarily prudent Person in a like position would use under similar circumstances.
- 5.4. **Members Have No Management Powers.** Except as otherwise expressly provided herein, the Members (other than the Manager) shall take no part in or interfere in any manner with the management, conduct or control of the Company's Business and no Member shall have any right or authority to act for or bind the Company in any manner whatsoever. Members shall have only the right to vote on specified matters as set forth in this Agreement, if any, or as required by the Act.
- 5.5. **Member Meetings.**
- 5.5.1. **General.** Meetings of the Members shall be held at such place, on such date and at such time as may be determined by a Majority Vote. Special meetings of Members may be called by the Manager(s) if a Company matter requires the vote of the Members. The Members may, in their sole discretion, determine that a meeting shall not be held at any geographical place, but shall instead be held solely by means of remote communications in a manner determined by the Members. There shall be no requirements that formal meetings of the Members be held.
- 5.5.2. **Quorum.** The presence in person, by participation via telephone or other communications equipment, or proxy, of the Members holding a Majority of the Interests entitled to vote, shall constitute a quorum at all meetings; provided, however, that if there be no such quorum, Members (or their proxies) shall have the power to adjourn the meeting from time to time without notice other than an announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting originally called.
- 5.5.3. **Voting by Proxy.** Each Member entitled to vote pursuant to this Agreement may authorize any Person to act for him, her, or it by proxy in all matters in which a Member is entitled to participate. Every proxy must be signed by the Member or his, her, or its Attorney-in-Fact. No proxy shall be valid after the expiration of six (6) months from the date thereof. Every proxy shall be revocable by the Member executing it.
- 5.5.4. **Action at Meeting.** When a quorum is present at any Member meeting, any matter to be voted upon by the Members at such meeting shall be decided by the Members holding the required percentage of Interests as required by express provision of this Agreement or the Act.

6. **INDEMNIFICATION**

- 6.1. **General.** The Company shall have the power to indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that the Person is or was a Manager(s), officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another entity, against expenses (including attorneys' fees), judgments, fines and amounts paid in

Operating Agreement  
Tangy Noodle LLC

settlement actually and reasonably incurred by the Person in connection with such action, suit or proceeding if such Person (an "Indemnified Person") acted in good faith in any manner the Person reasonably believed to be or not opposed to the best interests of the Company. The termination of any action, suit or proceeding by judgment, order, or settlement shall not, of itself, create a presumption that the Person is not an Indemnified Person.

- 6.2. **Determination of Indemnification.** A determination that indemnification is available pursuant to Section 6 shall be made by the Manager(s) or, if the Manager(s) is the subject of the proceedings for which indemnification is sought, by a Majority Vote.

7. **BOOKS OF ACCOUNT**

- 7.1. **Books of Account.** Complete books of account shall be kept by the Manager(s) at the principal office of the Company (or at such other office as the Manager may designate). The method of accounting to be used in keeping the books of the Company for financial accounting purposes shall be determined by the Manager(s) in accordance with applicable law.

- 7.2. **Tax Elections.** The Manager(s) shall have the authority to cause the Company to make any election required or permitted to be made for income tax purposes if the Manager(s) determines that such election is in the best interests of the Company.

- 7.3. **Bank Accounts.** The Manager(s) may maintain one or more bank accounts for such funds of the Company as it shall choose to deposit therein, and withdrawals thereof shall be made upon such signature or signatures, as the Manager(s) shall determine.

- 7.4. **Tax Returns.** The Company shall prepare income tax returns for the Company and shall further cause such returns to be timely filed with the appropriate authorities.

- 7.5. **Tax Matters Member.**

7.5.1. The Manager(s) shall act as the "tax matters partner" ("TMP") of the Company, as defined in the Internal Revenue Code Section 6231(a)(7), and shall have all the powers and duties assigned to the TMP under the Code Sections 6221-6231 and corresponding regulations. The Members agree to perform all necessary acts under the Code Section 6231 and corresponding regulations to designate Manager(s) as the TMP.

7.5.2. The Company shall indemnify and reimburse the TMP for all expenses (including legal and accounting fees) incurred as TMP pursuant to this Section 7.5 in connection with any administrative or judicial proceeding with respect to the tax liability of the Members as long as the TMP has determined in good faith that its course of conduct was in, or not opposed to, the best interest of the Company.

- 7.6. **Tax Status.** Each Member acknowledges that the Company will be recognized as a *pass-through entity* for federal income tax purposes and will be subject to all applicable provisions of the Code.

8. **CERTAIN REPORTING PROVISIONS**

- 8.1. **Tax Reporting.** The Company shall use all reasonable efforts to furnish to the Members within ninety (90) days after the close of the Company's Fiscal Year the information reasonably required for the Members to prepare their federal, state and local income tax returns.

Operating Agreement  
Tangy Noodle LLC

- 8.2. **Access and Inspection.** The Company's books and records shall be available for inspection and copying (at such Member's cost) at reasonable times during business hours by each or any Member or its duly authorized agent or representative for a purpose reasonably related to such Member's Interest in the Company.
- 8.3. **Title to Company Assets.** Title to, and all rights and interests in, the Company's assets shall be acquired in the name of and held by the Company, or, if required to be held in any other name, shall be held for the benefit of the Company.

9. **TRANSFERS OF INTERESTS OF MEMBERS**

9.1. **General Provisions**

- 9.1.1. **Transfer Limitations.** Except as otherwise set forth in this Agreement or as otherwise provided in the Act, a Member may not Transfer his, her, or its Interest in the Company without the prior written consent of the Members holding a Majority of the Interest (which consent to any Transfer may be withheld without any liability or accountability to any Person). Notwithstanding anything to the contrary in this Agreement, any Transfer of an Interest in violation of the provisions of this Agreement shall be void and shall not bind the Company.
- 9.1.2. **Permitted Transfers.** Notwithstanding anything in this Agreement to the contrary, and only after three (3) years of the execution of this Agreement:
- 9.1.2.1. A Member who is a natural person may Transfer his or her Interest to an entity under his or her control upon not less than ten (10) days prior written notice to the Manager(s) accompanied, in each case, by evidence (to be reasonably satisfactory to the Manager) that the transferring Member owns more than 100% ownership interest of such transferee.
- 9.1.2.2. A Member that is a legal entity may Transfer all of its Interest to any Affiliate, if either such transferring Member owns more than 100% ownership interest of such transferee, or vice versa.
- 9.1.3. **Notice of Transfer.** Any Member making or permitting a Transfer allowed pursuant to any of the above permitted Transfers must send (1) a written notice (1) not less than ten (10) days prior to the Transfer and another written notice immediately after the Transfer to the Manager(s) together with reasonable evidence that the conditions or restrictions applicable thereto as set forth above will be and have been complied with.
- 9.1.4. Any Member making or permitting a Transfer allowed pursuant hereto shall also comply with such other conditions and requests for information about the transferee as the Manager(s) may reasonably request.

9.2. **General Conditions to Permitted Transfers.**

- 9.2.1. **Requirements for Transfer.** No Transfer of an Interest permitted by the terms of this Agreement shall be effective unless:
- 9.2.1.1. such Transfer shall have satisfied the provisions of Section 9.1;
- 9.2.1.2. the transferee shall accept and adopt in writing, by an instrument in form and substance satisfactory to the Manager(s), all of the terms and provisions of this Agreement, as the same may be amended from time to time, and shall have expressly assumed all of the obligations of the transferring Member relating to the Transferred Interest;

Operating Agreement  
Tangy Noodle LLC

- 9.2.1.3. the transferee shall pay all filing, publication, and recording fees, all transfer and stamp taxes, if any, and all reasonable expenses, including, without limitation, reasonable counsel fees and expenses incurred by the Company in connection with such transaction;
- 9.2.1.4. the transferee shall execute such other documents or instruments as counsel to the Company may require (or as may be required by law) in order to effect the admission of such Person as a Member;
- 9.2.1.5. the transferee shall execute a statement that it is acquiring the Interest for his, her, or its or its own account for investment and not with a view to the resale or distribution thereof and that he will only Transfer the acquired Interest to a Person who so similarly represents and warrants; and
- 9.2.1.6. if required by the Manager(s), the Company receives an opinion of responsible counsel (who may be counsel for the Company), in form and substance satisfactory to the Manager(s), that such Transfer does not violate federal or state securities laws or any representation or warranty of such transferring Member given in connection with the Transfer of his, her, or its Interest.

9.2.2. **Substitute Member.** Upon the admission of a substitute or additional Member, the Manager(s) shall promptly cause any necessary documents or instruments to be filed, recorded or published, wherever required, if any, showing the substitution of the transferee as a substitute Member in place of the transferring Member or as an additional Member, as appropriate. The effective date of a permitted Transfer of an Interest shall be no earlier than the last day of the calendar month that includes the date on which the Manager(s) had received such documentation as they shall determine in their discretion, is required pursuant to this Section 9 (the “Effective Transfer Date”). The transferring Member shall cease to be, and the transferee shall become, a substituted Member as to the Interest so Transferred at such time as the Effective Transfer Date has passed. Thereafter, the transferring Member shall have no rights or obligations with respect to the Company insofar as the Interest Transferred is concerned.

9.3. **Right of First Refusal**

- 9.3.1. **Notice of Bona Fide Offer.** If a Member receives from anyone a bona fide offer acceptable to the Member to purchase any Interest held by such Member, then the selling Member shall first give written notice thereof to the Company and other Member(s). The notice shall name the proposed transferee and state the Interest is to be transferred, the proposed price of the Interest, and all other terms and conditions of the offer.
- 9.3.2. **Election Period.** For thirty (30) days following receipt of such notice (“Election Period”), the Company shall have the option to purchase all or, with the consent of the selling Member, any lesser part of the Interest specified in the notice at the price and upon the terms set forth in such bona fide offer. The Election Period can be extended by a written agreement between the Company and Selling Member.
- 9.3.3. **Election of Right.** In the event the Company elects to acquire any of the Interest of the selling Member, the Company shall so notify the selling Member within the Election Period, and the settlement thereof shall be made within thirty (30) days after the Election Period.
- 9.3.4. **Non-Election of Right.** In the event the Company does not elect to acquire all of the Interest specified in the selling Member’s notice, said selling Member may, within the sixty (60) day period following the expiration of the Election Period, sell elsewhere the Interest specified in said selling

Operating Agreement  
Tangy Noodle LLC

Member's notice which was not acquired by the Company, provided that said sale shall not be on terms and conditions more favorable to the purchaser than those contained in the bona fide offer set forth in said selling Member's notice. All Interest so sold by said selling Member shall continue to be subject to the provisions of this Agreement.

**9.4. Disability or Death of Member.**

- 9.4.1. Upon either the death or Disability of any Member, (an "**Involuntary Selling Member**") the Manager(s), on behalf of the Company, shall have the right, exercisable at any time, within ninety (90) days after the Company learns of a Member becoming an Involuntary Selling Member to repurchase all of such Involuntary Selling Member's Interest for an amount in cash equal to the Fair Market Value of the Involuntary Selling Member's Interest. The Manager(s) shall exercise this right by sending written notice within said ninety (90) day period to the executor or representative of the Involuntary Selling Member, as the case may be, at his, her, or its address, if known, or to the Involuntary Selling Member in question at his or her address specifying a date within sixty (60) from the end of such ninety (90) day period when the repurchase shall be consummated. The Company may pay all or a portion of the repurchase price for such Involuntary Selling Member's Interest by setting off and canceling any indebtedness then owed by the Involuntary Selling Member to the Company, if any, with the balance of the repurchase price to be paid in cash.
- 9.4.2. Any Member who becomes an Involuntary Selling Member shall, automatically upon becoming an Involuntary Selling Member, no longer be entitled to vote upon any matter related to the Company, and such Member's Interest shall be limited to an economic interest only (no voting rights).
- 9.4.3. The Company may, at the discretion of the Manager(s), elect to purchase and maintain insurance policies on one or more of the Members for the purpose of providing for the purchase or redemption of all or a portion of an Involuntary Selling Member's Interest. In the event the Company receives the insurance proceeds to pay the Involuntary Selling Member for his or her Interest, any excess insurance proceeds shall be retained by the Company.

**10. DISSOLUTION AND TERMINATION**

- 10.1. **Dissolution.** The Company shall be dissolved and terminated upon the earliest to occur of the following:

- 10.1.1. all of the Members elect to dissolve the Company;
- 10.1.2. the entry of a decree of judicial dissolution of the Company, which is final and subject to appeal; or
- 10.1.3. when the provisions of Section 10.3 below have been met.

**10.2. Liquidation.**

- 10.2.1. Upon the dissolution of the Company, the Manager(s) shall proceed, within a reasonable time, to sell or otherwise liquidate the assets of the Company. The assets of the Company (whether consisting of cash, assets or a combination thereof) shall be distributed by the Manager(s) as follows:
- 10.2.1.1. first, all of the Company's debts and liabilities to Persons other than Members shall be paid and discharged (excluding secured creditors whose obligations will be assumed or otherwise transferred on the liquidation of Company assets), and any reserve deemed necessary by the Manager(s) for the payment of such debts shall be set aside; and thereafter

Operating Agreement  
Tangy Noodle LLC

- 10.2.1.2. all of the Company's debts and liabilities to Members shall be paid and discharged; and thereafter
- 10.2.1.3. to the Members in accordance with Section 4.

10.2.2. Upon dissolution, the Members shall look solely to the assets of the Company for the return of their Capital Contributions. The winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Manager.

10.3. **Termination.** The Company shall terminate when all property owned by the Company shall have been disposed of and the assets, after payment of, or due provision has been taken for, liabilities to Company creditors, shall have been distributed as provided in Section 10.2 of this Agreement. Upon such termination, the Manager(s) shall execute and cause to be filed a certificate of cancellation of the Company and any and all other documents necessary in connection with the termination of the Company.

10.4. **Effect of Certain Events on the Company's Existence.** The death or Disability of any individual Member or bankruptcy, dissolution, or similar event of any other Member shall not dissolve or terminate the Company.

11. **NON-COMPETE; NON-SOLICITATION**

11.1. **Non-Compete.** During the Restricted Period and within the Territory, Member(s) and Manager(s) shall not, and shall not permit any of their respective Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in a business competing against the Company's Business ("**Competing Business**"); (ii) have an interest in any Person that engages directly or indirectly in the Competing Business in any capacity, including as a partner, shareholder, member, franchisor, franchisee, employee, principal, agent, trustee or consultant; or (iii) intentionally interfere in any material respect with the business relationships (whether formed prior to or after the date of this Agreement) between the Company and customers or suppliers of the Company.

11.2. **Exceptions to Non-Compete.** Section 11.1 shall not apply to the following:

- 11.2.1. A written consent was provided by all Members on a matter basis permitting such competition; or
- 11.2.2. The Competing Business is engaged directly or indirectly, through the ownership interest or contractual relationship, by the Company as part of its business plan to set up a noodle restaurant chain.

11.3. **Non-Solicitation.** During the Restricted Period, Member(s) and Manager(s) shall not, and shall not permit any of their respective Affiliates to, directly or indirectly, solicit for employment, or advise or recommend to any other Person that they solicit for employment, any employee of the Company or its Affiliate(s).

11.4. This Section 11 shall survive the termination of this Agreement.

12. **INTELLECTUAL PROPERTY**

12.1. All intellectual property rights to the extent that exists in the restaurant's Menu, recipe, name, logo, website, software, trade secrets, confidential information, databases, photos, articles, blogs, social media posts, interior and exterior design, marketing design, and marketing materials shall belong to the Company disregarding (i) the date of its creation, (ii) its registration status with the United States Patent and Trademark Office; (iii) creator or author of such item; or (iv) Company's authorization for a third party to use such item.

13. **POWER OF ATTORNEY**

Operating Agreement  
Tangy Noodle LLC

13.1. **Grant of Power.** Each Member constitutes and appoints the Manager(s) as the Member's true and lawful attorney-in-fact ("**Attorney-in-Fact**") and in the Member's name, place, and stead, to make, execute, sign, acknowledge and, if appropriate, file:

13.1.1. all such documents or instruments to reflect the admission to the Company of a substituted Member, an additional Member, or the withdrawal of any Member, in the manner prescribed in this Agreement;

13.1.2. all such documents or instruments which the Manager(s) deems necessary, appropriate, or helpful in the ordinary course of the Company's Business, in the manner prescribed in this Agreement, but not limited to, documents to open accounts, acquire, hold, dispose of or encumber any investments; provided that, no such document shall subject the Member on whose behalf the power of attorney is being exercised to personal liability or is otherwise adversely affecting such Member's rights, privileges, benefits or obligations pursuant hereto;

13.1.3. all documents which the Attorney-in-Fact deems appropriate to reflect any amendment, change, or modification of this Agreement or any exhibit thereto;

13.1.4. any and all other certificates or other instruments required to be filed by the Company under the laws of the State of New York or of any other state or jurisdiction, including, without limitation, any certificate or other instruments necessary in order for the Company to continue to qualify as a limited liability company under the laws of the State of New York or to do business under the laws of any other state or jurisdiction; and

13.1.5. all documents which may be required to dissolve and terminate the Company.

13.2. **Irrevocability.** The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the extent permitted by applicable law, shall survive the death or disability of a Member. This power of attorney with respect to any transferring Member shall survive the Transfer of an Interest and the delivery of the notice of assignment for the sole purpose of enabling the Attorney-in-Fact to execute, acknowledge, and file any documents needed to effectuate the substitution and/or Transfer.

14. **MISCELLANEOUS**

14.1. **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed by the laws of the State of New York, without giving effect to principles of conflicts of law.

14.2. **Dispute Resolution.** Any and all disputes that arise out of, or relate to this Agreement, which includes all Exhibit(s), shall be decided only by binding arbitration in accordance with the rules of American Arbitration Association, in New York, New York and not by court action. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Parties shall each have the right of limited discovery in connection with any arbitration proceeding in accordance with the Federal and/or New York State Rules of Civil Procedure.

14.3. **Service of Process.** For purposes of any dispute, the parties agree that a notice to arbitrate under this provision may be made by electronic mail or letter correspondence to each party, and any other method of service is not required and is considered waived.



Operating Agreement  
Tangy Noodle LLC

- 14.4. **Waiver.** PARTIES HEREBY SPECIFICALLY GIVE UP: (I) ALL RIGHTS THE PARTIES MAY POSSESS TO HAVE SUCH DISPUTES DECIDED IN A COURT OR JURY TRIAL; AND (II) ALL JUDICIAL RIGHTS, INCLUDING THE RIGHT TO APPEAL FROM THE DECISION OF THE ARBITRATOR(S). IF EITHER PARTY SHOULD REFUSE TO SUBMIT TO ARBITRATION, SUCH PARTY MAY BE COMPELLED TO ARBITRATE UNDER NEW YORK LAW. PARTIES ACKNOWLEDGE THIS MUTUAL AGREEMENT FOR BINDING ARBITRATION IS VOLUNTARY.
- 14.5. **Attorney's Fee.** In general, each party shall bear its own costs, expenses, and attorneys' fees in connection with the dispute resolution. Notwithstanding the foregoing, the prevailing party is entitled to reimbursement of its reasonable attorneys' fees and costs in enforcing the arbitration clause, if the other party refuses to submit to arbitration.
- 14.6. **Exhibit(s), Entire Agreement, Amendment, and Severability.**
- 14.6.1. All Exhibit(s) attached to this Agreement, as the same may, from time to time, be required to be amended, form an integral part of this Agreement and are incorporated herein by reference. In the event of any inconsistency between any Exhibit(s) and the remainder of this Agreement, the text of the Exhibit(s) in question shall be deemed to control.
- 14.6.2. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
- 14.6.3. This Agreement may be amended and/or modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.
- 14.6.4. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
- 14.7. **Notice.** Except as set forth in Section 14.3, any notice, demand or request required or permitted to be given by either the Company or the Member pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered personally or deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the parties at the addresses of the parties set forth in Exhibit A or such other address as a party may request by notifying the other in writing.
- 14.8. **Successors and Assigns.** The rights and benefits of the Company under this Agreement shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company's successors and assigns. The rights and obligations of the Member under this Agreement may only be assigned with the prior written consent of the Company and any purported transfer otherwise shall be null and void.
- 14.9. **Enforcement of Rights.** No waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party thereafter from enforcing each and every other provision of this Agreement. The rights granted to both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

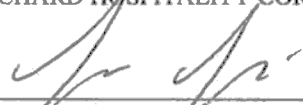
Operating Agreement  
Tangy Noodle LLC

14.10. **Counterparts; Electronic and Facsimile Signatures.** This Agreement may be executed in multiple original, facsimile, or electronic (PDF) counterparts, and each of such counterparts shall for all purposes be deemed original, and all such counterparts shall together constitute one and the same document.

14.11. **Cooperation.** The Member agrees upon request to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Agreement.

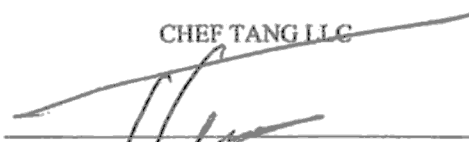
IN WITNESS WHEREOF, the undersigned Members have caused this counterpart signature page to this Limited Liability Company Operating Agreement to be duly executed on the date set forth below, to be effective as of the date set forth on the first page of this Agreement.

ORCHARD HOSPITALITY CORP



By: Leon Liu  
Title: Authorized Representative  
August 20, 2022

CHEF TANG LLC



By: Chen Lieh Tang  
Title: Authorized Representative, Sole Member  
August 22, 2022

## EXHIBIT A

## MEMBER CONTRIBUTIONS, INTERESTS, AND OBLIGATIONS

A-1. **General.** In case of any inconsistencies between any of the terms and conditions of the Agreement and this Exhibit A, the terms and conditions of this Exhibit A shall prevail and be deemed paramount to, and preempt, any conflicting provisions. All of the paragraphs and provisions contained in this Exhibit A are incorporated into the Agreement and made a part thereof with the same force and effect as if therein originally contained.

A-2. **Member and Interest.**

Member	Interest	Address
Orchard Hospitality Corp	67%	Will be located at 98 8 <sup>th</sup> Ave., New York, NY 10011
Chef Tang LLC	33%	42 E Broadway, New York, NY 10002

A-3. **Capital Contribution.**

Member	Capital Contribution
Orchard Hospitality Corp (New York State corporation)	<ul style="list-style-type: none"><li>The costs and expenses to be incurred before the soft opening of the first restaurant, including but not limited to the company registration, advertisement, additional furniture, kitchen and dining wares, trademark design and registration, renovation, fees for the professional services (marketing, legal, accounting, etc.), if any of these are applicable.</li></ul>
Chef Tang LLC (New York State limited liability company)	<ul style="list-style-type: none"><li>All personal properties currently located at the Property, including but not limited to the kitchen equipment, furniture, fixtures, etc.</li><li>Skills and experience of Mr. Chen Lih Tang ("Tang"), who is the sole Member of Chef Tang LLC, as a chef.</li><li>Tang's goodwill, professionally and personally, in the local community and restaurant industry.</li></ul>

A-4. **Member's Obligation.**A-4.1. **Obligation of Orchard Hospitality Corp.**

A-4.1.1. **Operation Cost Advancement.** Orchard Hospitality Corp ("Orchard") shall advance the costs and expenses to be incurred for the first restaurant's operation until the first restaurant becomes profitable. Such costs and expenses include the wage, utility, food, ingredient, beverage, maintenance, rent, insurance, etc. Such advancement shall become a debt of the Company and be repaid by the Company as a priority once the first restaurant becomes profitable. The Company hereby grants Orchard a lien for such debt on its property, including but not limited to the restaurant(s)' account receivable.

A-4.1.2. **Security Deposit Advancement.** Orchard shall advance the security deposit and other costs to be paid to the landlord under the Lease. Such advancement shall become a debt of the Company and be repaid by the Company as a priority once the first restaurant becomes profitable. The Company hereby grants Orchard a lien for such debt on its property, including but not limited to the restaurant(s)' account receivable.

A-4.1.3. **Coordination.** Orchard shall provide the necessary time, effort, and labor to set up the first restaurant and have it ready for the grand opening, including but not limited to hiring and coordinating with professional service providers, hiring the employees, trademark registration, renovation of the first restaurant, marketing, etc.

A-4.2. **Obligation of Chef Tang and Tang.**

Operating Agreement  
Tangy Noodle LLC

A-4.2.1. Lease. Chef Tang LLC and Tang shall ensure the landlord of the Property enters into a Lease with the Company within two (2) weeks of the execution of this Agreement, and ensure such Lease is *not* less favorable to the tenant than the current lease agreement on the Property, in terms of the lease term, security deposit, rent, insurance premium requirement, renovation cost, etc. Tang shall ensure smooth communication between the Company and the landlord of the Property.

A-4.2.2. Menu and Recipe Development. Chef Tang LLC and Tang shall develop the general Menus and the seasonal/holiday special Menus and the respective recipes based on the following schedule:

Menus and Recipes	Due Date
General Menus and Recipes	Within one (1) month of the execution of this Agreement
Spring/Holiday Special Menus and Recipes	TBD each year.
Summer/Holiday Special Menus and Recipes	TBD each year.
Fall/Holiday Special Menus and Recipes	TBD each year.
Winter/Holiday Special Menus and Recipes	TBD each year.

The respective Menus and recipes developed by Chef Tang LLC and Tang shall be documented both in writing and video recording, and provided to the Company before the Due Date listed above.

A-4.2.3. Training and Consulting. Chef Tang LLC and Tang shall provide training to all kitchen employees of the restaurant at least two (2) weeks before the soft opening of the restaurant. Chef Tang LLC and Tang individually shall provide coaching and advice to Manager(s) from time to time based on the Manager(s)' request and/or Chef Tang LLC and Tang's sole discretion to ensure the success of the restaurant.

A-4.2.4. Marketing Support. Chef Tang LLC and Tang shall provide the necessary support for Company to formulate a marketing strategy and materials, including but not limited to providing to the Company, and authoring the Company to use, without charge, Tang's personal and family history, story, and/or photos.

A-4.2.5 Tang shall be the kitchen supervisor and consultant. Y-W

A-5. Acknowledgement and Assurance.

A-5.1. Orchard, Chef Tang LLC, and Tang each hereby agree and acknowledge that, although the Member on this Agreement is Chef Tang LLC, the parties' cooperation and all arrangements under this Agreement are heavily relied on, and contingent upon, Tang's expertise, skills, experience, knowledge, know-how, goodwill, and the like both as a renowned chef and in the restaurant business operation.

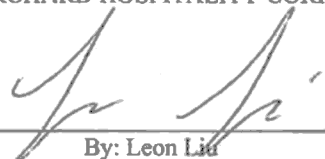
A-5.2. Chef Tang LLC and Tang assure that, given Tang's personal involvement is critical and fundamental to the arrangement under this Agreement, Tang shall maintain no less than 70% ownership interest in Chef Tang LLC throughout the term of this Agreement.

[Signature page to follow.]

Operating Agreement  
Tangy Noodle LLC

IN WITNESS WHEREOF, the undersigned Members and Tang have caused this counterpart signature page to this Exhibit A to Limited Liability Company Operating Agreement to be duly executed on the date set forth below, to be effective as of the date set forth on the first page of the Agreement.

ORCHARD HOSPITALITY CORP



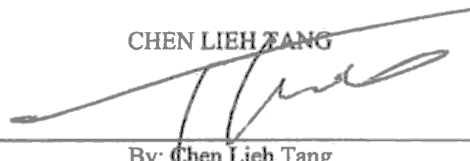
By: Leon Liu  
Title: Authorized Representative  
August 20, 2022

CHEF TANG LLC



By: Chen Lieh Tang  
Title: Authorized Representative, Sole Member  
August 22, 2022

CHEN LIEH TANG



By: Chen Lieh Tang  
August 22, 2022

Operating Agreement  
Tangy Noodle LLC

**EXHIBIT B****MANAGER(S)**

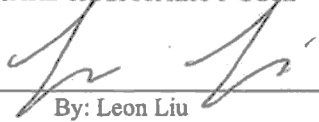
**B-1. General.** In case of any inconsistencies between any of the terms and conditions of the Agreement and this Exhibit A, the terms and conditions of this Exhibit B shall prevail and be deemed paramount to, and preempt, any conflicting provisions. All of the paragraphs and provisions contained in this Exhibit B are incorporated into the Agreement and made a part thereof with the same force and effect as if therein originally contained.

**B-2. List of Manager(s).**

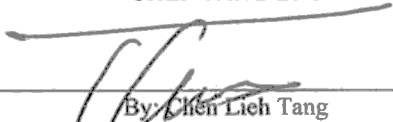
Manager(s)	Address
Orchard Hospitality Corp	Will be located at 98 8 <sup>th</sup> Ave., New York, NY 10011

**IN WITNESS WHEREOF**, the undersigned Members have caused this counterpart signature page to this Exhibit B to Limited Liability Company Operating Agreement to be duly executed on the date set forth below, to be effective as of the date set forth on the first page of the Agreement.

ORCHARD HOSPITALITY CORP

  
By: Leon Liu  
Title: Authorized Representative  
August 20, 2022

CHEF TANG LLC

  
By: Chen Lich Tang  
Title: Authorized Representative, Sole Member  
August 22, 2022

**FILED: NEW YORK COUNTY CLERK 01/30/2024 02:49 PM**

INDEX NO. 650501/2024

NYSCEF DOC. NO. 8

RECEIVED NYSCEF: 01/30/2024