AMENDED AND RESTATED
OPERATING AGREEMENT

OF

DIANA TIMBERLANDS, LLC

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "**Agreement**") shall be effective as of the 3rd day of October, 2026, by and among the undersigned as the current managers (each a "**Manager**" and collectively, the "**Managers**"), and **DIANA COMPANY, INC.**, a New York corporation with a place of business at 8763 Elijah Lake Drive, Harrisville, New York 13648 (P.O. Box 86, Carthage, New York 13619), as the sole member (the "**Member**"), with respect to **DIANA TIMBERLANDS, LLC**, a New York limited liability company with a place of business at 8763 Elijah Lake Drive, Harrisville, New York 13648 (P.O. Box 86, Carthage, New York 13619) (the "**Company**").

WHEREAS, the Member had previously adopted an Operating Agreement for the Company dated as of November 1, 2005 (the "**Existing Agreement**"); and

WHEREAS, the Member desires to completely amend and restate the Existing Agreement.

NOW, THEREFORE, in consideration of the mutual premises, covenants and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1
THE COMPANY

1.1 Continuation. The Member hereby agrees to continue the Company as a limited liability company pursuant to the provisions of the Limited Liability Company Act of New York, as the same may be amended from time to time (or any corresponding provisions of succeeding law) (the "**Act**").

1.2 Name. The name of the Company shall continue to be **DIANA TIMBERLANDS, LLC**, a New York limited liability company, and all business of the Company shall be conducted in such name. The Company may conduct business under an assumed name by filing an assumed name certificate in the manner prescribed by law.

1.3 Principal Place of Business. The principal place of business of the Company shall be within the State of New York and shall be 8763 Elijah Lake Drive, Harrisville, New York 13648 (P.O. Box 86, Carthage, New York 13619). The Board (as hereinafter defined) may change the place of business upon three days' notice to the Member.

1.4 Purpose. The purpose of the Company shall be to transact any and all business which may be legally transacted by a limited liability company pursuant to the Act.

1.5 Term. The term of the Company shall be perpetual unless the Company is earlier dissolved pursuant to the Act.

1.6 Filings; Act.

(a) The Articles of Organization of the Company (the "**Articles**") have been filed in the office of the New York State Department of State in accordance with the provisions of the Act. The Board shall take any and all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the State of New York and shall cause amendments to the Articles to be filed whenever required by the Act. Such amendments may be executed by any Manager (as hereinafter defined).

(b) Except as specifically set forth herein, the operation and affairs of the Company shall be governed by the provisions of the Act.

SECTION 2
MEMBER; CAPITAL CONTRIBUTION; PROPERTY

2.1 Member. Diana Company, Inc. is the sole Member of the Company. Diana Company, Inc. has a place of business at 8763 Elijah Lake Drive, Harrisville, New York 13648 (P.O. Box 86, Carthage, New York 13619). The Member shall continue as the sole Member of the Company.

2.2 Capital Contribution. The Member has previously made a capital contribution to the Company and shall not be required to make any further capital contribution in connection with the execution of this Agreement. The Member shall make such additional capital contributions as the Board and the Member may from time to time agree.

2.3 Limited Liability. The Member shall not be liable for the debts, liabilities, contracts or any other obligations of the Company.

2.4 Property. All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member or Manager shall have any ownership interest in any Company property in its individual name or right. The Member's ownership interest shall be personal property for all purposes.

SECTION 3
PROFITS, LOSSES AND DISTRIBUTIONS

3.1 Profits, Losses and Distributions. All profits, losses and distributions shall be allocated and distributed only to the Member.

SECTION 4
MANAGEMENT

4.1 **Appointment.** The management of the Company shall be vested in a Board of Managers (the "**Board**") comprised of the Board of Directors of the sole member (the "**Member Board**") (each, a "**Manager**"). The number of Managers comprising the Board shall equal the number of directors on the Member Board. To the extent that any current Manager is no longer a member of the Member Board, such Manager shall automatically, and without the need for any additional action, shall be deemed to have resigned as a Manager of the Company. Similarly, if a new member of the Member Board is elected such individual shall automatically, and without the need for any additional action, be deemed to have been elected as a Manger of the Company. The current individuals comprising the Board are set forth in the records of the Member. If a Manger is no longer serving as a Manager (for example, because such individual is no longer a member of the Member Board) or a new individual is serving as a Manager (because such individual becomes a member of the Member Board), the Member shall update its records accordingly and such records shall always reflect that the Managers be the same individuals who comprise the Member Board.

4.2 **Authority.** The Board shall have the sole and exclusive right to manage the business and affairs of the Company, shall have all of the rights and powers which may be possessed by managers under the Act, and is hereby authorized to take all steps and actions necessary and/or advisable to accomplish the purposes of the Company. Each Manager shall be entitled to cast one (1) vote on all matters submitted to a vote of the Managers.

4.3 **Right to Rely.** Any person dealing with the Company may rely upon a certificate signed by any Manager as to: (a) the identity of any Manager or any Member; (b) the existence or non-existence of any fact or facts which constitute a condition precedent to any acts by a Manager which acts are in any other manner germane to the affairs of the Company; (c) the person or persons who are authorized to execute and deliver any certificate, instrument or document on behalf of the Company; or (d) any act or failure to act by the Company or any matter whatsoever involving the Company or the Member.

4.4 **Regular Meetings of the Board.** Regular meetings of the Board may be held without notice at such time as shall from time to time be determined by the Board.

4.5 **Special Meetings of the Board.** Special meetings of the Board may be called by the President on seven (7) days' notice to each Director, either personally, by mail or electronically.

4.6 **Duties and Obligations of the Board.**

(a) The Board shall take all actions which may be necessary or appropriate for the continuation of the Company's valid existence as a limited liability company under the laws of the State of New York (and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Member or to enable the Company to conduct the business in which it is engaged).

(b) Each Manager shall have the fiduciary duty to conduct the affairs of the Company in the best interest of the Company and the Member, including the safekeeping and use of all property of the Company, whether or not in the immediate possession or control of the Board, and shall not employ or penult another to employ Company assets in any manner except for the exclusive benefit of the Company.

(c) Each Manager shall devote to the Company such time as may be necessary for the proper performance of all duties hereunder; provided, however, in no event shall any Manager be required to devote his full time to the performance of such duties.

4.7 Officers. The officers of the Board shall consist of a President, a Vice-President, a Secretary and a Treasurer. The Board may also elect an Assistant Treasurer, a General Manager and such other officers as the needs of the Company may, from time to time, require. The officers of the Member shall automatically serve as the officers of the Company, each such individual serving in the same office that such individual serves in for the Member.

4.8 Indemnification.

(a) No Manager or Member of the Company shall be liable to the Company or the Member for monetary damages for an act or omission in such person's capacity as a Manager or a Member, except for (i) acts or omissions which were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, (ii) any transaction from which a Manager derived an improper personal benefit to which the Manager was not legally entitled, or (iii) acts or omissions occurring prior to the date of this Agreement. If the Act is amended to authorize action further eliminating or limiting the liability of managers and members, then the liability of a Manager or Member of the Company shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of the governing sections of the Act shall not adversely affect the rights or protections of a Manager or Member existing immediately before such repeal or modification.

(b) The Company shall indemnify each Manager and the Member to the fullest extent permitted or required by the Act, as amended from time to time, and the Company may advance expenses incurred by a Manager or the Member upon the approval of the Board and the receipt by the Company of an undertaking by the Manager or Member to reimburse the Company unless it shall ultimately be determined that such Manager or Member is entitled to be indemnified by the Company against such expenses. The Company may also indemnify its employees and other representatives or agents up to the fullest extent permitted under the Act or other applicable law, provided that the indemnification in each such situation is first approved by the Board.

(c) The indemnification provided by this Agreement shall: (i) not be deemed exclusive of any other rights to which a person or entity seeking indemnification may be entitled under any statute, agreement, or otherwise, both as to action in official capacities and as to action in another capacity while holding such office; (ii) continue as to a person or entity who ceases to be a Manager or Member; (iii) inure to the benefit of the estate, heirs, executors, administrators or other successors of an indemnitee; and (iv) not be deemed to create any rights for the benefit of any other person or entity.

(d) The details concerning any action taken by the Company to limit the liability of, or indemnify or advance expenses to, a Manager, Member or other person or other entity shall be reported in writing to the Member (i) with or before the notice or waiver of notice of the next Member's meeting, (ii) with or before the next submission to the Member of a consent to action without a meeting or (iii) separately within ninety (90) days immediately following the date of the action, whichever is earlier.

4.9 Compensation. Each Manager may charge the Company for any reasonable expenses incurred in connection with the business of the Company. No Manager shall be entitled to receive any other fees or compensation for serving in such capacity, unless such fees or other compensation are approved by the Member.

SECTION 5
MISCELLANEOUS

5.1 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be delivered personally to the person or to an officer of the person to whom the same is directed, or sent by regular or certified mail, or by a national overnight courier service, addressed as follows: if to the Company, to the Company at the address set forth in **Section 1.3** hereof, or to such other address as the Company may from time to time specify by notice to the Member; if to the Member, to such Member at the address set forth in **Section 2.1** hereto or to such other address as such Member may from time to time specify by notice to the Company; and if to a Manager, to such Manager at the address set forth in the records of the Member or to such other address as a Manager may from time to time specify by notice to the Company. Any such notice shall be deemed to be delivered, given and received for all purposes as of the date (a) actually received, if delivered personally or if sent by regular mail or overnight courier; or (b) as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by certified mail, postage and charges prepaid.

5.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

5.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

5.4 Additional Documents. The Member, upon the request of any Manager, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

5.5 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person(s) may require.

5.6 **New York Law.** The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member and each Manager.

5.7 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5.8 **Counterpart Execution; Electronic Signatures.** This Agreement may be executed in any number of counterparts with the same effect as if all of the parties to the Agreement had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Facsimile and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Operating Agreement effective the day and year first set forth above.

DIANA COMPANY, INC., Member

By: _____
Its: _____

_____
Steve Gamble, Manager

_____
Brian Wohnsielder, Manager

_____
Tim Earl, Manager

_____
Mike Vecchio, Manager

_____
Tim Woods, Manager

_____
Peter Benson, Manager

_____
Scott LaPlatney, Manager