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Special Instructions to Filing Officer:

L. SELLERS

OCT -7 2011

**EXAMINER** 

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SECRETARY OF STATE



Registration Section

TO:

#### **COVER LETTER**

Division of Co	orporations	•	
SUBJECT:	ISLEWORTH C	CAPITAL GROUP, LLC	
SUBJECT:		ited Liability Company	***************************************
The enclosed Articles o	f Amendment and fee(s) are sui	omitted for filing.	
Please return all corresp	nondence concerning this matter	to the following:	
		Steven T. Burba	
		Name of Person	
	ISLEWO	RTH CAPITAL GROUP, LL	С
		Firm/Company	<del></del>
		8172 VIA ROSA	
		Address	· · · · · · · · · · · · · · · · · · ·
		ORLANDO, FL 32836	
	<del> </del>	City/State and Zip Code	
	bt	oigroupllc@gmail.com	
	E-mail address: (	to be used for future annual report notific	cation)
For further information	concerning this matter, please of	all:	
Steve Burba		at (_407_){Area Code & Daytime	332-0126
Name	of Person	Area Code & Daytime	Telephone Number
Enclosed is a check for	the following amount:		
\$25.00 Filing Fee	S30.00 Filing Fee & Certificate of Status	S55.00 Filing Fee & Certified Copy (additional copy is enclosed)	S60.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

MAILING ADDRESS:

Registration Section Division of Corporations P.O. Box 6327 Tallahassee, FL 32314 STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301



#### FLORIDA DEPARTMENT OF STATE Division of Corporations

August 19, 2011

STEVEN T. BURBA 8172 VIA ROSA ORLANDO, FL 32836

SUBJECT: ISLEWORTH CAPITAL GROUP, LLC

Ref. Number: L08000049535

We have received your document for ISLEWORTH CAPITAL GROUP, LLC and your check(s) totaling \$30.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Amended and Restated Articles of Organization and Articles of Amendment to Articles of Organization are two separate filings. Please determine which you would like filed and return to this office.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6967.

Letter Number: 711A00019499

Leslie Sellers Regulatory Specialist II

www.sunbiz.org

October 3, 2011

Leslie Sellers
Regulatory Specialist II
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL32301

Dear Ms. Sellers:

Pursuant to your letter (#711A00019499) regarding Isleworth Capital Group (L08000049535) filings, please find enclosed your letter, our original cover letter, and the original Amended and Restated Articles of Organization for Isleworth Capital Group, LLC. I believe you are still in possession of our \$30.00 check for the Filing Fee and Certificate of Status, since the check was not returned to me.

Further I would like to ask that the original filing date for this associated request be honored.

I apologize for my confusion with the forms and appreciate your help with this matter.

Sincerely,

Steven T. Burba

CEO

Isleworth Capital Group, LLC

#### AMENDED AND RESTATED ARTICLES OF ORGANIZATION

#### LIMITED LIABILITY COMPANY AGREEMENT.

OF

## ISLEWORTH CAPITAL GROUP, LLC, a Florida limited liability company

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PURCHASERS OF MEMBERSHIP INTERESTS IN ISLEWORTH CAPITAL GROUP, LLC ("INTERESTS") WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE INTERESTS HAVE NOT BEEN REGISTERED (i) UNDER ANY STATE SECURITIES LAW (THE "STATE ACT"), OR (ii) UNDER THE UNITED STATES SECURITIES ACT OF 1933. AS AMENDED (THE "FEDERAL ACT"), AND NEITHER THE INTERESTS NOR ANY PART THEREOF MAY BE SOLD, EXCHANGED OR OTHERWISE TRANSFERRED, EXCEPT (i) IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF ARTICLE IX OF THIS AGREEMENT, WHICH RESTRICT THE TRANSFER OF INTERESTS, (ii) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER EACH APPLICABLE STATE ACT OR IN A TRANSACTION WHICH IS EXEMPT FROM REGISTRATION UNDER EACH SUCH STATE ACT OR FOR WHICH SUCH REGISTRATION STATEMENT UNDER THE FEDERAL ACT OR IN A TRANSACTION WHICH IS EXEMPT FROM REGISTRATION UNDER THE FEDERAL ACT OR IN A TRANSACTION WHICH IS EXEMPT FROM REGISTRATION UNDER THE FEDERAL ACT OR FOR WHICH SUCH REGISTRATION OTHERWISE IS NOT REQUIRED.

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#### **List of Exhibits**

Florida Articles of Organization. Exhibit A-1: Qualification Papers. Exhibit A-2: Membership Information Exhibit. Exhibit B: Exhibit C: Glossary of Terms. Regulatory Allocations Exhibit. Exhibit D: Appraisal Exhibit Exhibit E: Actions Requiring Member Approval Exhibit. Exhibit F: Actions Requiring Manager Approval Exhibit. Exhibit G:



## LIMITED LIABILITY COMPANY AGREEMENT OF ISLEWORTH CAPITAL GROUP, LLC, a Florida limited liability company

This LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of ISLEWORTH CAPITAL GROUP, LLC (the "Company"), is made by and among the Persons whose names, addresses and taxpayer identification numbers are listed on the Membership Information Exhibit attached hereto as **Exhibit B**, as such may be amended from time to time (each a "Member", and collectively, the "Members"). Unless otherwise indicated, capitalized words and phrases used in this Agreement and not defined herein shall have the meanings set forth in the Glossary of Terms attached hereto as **Exhibit C**.

#### WITNESSETH:

WHEREAS, the Members hereto desire to form a limited liability company (the "Company") pursuant to the Florida Limited Liability Company Act, Fla. Stat. §608, et seq. (the "Act") for the specific purposes hereinafter provided.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereto do hereby covenant and agree as follows:

### ARTICLE I

SECTION 1.1 Formation; Foreign Qualification. The Company was formed on May 16, 2008, upon the filing of the Certificate in the Office of the Secretary of State of Florida in accordance with Act. A copy of the Certificate, including all amendments filed through the date of this Agreement, are attached hereto as Exhibit A-1. The Board of Managers shall cause to be executed and filed on behalf of the Company all other certificates, instruments or documents (and any amendments and/or restatements thereof) (collectively, the "Qualification Papers"), necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business (each a "Foreign Jurisdiction"). A copy of the Qualification Papers, including all amendments filed through the date of this Agreement, are attached hereto as Exhibit A-2. Furthermore, the Board of Managers shall do or cause to be done all such filing, recording, or other acts as may be necessary or appropriate from time to time to comply with the requirements of law for the continuation and operation of the Company under the laws of the State of Florida and in the states and jurisdictions in which the Company is qualified to transact business.

SECTION 1.2 <u>General Terms</u>; <u>Effective Date</u>. The rights and obligations of the Members and the terms and conditions of the Company shall be governed by the Act and this Agreement, including all the Exhibits to this Agreement. To the extent any provisions of the Act are inconsistent with respect to any subject matter covered in this Agreement then the provisions of this Agreement shall govern. This Agreement shall be effective as of the date of September 1, 2011.

**SECTION 1.3** Name. The name of the Company is ISLEWORTH CAPITAL GROUP, LLC. The Board of Managers shall be authorized to qualify the Company in any Foreign Jurisdiction under such other names as may be necessary for qualification. The Company's name may be changed only

by an amendment to the Certificate adopted by the Board of Managers and in accordance with Act.

- **SECTION 1.4** Purpose. The Company shall be permitted to transact or engage in any business or activity that may be lawfully conducted by a limited liability company under the Act.
- SECTION 1.5 Registered Agent; Registered Office; Principal Place of Business. The Company shall have and maintain a registered office and registered agent in the State of Florida as required by Act. The Company's initial registered agent and registered office are set forth in the Certificate. The Company's principal place of business shall be 8172 Via Rosa, Orlando, FL 32836-8789. The Company may change its registered office and registered agent in the State of Florida and its principal place of business from time to time pursuant to a duly adopted resolution by the Board of Managers.
- SECTION 1.6 <u>Commencement and Term.</u> The Company commenced at the time and on the date of the filing of the Certificate and pursuant to Act, the Company shall have a perpetual existence and shall continue until it is dissolved.
- SECTION 1.7 Management Generally. The full and entire management of the business and affairs of the Company is vested in a board (the "Board of Managers") comprised of one or more managers (each, a "Manager", and collectively, the "Managers") designated from time to time as provided by this Agreement. The Board of Managers shall have and may exercise all of the powers that the Company may exercise or perform. Except for situations in which the approval of the Members is expressly required by this Agreement or by nonwaivable provisions of applicable law, the Board shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, whether or not in the ordinary course of business, and to perform any and all other acts or activities customary or incident to the management of the Company's business.
- SECTION 1.8 <u>Title to Company Property</u>. All property and assets owned by the Company, in whatever shape or form they may appear (collectively, the "Company Assets"), shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any of the Company Assets in its individual name or right, and each Member's Interest shall be personal property for all purposes.
- SECTION 1.9 <u>Taxation as Partnership</u>. The Members intend that the Company be taxable as a partnership for federal and state income tax purposes. Certain of the definitions contained in this Agreement are a derivative of or refer to applicable partnership provisions of the Code and Regulations. In no event shall any such definition or any reference to any such provision give rise to an inference that the Company is not a limited liability company pursuant to the Act.

## ARTICLE II UNITS; UNIT CERTIFICATES; STATUS OF HOLDERS

SECTION 2.1 <u>Units; Classes; Initial Issuance of Units</u>. All interests in the Company, including a Member's Distributive Share of the capital, profits and losses of the Company and the right to receive distributions of the property of the Company, shall be as set forth in this Agreement. All such interests shall, for certain purposes as indicated in this Agreement, be represented by one or more classes of units as approved by the Members (collectively the "*Units*"). The Company shall initially have one only class of Units and shall authorize an initial issuance of 10,000 Units to the Members. A Supermajority

vote of the Members shall be required to authorize the issuance of additional Units, classes of Units or cause the conversion of Units from one class to another.

SECTION 2.2 <u>Unit Certificates; Legend</u>. At the election of the Board of Managers, the Company may issue to the Members certificates to evidence such Member's interest in the Company (collectively, upon issuance, the "*Unit Certificates*"). The form of the Unit Certificates for any class of Units shall be determined by the Board of Managers, but shall be required to include the following legend:

"THE INTERESTS (THE "UNITS") IN ISLEWORTH CAPITAL GROUP, LLC (THE "COMPANY") HAVE NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAW (THE "STATE ACT"), OR (ii) UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "FEDERAL ACT"). THE UNITS HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED, NOR WILL ANY ASSIGNEE OR TRANSFEREE OF ANY UNITS BE RECOGNIZED BY THE COMPANY AS HAVING ANY INTEREST IN THE COMPANY IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT WITH RESPECT TO THE UNITS UNDER THE FEDERAL ACT, THE STATE ACT AND ANY APPLICABLE STATE LAWS OR AN OPINION OF COUNSEL, WHICH OPINION AND COUNSEL SHALL BE SATISFACTORY TO THE COMPANY, THAT NO SUCH REGISTRATION IS REQUIRED.

THE TRANSFER OF UNITS IS SUBJECT TO CERTAIN RESTRICTIONS SET FORTH IN THAT CERTAIN LIMITED LIABILITY COMPANY AGREEMENT OF ISLEWORTH CAPITAL GROUP, LLC DATED AS OF SEPTEMBER 1, 2011, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. ANY PURPORTED TRANSFER OF UNITS NOT EXPRESSLY PERMITTED BY THE OPERATING AGREEMENT WILL NOT BE RECOGNIZED BY THE COMPANY, NOR WILL ANY ASSIGNEE OR TRANSFEREE OF ALL OR ANY UNITS BE RECOGNIZED AS HAVING ANY INTEREST IN THE COMPANY."

As of the date of this Agreement, no Unit Certificates have been issued by the Company to evidence the Members' Interest in the Company.

SECTION 2.3 <u>Unit Register; Registration of Transfer.</u> The initial Units issued to the Members are as shown on the Membership Information Exhibit attached hereto as <u>Exhibit B</u>. The Company shall keep at its principal place of business a register for the recordation of issuances and transfer of Units. The name, address and federal taxpayer identification number of each holder of one or more Units, each transfer thereof and the name and address of each transferee of one or more Units shall be register. Prior to due presentment for recordation of transfer, the Person in whose name any Unit shall be registered (each a "*Holder*") shall be deemed and treated as the owner and holder thereof for all purposes of this Agreement, and the Company shall not be affected by any notice or knowledge to the contrary. A Person shall not, by virtue of becoming a Holder, become a Member unless such Person is admitted as a Member pursuant to Article IX hereof. If Unit Certificates have been issued by the Company pursuant to Section 2.2 hereof, the Company shall reflect transfers of Units on the Unit register of the Company only upon the surrender of the old Unit Certificates evidencing the Units to be transferred, and the Company shall issue new Unit Certificates as may be required to evidence the ownership of the Units following the transfer.

SECTION 2.4 Record Date. For the purpose of determining Members entitled to notice or to vote at any meeting of the Members or any adjournment thereof, or Holders entitled to receive payment of any distribution, or in order to make a determination of Members or Holders for any other purpose, the date on which notice of the meeting is duly given or the date on which a Company resolution is adopted, as the case may be, shall be the record date for such determination of Members and Holders. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 2.4, such determination shall apply to any question of quorum or adjournment of such meeting.

SECTION 2.5 <u>Status of Units Purchased by Company</u>. Units acquired by the Company pursuant to the terms of this Agreement shall not be outstanding and shall become authorized and unissued Units.

## ARTICLE III CAPITAL CONTRIBUTIONS; LOANS

#### **SECTION 3.1** Capital Contributions; Future Issuance of Units.

- (a) The current Capital Contribution of each Member is reflected on the Membership Information Exhibit attached hereto as **Exhibit B**.
- (b) Any Person who is hereafter admitted as a Member and to whom the Company intends to issue Units of any class shall agree in writing to make contributions to the capital of the Company in respect of such Units in such aggregate amounts as the Members shall determine in their sole discretion. Upon receipt of such funds, the Company shall issue the number of Units of each class subscribed for by such Person. The Board of Managers shall amend the Membership Information Exhibit attached hereto as Exhibit B to reflect the type and number of Units subscribed for and issued to such Persons.
- **SECTION 3.2** Discretionary Capital; Preemptive Rights. Except as set forth in Section 3.1, no Member shall have any obligation to make Capital Contributions to the Company or otherwise to invest any funds in, or make any loan or advance to, the Company. If the Board of Managers determines that additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business, with the approval of a Supermajority of the Members, the Members may, in their sole discretion, make additional Capital Contributions upon such terms as are agreed to by the Board of Managers. In the event a Supermajority of the Members approves a request for additional Capital Contributions from the Members, each Member shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with the Member's respective Unit ownership. If a Member fails or is unable to meet a required Capital Contribution, the other Members may contribute their pro rata share of the contribution for the non-contributing Member and the non-contributing Member's Interest will be diluted in favor of such contributing Member or Members. A Member's pro rata share of the non-contributing Member's contribution is determined by dividing the Member's required additional Capital Contribution by the total required additional Capital Contributions of all of the Members willing to make such a contribution for the defaulting Member. The Broad of Managers shall amend the Membership Information Exhibit attached hereto as Exhibit B to reflect any additional Capital Contributions made by a Member (and any Units issued in respect ther Apputshant to this Section 3.2 and, if applicable, any resulting changes to the classes of Units then outstarting.

- SECTION 3.3 No Interest on Contributions. No Member shall have any right or entitlement to receive interest on any Capital Contribution.
- **SECTION 3.4** Loans. In the event that the Board of Managers determines that the Company requires funds in excess of amounts available on hand and amounts expected to be received from operations, the Company may borrow such funds from any Person, including one or more Members, as the Board of Managers shall determine in its discretion. The Company shall not make any loans to its Members without the approval of a Supermajority of the Members (excluding the interest of the Member making the loan). The terms of any loan from a Member shall be as determined by the Board of Managers and approved by a Supermajority of the Members (excluding the interest of the Member making the loan). With the exception of the Guaranteed Payments, the Company shall pay all principal and interest then due under any loan from a Member prior to making any distribution to the Members under the provisions of this Agreement. If any funds are available for payment of amounts due under loans from the Members, but such funds are insufficient to pay all such amounts due in full, payment shall be made pro rata according to the respective amounts due (including both principal and interest) on all Member loans. Except as otherwise provided in this Agreement, any Member who lends money to the Company shall be deemed a general creditor of the Company and not a Member for the purpose of paving principal and interest of any such loan.
- Assets for the return of its Capital Contributions and, except as otherwise provided in this Agreement, shall have no right or power to demand or receive property or eash from the Company. No Member shall have priority over any other Member as to the return of its Capital Contributions, distributions or allocations, except as provided in this Agreement or as agreed to in a separate written instrument signed by all of the Members as of the date of its execution.

## ARTICLE IV INTERIM DISTRIBUTIONS

## SECTION 4.1 <u>Fixed Annual Draws; Quarterly Tax Distributions; Other Distributions of Available Cash.</u>

- (a) The Company shall make distributions out of Available Cash to the Members, on such day(s) and in such amounts as determined by the Board of Managers, such that over the course of the calendar year, beginning with the year 2011, each Member receives its full Fixed Annual Draw as set forth on the Membership Information Exhibit attached hereto as <a href="Exhibit B">Exhibit B</a> (collectively, the "Fixed Annual Draws"). To the extent that Available Cash exists for the payment of some portion of the Fixed Annual Draws, but such funds are insufficient to pay all of the Fixed Annual Draws, payments shall be made pro rata according to the respective amounts due to the Members. The amount of the Fixed Annual Draws will be determined annually by a Supermajority vote of the Members.
- (b) The Company shall make quarterly distributions out of Available Cash (within 30 days of the end of the quarter) to the Members in an amount reasonably estimated by the Board of Managers to be sufficient to enable the Members to pay federal, state and local income taxes attributable to their Interests based on each Member's relative share of the Company's taxable income for the period (collectively, the "Tax Distributions").
- (c) Additionally, the Company may distribute such other Available Cash at the end of each calendar quarter, or any other time as determined by the Board of Managers, to the Members in



accordance with their respective Distributive Share.

SECTION 4.2 Withholding. In the event any federal, foreign, state or local jurisdiction requires the Company to withhold taxes or other amounts with respect to any Member's allocable share of Profits, taxable income or any portion thereof, or with respect to distributions, the Company shall withhold from distributions or other amounts then due to such Member an amount necessary to satisfy the withholding responsibility. In such a case, the Member for whom the Company has paid the withholding tax shall be deemed to have received the withheld distribution or other amount due and to have paid the withholding tax directly. If it is anticipated that at the due date of the Company's withholding obligation the Member's share of eash distributions or other amounts due is less than the amount of the withholding obligation, the Member with respect to which the withholding obligation applies shall pay to the Company the amount of such shortfall within ten (10) days after notice by the Company. In the event a Member fails to make the required payment when due hereunder, and the Company nevertheless pays the withholding, in addition to the Company's remedies for breach of this Agreement, the amount paid shall be deemed a recourse loan from the Company to such Member bearing interest at the Default Rate, and the Company shall apply all distributions or payments that would otherwise be made to such Member toward payment of the loan and interest, which payments or distributions shall be applied first to interest and then to principal until the loan is repaid in full.

SECTION 4.3 Noncash Interim and Liquidating Distributions. The Company shall make interim and liquidating distributions to the Members other than in cash only upon the Supermajority vote of the Members. In the event of such a noncash distribution, the Agreed Value of the property to be distributed shall be adjusted and any resulting Profits or Losses shall be posted to the Capital Accounts as of the date the noncash distribution is made.

## ARTICLE V POWERS, RIGHTS AND LIABILITIES OF MEMBERS

- SECTION 5.1 Management. Except as expressly set forth in this Agreement, no Member shall take part in, or interfere in any manner with, the conduct or control of the Company business, and no Member shall, acting solely in the capacity of a Member, be an agent of or have any right or authority to act or sign for, or to obligate or bind the Company, but a Member shall have all other rights of a "member" required pursuant to the Act.
- **SECTION 5.2** <u>Liability of Members.</u> Except as otherwise required by the Act, no Member shall be liable for any debts, obligations, liabilities or losses of capital or profits of the Company whether arising in contract, tort, or otherwise, in excess of their Capital Contributions.
- SECTION 5.3 No Member shall at any time be entitled to resign as a Member of the Company without the unanimous consent of the other Members.
- SECTION 5.4 No Dissenter's Rights. No Member or Holder shall have any right to dissent from and obtain payment of the fair value of his or her interest in the Company in the event or on the basis of, any action of the Company that is approved or taken in accordance with the provisions of this Agreement.
- SECTION 5.5 <u>Specific Actions Requiring Member Approval.</u> Each of the actions or activities listed on the Actions Requiring Member Approval Exhibit attached hereto as <u>Exhibit F</u>, shall



require a vote of the Members. The proportions necessary for approval of each such action or activity shall be as set forth on the Actions Requiring Member Approval Exhibit attached hereto as **Exhibit F**.

**SECTION 5.6** <u>Investment Representations.</u> Each Member represents and warrants as to the following:

- (a) The Member acknowledges that the Company will not register the issuance of the Units under the Securities Act of 1933, as amended, and the rules and regulations thereunder (the "Federal Act"), and any applicable state securities laws (collectively, the "State Acts") in reliance upon exemptions from registration contained in the Federal Act and the State Acts, and that the Company relies upon these exemptions, in part, because of the Member's representations, warranties, and agreements contained in this Agreement.
- (b) Each Member is acquiring its Interest for its own purpose, with the intention of holding the Interest for investment and with no present intention of dividing or allowing others to participate in this investment or of reselling or otherwise participating, directly or indirectly, in a distribution of the Interest; and it will not make any sale, transfer, or other disposition of the Interest without registration under the Federal Act and the State Acts unless an exemption from registration is available under the Federal Act and the State Acts.
- (c) The Member is familiar with the business in which the Company is or will be engaged, and based upon its knowledge and experience in financial and business matters, it is familiar with the investments of the type that it is undertaking to purchase; it is fully aware of the problems and risks involved in making an investment of this type; and it is capable of evaluating the merits and risks of this investment. The Member acknowledges that, prior to executing or joining this Agreement, it has had the opportunity to ask questions of and receive answers or obtain additional information from a representative of the Company concerning the financial and other affairs of the Company, and, to the extent it believes necessary in light of its knowledge of the Company's affairs, it has asked these questions and received satisfactory answers.
- (d) The investment that the Member is undertaking corresponds with the nature and size of its present investments and net worth, and the Member can financially bear the economic risk of this investment, including the ability to afford holding the Interest for an indefinite period or to afford a complete loss of this investment.
- SECTION 5.7 Non-Solicitation; Non-Competition. Each Member agrees that he will not, so long as he is either a Member, a Manager or an employee of the Company and for a period of one (1) year thereafter, (i) solicit for employment, hire or engagement as an employee or independent contractor, or permit any organization directly or indirectly controlled by such Member to solicit for employment, hire or engagement as an employee or independent contractor, any person employed by the Company or its subsidiaries, (ii) solicit or approach, or permit any organization directly or indirectly controlled by such Member to solicit or approach, any past or present customers or clients or the Company, or (iii) engage in business similar to that of the Company in the areas where the Company currently markets or plans to market its products and services, or otherwise interfere, disrupt or attempt to disrupt any past, present or prospective relationship, contractual or otherwise, between the Company and any of its customers or clients or other Persons with whom it deals.
- SECTION 5.8 Confidentiality. Each Member agrees that he must not, directly or indirectly, during the time he is either a Member, Manager or an employee of the Company, and for one (1)



year thereafter, divulge to any Person, or use for his own benefit, any Confidential Information of the Company, or at any time divulge to any Person, or use for his own benefit, any Trade Secrets of the Company.

## ARTICLE VI MEETINGS OF MEMBERS; VOTING

- SECTION 6.1 Annual Meeting. The Members shall hold a meeting annually, within four (4) months after the end of the Fiscal Year of the Company. The Members shall hold the annual meeting at such time and place and on such date as the Board of Managers shall determine from time to time and as shall be specified in the notice of the meeting. Failure to hold the annual meeting of Members as provided above shall not invalidate any actions taken by the Company after the failure to hold the annual meeting as provided above.
- **SECTION 6.2** Special Meetings. Any two (2) Managers, and any Member or Members owning more than ten percent (10%) of the outstanding Units, may call a special meeting of Members, for any purpose or purposes, unless otherwise prescribed by statute. The Members shall hold any such special meeting at such time and place and on the date specified in the notice of the meeting.
- SECTION 6.3 Notice of Meetings. The Company shall give written notice of annual or special meetings of Members stating the place, date, and hour of the meeting not less than five (5) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Board of Managers or Person(s) calling the meeting, to each Member entitled to vote at such meeting. Notice of any meeting may be waived by an instrument in writing executed before or after such meeting. The notice for any annual meeting need not specify the purpose of the meeting or the business to be transacted. The notice for any special meeting of Members shall state the purpose or purposes for which the meeting is called. Attendance at any meeting in person or by proxy shall constitute a waiver of notice thereof.
- SECTION 6.4 <u>Meeting of All Members</u>. If all of the Members shall meet at any time and place, either within or outside of the State of Florida, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any lawful action may be taken.
- SECTION 6.5 Quorum. At all meetings of Members, Members holding a Supermajority of the Units held by all Members shall constitute a quorum for the transaction of business. In the absence of a quorum at any such meeting, Members holding a majority of the Units represented at the Meeting, may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. If at the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of members whose absence would cause less than a quorum to be present.

#### SECTION 6.6 Manner of Acting.

(a) One Unit One Vote. Each Member shall be entitled to cast one vote for every authorized and outstanding Unit then held by such Member. Any Units held by the Company pursuant to



the terms of this Agreement shall not be voted or counted in determining the result of any vote of the Members. If any Member shall have made an assignment of any of their Units to any Person who is not a Member, such Holder shall not be entitled to vote such Units and the Member in whose name the Units are held shall east the vote of such Units. Notwithstanding, the foregoing, upon the death, disability or dissolution of any Member the Personal Representative of such Member shall be entitled to vote all of the Units for which the Member has the right to vote.

- (b) <u>Required Approvals</u>. If a quorum is present, the affirmative vote of Members holding a majority of the Units represented at the meeting and entitled to vote shall be the act of the Members, unless the vote of a greater or lesser proportion or number shall be otherwise required by the Act or by this Agreement, including, without limitation, the proportions necessary as set forth in the Actions Requiring Member Approval Exhibit attached hereto as <u>Exhibit F</u>.
- (c) <u>Conflicting Interests</u>. Unless otherwise expressly provided in this Agreement or required under applicable law, Members who hold Units entitled to vote and who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent may vote or consent upon any such matter and their vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.
- SECTION 6.7 <u>Election of Managers</u>. At each annual meeting, each of the Members owning the two (2) largest percentages of authorized and outstanding Units shall be entitled to designate one Manager to the Board of Managers. Any remaining seats on the Board of Managers shall be designated and elected by a majority vote of the Members. Each Manager shall serve at the pleasure of the Members or until the election of their successors
- SECTION 6.8 Proxies. At all meetings of Members, a Member may attend and vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Board of Managers (or the Secretary of the Company if one has been appointed), before or at the commencement of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.
- SECTION 6.9 Action by Members without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the Members holding the requisite number of Units as may be required to approve such action and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records with a copy of such consent transmitted to all Members within ten (10) days after such action becomes effective. Action taken under this Section 6.9 shall be effective when the requisite number of Members required to approve such action have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.
- SECTION 6.10 <u>Waiver of Notice</u>. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.
- **SECTION 6.11** <u>Meeting by Telephone; Action by Consent.</u> Members may attend and participate in any meeting either in person, by proxy, or by means of conference telephones or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by proxy or by means of such communications equipment shall constitute



presence in person at any meeting. Attendance by any of the forgoing means at such meeting shall constitute a waiver of notice thereof.

#### ARTICLE VII BOARD OF MANAGERS

**SECTION 7.1** Number, Tenure, and Qualifications. The Board of Managers shall consist of two (2) Managers, unless otherwise approved by a unanimous vote of the Members. The initial Board of Managers shall be:

Manager Name

Scott R. Burba

Designated By Scott R. Burba

Steven T. Burba

Designated By Steven T. Burba

Managers may be, but need not be, Members, individuals, or residents of the State of Florida. Once elected each Manager shall serve until the first to occur of the death, resignation, insolvency, dissolution or removal of such Manager, or until a successor to such Manager shall have been elected by the Members.

Manager shall take any action permitted to be taken by the Board of Managers or otherwise bind or obligate the Company unless the Managers act at any regular or special meeting of the Board of Managers held in accordance with Section 7.4 of this Agreement or by written consent in accordance with Section 7.5 of this Agreement. At any time when there is more than one (1) Manager, a majority of the Managers shall constitute a quorum for the transaction of business at any meeting of the Board of Managers. Notwithstanding the foregoing, at any time when there are two (2) Managers, both of the Managers shall be required to constitute quorum for the transaction of business at any meeting of the Board.

**SECTION 7.3** <u>Vacancies.</u> Any vacancy created by reason of the death, resignation, insolvency, dissolution or removal of any Manager designated to that position by a particular Member as provided in <u>Section 6.7</u>, shall be filled by a new Manager designated by that Member. Any vacancy created by reason of the death, resignation, insolvency, dissolution or removal of the "at large" Manager elected to that position as provided in <u>Section 6.7</u>, shall be filled by a new Manager elected by the Members in accordance with <u>Section 6.7</u>.

#### SECTION 7.4 Meetings of the Board of Manager.

- (a) The Board of Managers shall meet annually, without notice, following the annual meeting of the Members. The Board of Managers may set any number of regular meetings by resolution. No notice need be given for any annual or regular meeting of the Board of Managers.
- (b) The President (if one has been appointed) or any two Managers may call at any time a special meeting of the Managers, on two (2) days' written notice to each Manager, which notice shall specify the time, place and purposes of the meeting. Managers may waive notice of any such meeting by an instrument in writing executed before, during or after the meeting.
- (c) Managers may attend and participate in meetings either in person or by means of conference telephones or similar communications equipment by means of which all persons participating in



the meeting can hear each other, and participation in a meeting by means of such communications equipment shall constitute presence in person at any meeting. Attendance by any of the forgoing means at such meeting shall constitute a waiver of notice thereof.

SECTION 7.5 Action in Lieu of Meeting. Any action to be taken at a meeting of the Board of Managers, or any action that may be taken at a meeting of the Board of Managers, may be taken without a meeting if number of the Managers required to pass such action sign a consent in writing, setting forth the action so taken, and any further requirements of law pertaining to such consents have been complied with.

**SECTION 7.6** Resignation. A Manager may resign at any time by giving written notice to Members. The resignation of a Manager takes effect upon receipt of such notice or at such later time as is specified in such notice, and, unless otherwise specified in such notice, the acceptance of such resignation is not necessary to make it effective. The resignation of a Manager does not affect the Manager's rights as a Member and does not constitute a withdrawal of a Member.

SECTION 7.7 **Removal.** Managers designated to that position by a particular Member as provided in Section 6.7 may only be removed without cause by the Member entitled to designate them as a Manager. Managers designated to that position by a particular Member as provided in Section 6.7 may be removed for cause upon the vote of Members holding a Supermajority of the Units held by all Members; provided, however, no Member who has the power to directly appoint a Manager pursuant to Section 6.7, and who has appointed themselves as a Manager may be removed by a vote of the other Members. Any "at large" Manager elected to that position as provided in Section 6.7, may be removed, with or without cause, upon the vote of Members holding a Supermajority of the Units held by all Members. For this purpose of this Section 7.7, "cause" shall mean (i) the breach by the Manager of his or its material duties or obligations under this Agreement or under any other written agreement between such Manager and the Company, which breach continues unremedied for thirty (30) days after written notice thereof from any Member specifying the nature of the breach and requesting that it be remedied, (ii) willful misconduct, dishonesty or other act or omission resulting in material damage to the Company, (iii) acts or omissions involving moral turpitude, or (iv) in the case of a Manager who is also a Member, the cessation of such Person's membership in the Company. Any removal of a Manager shall be effective at such time as determined by the Member(s) causing the removal to occur.

SECTION 7.8 Powers of Board of Managers. Subject to the limitations imposed by this Agreement and by any nonwaivable provision of applicable law, the Board of Managers shall have the authority to take the actions, set forth in the Actions Requiring Manager Approval Exhibit attached hereto as Exhibit G on behalf of the Company. Unless the vote of a greater or lesser proportion or number shall be otherwise required by the Act or by this Agreement, including, without limitation, as set forth in the Actions Requiring Manager Approval Exhibit attached hereto as Exhibit G, the vote of a majority of the Managers be required for approval of any action or activity. Notwithstanding the foregoing, at any time when there are two (2) Managers, the agreement of both of the Managers shall be required for the approval of any action. Unless authorized by the Board of Managers or this Agreement, no Manager, Officer, attorney-in-fact, employee, or other agent of the Company, and no Member, acting in its capacity as a Member, shall have any power or authority to act on behalf of or bind the Company in any manner.

SECTION 7.9 <u>Restrictions on Authority of Board of Managers</u>. Without the consent of the Members as set forth on the Actions Requiring Member Approval Exhibit attached hereto as <u>Exhibit F</u>, the Board of Managers shall not have authority to do any of the following:

(a) Do any act in contravention of this Agreement.

- Do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in this Agreement.
  - (c) Dissolve or liquidate the Company.
- (d) Sell, liquidate or otherwise dispose of all or substantially all of the assets of the Company.
- (e) File a voluntary bankruptcy petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignce, sequestrator, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any such action.
- (f) Amend, modify or alter this Agreement; provided, however, that the amendment of the Membership Information Exhibit attached hereto as <u>Exhibit B</u> in accordance with this Agreement shall be deemed not to constitute an amendment, modification, or alteration of this Agreement for purposes of this <u>Section 7.8(f)</u>.
  - (g) Merge or consolidate with any other entity.

SECTION 7.10 Duties of Managers; Limitation of Liability. The Managers shall act in good faith and in the best interest of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. No Manager shall have any liability to the Company or any Member for any loss suffered by the Company or any Member that arises out of any act or omission by the Manager, if such Manager performs its duty in compliance with the standard set forth in the immediately preceding sentence, except loss or damage resulting from intentional misconduct, knowing violation of law, gross negligence or a transaction from which the Manager received a personal benefit in violation or breach of the provisions of this Agreement or its obligations to the Company. To the fullest extent permitted under the Act or any successor statute, the Company shall indemnify, defend and hold each Manager harmless from, against and in respect of any liabilities, damages, losses, costs or expenses incurred by the Manager as a result of any act or omission believed by the Manager in good faith to be within the scope of authority conferred upon it by this Agreement, provided such act or or section was not the result of intentional misconduct, knowing violation of law, gross negligence or a transaction for which such Manager received a personal benefit in violation or breach of the provisions of this Agricument or obligations to the Company.

#### SECTION 7.11 Compensation of Managers; Expenses.

- (a) No Manager shall receive any salaries or other compensation for the hear its service, except as may be authorized in writing by and with the unanimous consent of the Meabers.
- (b) Without limiting Section 7.11(a), the Company shall reimburse each Manager for costs and expenses reasonably paid or incurred by the Manager in the management of the Company,

including, but not limited to, for (i) legal, accounting and reporting and (ii) travel and travel-related costs and expenses.

SECTION 7.12 Non-Solicitation; Non-Competition. Each Manager agrees that he will not, so long as he is either a Manager or an employee of the Company and for a period of one (1) year thereafter, (i) solicit for employment, hire or engagement as an employee or independent contractor, or permit any organization directly or indirectly controlled by such Manager to solicit for employment, hire or engagement as an employee or independent contractor, any person employed by the Company or its subsidiaries, (ii) solicit or approach, or permit any organization directly or indirectly controlled by such Manager to solicit or approach, any past or present customers or clients or the Company, or (iii) engage in business similar to that of the Company in the areas where the Company currently markets or plans to market its products and services, or otherwise interfere, disrupt or attempt to disrupt any past, present or prospective relationship, contractual or otherwise, between the Company and any of its customers or clients or other Persons with whom it deals.

**SECTION 7.13** Confidentiality. Each Manager agrees that he must not, directly or indirectly, during the time he is either a Manager or an employee of the Company, and for one (1) year thereafter, divulge to any Person, or use for his own benefit, any Confidential Information of the Company, or at any time divulge to any Person, or use for his own benefit, any Trade Secrets of the Company.

## ARTICLE VIII OFFICERS

SECTION 8.1 General Provisions. The Company may have a President, a Secretary and a Treasurer appointed by the Board of Managers, and such other officers as may be nominated by the President, Secretary or Treasurer as set forth herein and approved from time to time by the Board of Managers (collectively, the "Officers"). Each Officer of the Company, including the President, Secretary or Treasurer, shall serve at the pleasure of the Board of Managers. The same individual may hold any two or more offices. Officers may be, but need not be, Managers or Members.

SECTION 8.2 President. The President shall be the chief executive officer of the Company and shall have general and active management of the operation of the Company subject to the authority of the Board of Managers. The President shall be responsible for the administration of the Company, including general supervision of the policies of the Company and general and active management of the financial affairs of the Company, and may execute such writings, agreements, bonds, mortgages, contracts or other documents in the name and on behalf of the Company as directed by the Board of Managers. The Board of Managers may delegate to the President any power or decision making authority vested in the Board of Managers, provided that such delegation is made in writing signed by the required number of Managers for such activity and such writing is maintained with the Company minutes. Any delegation of such authority may be revoked in writing by a majority of the Managers and such written revocation shall be maintained with the Company minutes.

SECTION 8.3 Secretary. The Secretary shall keep minutes of all meetings of the Members and the Board of Managers and have charge of the minute books and Unit register and shall be responsible for authenticating records of the Company. The Secretary will have authority to give all notices required by the Act, other applicable law, or this Agreement. The Secretary will have authority to affix the company seal to any lawfully executed document and shall sign any instruments that require his or her signature. The Board of Managers may delegate to the Secretary any power or decision making authority vested in the Board of Managers, provided that such delegation is made in writing signed by the

required number of Managers for such activity and such writing is maintained with the Company minutes. Any delegation of such authority may be revoked in writing by a majority of the Managers and such written revocation shall be maintained with the Company minutes.

SF.CTION 8.4 Treasurer. The Treasurer will have responsibility for the custody of all funds an a securities belonging to the Company and for the receipt, deposit, or disbursement of funds and securities under the direction of the Board of Managers. The Treasurer shall cause to be maintained true accordants of all receipts and disbursements and shall make reports of these to the Board of Managers and president. The Board of Managers may delegate to the Treasurer any power or decision making authority vested in the Board of Managers, provided that such delegation is made in writing signed by the required number of Managers for such activity and such writing is maintained with the Company minutes. Any delegation of such authority may be revoked in writing by a majority of the Managers and such written revocation shall be maintained with the Company minutes.

**SECTION 8.5** <u>Vice Presidents; Directors.</u> The Company may have one or more Vice Presidents or Directors, nominated by the Board of Managers, who shall perform such duties and have such powers as the Board of Managers might deem advisable.

**SECTION 8.6** Assistant Secretaries and Treasurers. The Company may have one or more assistants to the Secretary and Treasurer, nominated by the Secretary or Treasurer, as applicable, and approved by the Board of Managers, who shall assist the Secretary or Treasurer, as applicable in the performance of their duties.

SECTION 8.7 Resignation. Any Officer may resign at any time by giving written notice to Board of Managers. The resignation of an Officer takes effect upon receipt of such notice or at such later time as is specified in such notice, and, unless otherwise specified in such notice, the acceptance of such resignation is not necessary to make it effective. The resignation of an Officer does not affect the Officers' rights as a Member or a Manager and does not constitute a withdrawal of a Member or a resignation of a Manager.

SECTION 8.8 Duties of Officers; Limitation of Liability. The Officers shall act in good faith and in the best interest of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. No Officer shall have any liability to the Company or any Member or Holder for any loss suffered by the Company or any Member or Holder that arises out of any act or omission by the Officer, if he or she performs his or her duty in compliance with the standard set forth in the immediately preceding sentence, except loss or damage resulting from intentional misconduct, knowing violation of law, gross negligence or a transaction for which the Officer received a personal benefit in violation or breach of the provisions of this Agreement or his or her obligation to the Company. To the fullest extent permitted under the Act or any successor statute, the Company shall indemnify, defend and hold each Officer harmless from, against and in respect of any liabilities, damages, losses, costs or expenses reasonably incurred by the Officer as a result of any act or omission believed by him or her in good faith to be within the scope of authority conferred upon him or her by this Agreement, provided such act or omission was not the result of intentional misconduct, knowing violation of law, gross negligence or a transaction for which such Officer received a personal benefit in violation or breach of the provisions of this Agreement or his or her obligation to the Company.

#### SECTION 8.9 <u>Compensation of Officers; Expenses.</u>

- (a) The compensation of the Officers, if any, shall be set by the Board of Managers from time to time.
- (b) Without limiting Section 8.9(a), the Company shall reimburse each Officer for costs and expenses reasonably paid or incurred by the Officer in the exercise of their duties to the Company, including, but not limited to, for (i) legal, accounting and reporting and (ii) travel and travel-related costs and expenses.

## ARTICLE IX TRANSFER OF INTERESTS/NEW MEMBERS

- **SECTION 9.1** <u>In General.</u> Every Transfer of a Unit shall be subject to all of the terms, conditions, restrictions, and obligations of this Agreement. Any attempted Transfer of a Unit which does not comply with the provisions of this <u>Article IX</u> shall be void and the Company shall not recognize the attempted purchaser, assignee, or transferee for any purpose whatsoever, and the Member attempting such Transfer shall have breached this Agreement.
- SECTION 9.2 <u>Conditions Precedent to Transfer of Units.</u> A Member may Transfer all or any portion of the Units owned by the Member <u>only</u> if all of the following conditions are satisfied:
- (a) At least forty five (45) days prior to any proposed Transfer of a Unit, the Member proposing the Transfer (the "*Transferor*") shall give written notice of all the details thereof to all Members, including the name of the proposed transferee, the date of the proposed Transfer, the number of Units to be transferred, the price or other consideration, if any, to be received, and a complete description of all noncash consideration to be received.
- (b) The Transferor agrees to reimburse the Company for any expenses reasonably incurred by the Company in connection with the consummation of the Transfer.
- (c) The Transferor and its purchaser, transferee or assignee, shall execute, acknowledge, and deliver to the Company such instruments of transfer and assignment with respect to such transaction as are in form and substance reasonably satisfactory to the Company, including, without limitation, the written agreement of the purchaser, transferee or assignee to assume and be bound by all of the obligations of the transferor under this Agreement.
- (d) The Transfer does not result in the tax termination of the Company within the meaning of Code §708(b) and does not result in the Company being treated as a corporation pursuant to Code §7704 or Treasury Regulations §1.7704-1.
- (e) Either (i) the Transfer is to the heirs, devisees or legatees of a deceased Member; (ii) the Company determines that the Units to be transferred are not securities; (iii) the Units of the Company are registered under the Federal Act and any applicable State Acts; or (iv) the Company determines that the Transfer qualifies for an exemption from the registration requirements of the Federal Act and any applicable State Acts. The Company has no obligation or intention to register the Units of the Company for resale under the Federal Act and any applicable State Acts or to take any action which would make available any exemption from the registration requirements of such laws.

- (f) If the proposed Transfer is an Optional Purchase Event, the Member shall have complied with the provisions contained in this <u>Article IX</u> and the Appraisal Exhibit attached hereto as **Exhibit E**.
- (g) The Transfer is not in violation of any material provision of any agreement, contract or loan then binding on the Company.
- (h) In their discretion, the non-transferring Members may by a vote of the majority Unit holders of the non-transferring Members, require as a condition precedent to any Transfer of a Unit, delivery to the Company, at the proposed Transferor's expense, of an opinion of counsel satisfactory (both as to the counsel and substance of the opinion) to the non-transferring Members that the proposed Transfer will satisfy all of the conditions set forth in <u>Subsections 9.2(d) and (e)</u>.

#### SECTION 9.3 Right of First Refusal.

- (a) Upon the occurrence of an Optional Purchase Event with respect to a Member, the Company first (acting through the Board of Managers), followed by all of the other Members equally, shall have successive options to purchase all, but not less than all, of the Units offered for Transfer by the Transferor pursuant to the terms and conditions set forth in this Agreement. Upon the occurrence of an Optional Purchase Event, the Member with respect to whom the Optional Purchase Event has occurred shall immediately give written notice to the Company and to all Members (unless such notice has been previously given under Section 9.2(a)), which notice shall describe the Optional Purchase Event. If the Member with respect to whom the Optional Purchase Event has occurred does not provide such notice and another Member or a Manager knows of the occurrence of such Optional Purchase Event, such Member or Manager may send written notice of the Optional Purchase Event to the Company, and if the Company determines that Optional Purchase Event has occurred, the Company shall provide to all Members the notice that should have been sent by the Person with respect to whom the Optional Purchase event has occurred.
- (b) For purposes of this Agreement, the term "Optional Purchase Event" shall mean any of the following:
  - (i) The delivery of prior notice of a proposed Transfer as required under <u>Section 9.2(a)</u> unless the delivery of such prior written notice is with respect to a proposed Transfer to a Permitted Transferee:
  - (ii) In the case of any Transferor that is an individual, the entry by any court of an order or adjudication that the current or former spouse of the Transferor has acquired any rights in the Member's Units as a result of divorce, equitable distribution, or community property partition proceedings pursuant to the laws of any state or jurisdiction;
  - (iii) With respect to a Transferor who is an individual, the death or adjudication of incompetence of the Transferor; or
  - (iv) In the case of any Transferor that is not an individual, estate or trust, upon the occurrence of any event that causes such Transferor to cease to be controlled, directly or indirectly, by the same Person or group of Persons who controlled the Transferor on the date the Transferor first acquired all or any portion of its Units.

For this purpose, "control" means the ability to direct ultimately the business or affairs of the Member or assignee.

- (c) If the Optional Purchase Event is a proposed Transfer of Units for cash, indebtedness, property or other consideration, then the Company's and the other Members' successive options shall be to purchase the Units for the fair market value of the consideration proposed to be received for the Transfer of the Units, payable at the closing described below, and pursuant to all of the other terms and conditions of the proposed Transfer. The Transferor and the Company (acting on its own behalf or on behalf of all Members who exercise their option to purchase hereunder, as applicable) shall attempt to agree, in writing, on the fair market value of any noncash consideration to be received in the proposed Transfer. If the Transferor and the Company are unable to agree on the fair market value of the noncash consideration within thirty (30) days following the exercise of the options to purchase granted in this Section 9.3, either the Transferor or the Company may by notice to the other commence the Appraisal Process described in the Appraisal Exhibit attached hereto as Exhibit E.
- (d) If the Optional Purchase Event is not a Transfer for consideration, then the successive options shall be for a purchase price equal to (i) the fair market value of such Units as of the last day of the calendar month immediately prior to the occurrence of the Optional Purchase Event (the "Valuation Date"). The Transferor and the Company (acting on behalf of all Persons who have options to purchase hereunder) shall attempt in good faith to agree on the fair market value of the Units to be Transferred. If the Transferor and the Company are unable to agree on the fair market value of the noncash consideration within thirty (30) days following the exercise of the options to purchase granted in this Section 9.3, either the Transferor or the Company may by notice to the other commence the Appraisal Process described in the Appraisal Exhibit attached hereto as Exhibit E.
- (e) The Company shall provide written notice of exercise of the option to the Transferor and to all other Members within thirty (30) days following the written notice to all Members of the occurrence of the Optional Purchase Event specifying whether or not the Company is exercising its option to purchase the Interest pursuant to this Section. A failure by the Company to give any notice within such period shall be deemed to be a notice of nonexercise. In the event the Company does not exercise its option, then all of the non-selling Members shall have the option to purchase the Units on the same terms as the Company in proportion to the relative number of Units held by all the non-selling Members. In order to exercise its option pursuant to this Section, a Member shall provide written notice of exercise of the option to the Transferor, the Company and all other Members within ten (10) days following the Company's notice of nonexercise. A failure by a Member to give the required notice within such period shall be deemed to be a notice of nonexercise. If any Member elects not to exercise their option, then those Members that do exercise their option shall be entitled to acquire the Units that could have been acquired by the nonexercising Members in proportion to the relative number of Units held by the exercising Members. Any party with an option to purchase pursuant to this Article IX may waive its option at any time by notice of such waiver to the Transferor, the Company and all other Members.
- (f) In the event the Company or any Member exercises an option hereunder, but fails to tender the required consideration at the closing, the Transferor shall have all rights and remedies against the Company or the exercising Members available for breach of contract.
- SECTION 9.4 Rights of Assignees. If a Transfer complies with the provisions of this Article IX, but the Person acquiring such Interest is not admitted as a Member pursuant to the following Section 9.5, such Person shall become an assignee with respect to such Interest and in accordance with the Act. Such assignee is not entitled to become, or to exercise any rights or powers of, a Member. An

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assignee with respect to an Interest is entitled only to receive distributions and allocations with respect to such Interest as set forth in this Agreement, and shall have no other rights, benefits or authority of a Member under this Agreement or the Act, including without limitation no right to receive notices to which Members are entitled under this Agreement, no right to vote, no right to inspect the books or records of the Company, no right to bring derivative actions on behalf of the Company, and no other rights of a Member under the Act or this Agreement; provided, however, the Interest of an assignee shall be subject to all of the restrictions, obligations and limitations under this Agreement and the Act, including without limitation the restrictions on the Transfer of Units and provisions giving Members an option to purchase upon the occurrence of Optional Purchase Events contained in this Article IX, and for this purpose references to Member shall include assignces.

SECTION 9.5 Admission of Members. No Person, whether by taking or acquiring, by whatever means, the Interest of any Member in the Company, or by petition to the Company shall be admitted as a Member unless either (i) such Person is a Permitted Transferee of the Transferor, or (ii) such Person is admitted as a Member with the unanimous consent of the Members (excluding the vote of any Member who is the Transferor), which consent may be granted, conditioned or withheld, in each Member's sole and absolute discretion. Notwithstanding the foregoing, no Person shall be admitted as a Member unless such Person:

- (a) Elects to become a Member by executing and delivering such Person's written acceptance and adoption of the provisions of this Agreement.
- (b) Executes, acknowledges, and delivers to the Company such other instruments as the Company may deem necessary or advisable to effect the admission of such Person as a Member.
- (c) Pays a transfer fee to the Company in an amount sufficient to cover all reasonable expenses of the Company connected with the admission of such Person as a Member.
- (d) If such Person is a new Member, pays to the Company such Capital Contribution as may be required by the Members.

Upon the admission of a new Member, the Board of Managers shall amend the Membership Information Exhibit attached hereto as **Exhibit B** to reflect the admission of the new Member pursuant to this Section.

SECTION 9.6 <u>Distributions and Allocations With Respect to Transferred Interests.</u> If any Interest is Transferred during any Fiscal Year in compliance with the provisions of this <u>Article IX</u>, then (i) Profits, Losses, and all other items attributable to the Interest for such period shall be divided and allocated between the Transferor and the transferee by taking into account their varying interests during the period in accordance with Code §706(d), using any conventions permitted by the Code and selected by the Board of Managers; (ii) all distributions on or before the date of such Transfer shall be made to the Transferor, and all distributions thereafter shall be made to the transferee; and (iii) the transferee shall succeed to and assume the Capital Account and other similar items of the Transferor to the extent related to the Transferred Interest. Solely for purposes of making the allocations and distributions, the Company shall recognize such Transfer not later than the end of the calendar month during which the Company receives notice of such Transfer. If the Company does not receive a notice stating the date the Interest was Transferred and such other information as the Company may reasonably require within thirty (30) days after the end of the Fiscal Year during which the Transfer occurs, then all of such items shall be allocated, and all distributions shall be made to the Person, who, according to the books and records of the Company



on the last day of the Fiscal Year during which the Transfer occurs, was the owner of the Interest. Neither the Company nor any Manager shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 9.6, whether or not any Manager or the Company had knowledge of any Transfer of ownership of any Interest.

SECTION 9.7 Closing of Purchase of Interest; Payment of Purchase Price; Security. The closing of the purchase of any Interest by the Company or any of the Members pursuant to this Article IX shall occur at the offices of the Company within thirty (30) days after the earlier of (a) the written agreement of the parties on the fair market value of the Interest or the consideration to be received therefor, as the case may be, or (b) the conclusion of the Appraisal Process. At the closing, the Transferor shall deliver to the purchaser(s) of the Interest an executed assignment of the subject Interest satisfactory in form to counsel for the Company, and the purchaser(s) shall deliver the purchase price as provided below to the Transferor. The Transferor and the purchaser(s) each shall execute and deliver such other documents as may reasonably be requested by the other. The purchase price shall be delivered in each or same day funds.

SECTION 9.8 Failure to Deliver Unit Certificates. Provide that Unit Certificates have been issued by the Company, if a Member becomes obligated to sell any Interest to the Company or to the other Members under this Agreement and fails to deliver the Unit Certificates evidencing such Interest in accordance with the terms of this Agreement, the Company or the purchasing Members may, in addition to all other legal remedies, tender to the Transferor, the purchase price for such Interest as shall be specified in this Agreement, and (i) in the case of any Interest to be sold to the Company pursuant to this Agreement, cancel such Units on its books and records whereupon all of the Transferor's right, title, and interest in and to such Units shall terminate, and (ii) in the case of any Interest to be sold to other Members under this Agreement, void such Unit Certificates representing such Interest and reissue new Unit Certificates to the purchasing Members and register transfer on its Company's books and records whereupon all of the Transferor's right, title, and interest in and to such Units shall terminate.

## ARTICLE X CESSATION OF MEMBERSHIP

**SECTION 10.1** When Membership Ceases. A Person who is a Member shall cease to be a Member only upon the occurrence of one of the following events of withdrawal:

- (a) A Transfer as permitted under <u>Article IX</u> of this Agreement of the Member's entire Interest.
- (b) In the case of an individual Member, the Member's death; *provided, however*, that Section 10.2 below shall apply with respect to the administration of the deceased Member's estate.
- (c) In the case of an individual Member, the adjudication by a court that the Member is incompetent to manage his person or property; *provided, however,* that <u>Section 10.2</u> below shall apply with respect to the administration of the incompetent Member's property.
- (d) In the case of a Member that is acting as a Member by virtue of being the trustee of a trust, the termination of the trust.

- (e) In the case of a Member that is a partnership or another limited liability company, the dissolution and commencement of winding up of the Member; *provided, however*, that <u>Section 10.2</u> below shall apply with respect to the winding up and liquidation of the entity.
- (f) In the case of a Member that is a corporation, the dissolution of the Member, or the revocation of its charter unless the charter is reinstated within thirty (30) days of the corporation's actual notice of the revocation; *provided however*, that Section 10.2 below shall apply with respect to the winding up and liquidation of the corporation.
- (g) In the case of a Member that is a decedent's estate, the distribution by the fiduciary of the Member's entire Interest.

Representative of a deceased individual Member or of an individual Member who has been adjudicated incompetent to manage his person or his property may exercise the rights of the Member for the purpose of administration of such deceased Member's estate or such incompetent Member's property, including the right to vote on all matters before the Members. The beneficiaries of a deceased Member's estate may become assignces of the deceased Member only upon compliance with the conditions of this Agreement. If a Member who is a Person other than an individual is dissolved, the Personal Representative or successor of such Person may exercise the rights of the Member pending liquidation, including the right to vote on all matters before the Members. The distributees of such Person may become assignces of the dissolved or terminated Member only upon compliance with the conditions of this Agreement.

SECTION 10.3 <u>Consequences of Cessation of Membership</u>. In the event a Person ceases to be a Member as provided in <u>Section 10.1</u> above, the Person (or the Person's successor in interest) shall continue to be liable for all obligations of the former Member to the Company, including any obligation to make Capital Contributions, and, with respect to any Interest owned by such Person, shall be an assignee with only the rights and subject to the restrictions, conditions and limitations described in this Agreement.

## ARTICLE XI DISSOLUTION, WINDING UP AND LIQUIDATING DISTRIBUTIONS

**SECTION 11.1** <u>Dissolution Triggers.</u> The Company shall dissolve <u>only</u> upon the first to occur of any of the following events:

- (a) The unanimous consent of the Members that the Company shall be dissolved.
- (b) The entry of a decree of judicial dissolution under Act.
- (c) Except as provided in the following sentence, the sale of all or substantially all of the assets of the Company. Notwithstanding the occurrence of any event described in the preceding sentence, the Company shall not be dissolved and the business of the Company shall continue to be carried on by the remaining Member or Members, if (i) there is at least one remaining Member, and (ii) within ninety (90) days following the occurrence of such event, a Supermajority in Interest of the Members vote that the Company shall not be dissolved and that its business shall continue.
- (d) At any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within ninety (90) days after the occurrence of an event that

terminated the continued membership of the last remaining Member, the Personal Representative of the last remaining Member agrees in writing to continue the Company and to the admission of the Personal Representative of such Member or its nominee or designee to the Company as a Member, effective as of the date of occurrence of the event that terminated the continued membership of the last remaining Member.

SECTION 11.2 <u>Effect of Bankruptcy, Death or Incompetency of a Member</u>. The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. The Transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Interest shall be subject to all of the restrictions hereunder to which such Transfer would have been subject if such Transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member.

SECTION 11.3 Winding Up. Upon a dissolution of the Company, the Board of Managers, or, if there are no Managers, a court appointed liquidating trustee, shall take full account of the Company Assets and liabilities and wind up the affairs of the Company. The Persons charged with winding up the Company shall settle and close the Company's business, and dispose of and convey the Company's noncash assets as promptly as reasonably possible following dissolution as is consistent with obtaining the fair market value for the Company Assets.

SECTION 11.4 <u>Liquidating Distributions</u>. Following the dissolution of the Company, upon the disposition of the Company's noncash assets (other than those noncash assets to be distributed to the Members in liquidation pursuant to <u>Section 4.3</u>), the Company's cash and the proceeds from the disposition of the Company's noncash assets and those noncash assets to be distributed in kind to the Members pursuant to <u>Section 4.3</u> shall be distributed in the following order of priority:

- (a) To the Company's creditors, including any Member or Manager who is creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of a reasonable provision for payment thereof) other than liabilities for which reasonable provision has been made and liabilities for distributions to Members and former Members under Act;
- (b) To the Members, Managers, and former Members who are creditors whose claims are not satisfied by distributions pursuant to the preceding subsection (including, with respect to Members or former Members, in satisfaction of liabilities for distributions under Act);
- (c) To all Members in accordance with their Residual Interests. Distributions pursuant to Section 11.4 may be made to a liquidating trust established by the Members or the Company for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying liabilities or obligations of the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the trustee of the liquidating trust, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement.

## ARTICLE XII BOOKS AND RECORDS

SECTION 12.1 <u>Books and Records.</u> The Company shall keep adequate books and records at its principal office, which shall set forth an accurate account of all transactions of the Company as well as the other information required by the Act, including the Agreed Value of property or services

contributed or to be contributed to the capital of the Company. Any Member or its designated representative shall have the right, during normal business hours, to have access to and inspect and copy, at its expense, the contents of such books or records. The Board of Managers shall keep all of the Members informed generally of the Company's transactions and shall furnish to the Members, from time to time as the Board of Managers shall deem advisable, information regarding the activities and business of the Company.

SECTION 12.2 <u>Taxable Year; Accounting Methods; Annual Financial Statements.</u> The Company shall use the Fiscal Year as its taxable year. The Company shall report its income for income tax purposes using the method of accounting as may be selected from time to time by the Board of Managers and permitted by law. Within a reasonable period after the end of each Fiscal Year, each Member shall be furnished with annual financial statements containing a balance sheet as of the end of such Fiscal Year and income statement for the Fiscal Year then ended, which financial statements, if prepared in accordance with generally accepted accounting principles, shall also include supplementary statements prepared pursuant to the Capital Account accounting methods prescribed by this Agreement and Treasury Regulations §1.704-1(b). The Company's books and records shall be maintained on an accrual basis, consistently applied.

SECTION 12.3 <u>Tax Information</u>. Tax information necessary to enable each Member to prepare its state, federal, local and foreign income tax returns shall be delivered to each Member within a reasonable period after the end of each Fiscal Year.

**SECTION 12.4** Tax Returns. The Managers shall cause the Accountants to prepare all federal, state, municipal and other tax returns that the Company is required to file, and file with the appropriate taxing authorities all returns required to be filed by the Company in a manner required for the Company to be in compliance with any law governing the timely filing of such returns.

## ARTICLE XIII ALLOCATIONS

**SECTION 13.1** Profits. Except as provided in the Regulatory Allocations Exhibit attached hereto as Exhibit D, Profits shall be allocated to the Holders of all Units in accordance with their Residual Interests.

**SECTION 13.2** Losses. Except as provided in the Regulatory Allocations Exhibit attached hereto as Exhibit D, Losses shall be allocated to the Holders of all Units in accordance with their Residual Interests.

SECTION 13.3 Code Section 704(c) Tax Allocations. Income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Agreed Value pursuant to any method allowable under Code §704(c) and the Treasury Regulations promulgated thereunder. In the event the Agreed Value of any Company asset is adjusted after its contribution to the Company, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take into account any variation between the adjusted basis of such asset for federal income tax purposes and its Agreed Value pursuant to any method allowable under Code §704(c) and the Treasury Regulations promulgated thereunder. Any elections or other decisions relating to allocations under this Section 13.3 shall be determined by the Board of Managers. Allocations pursuant to this Section 13.3 are solely for purposes of

federal, state, and local taxes and shall not be taken into account in computing any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

SECTION 13.4 Tax Matters Member. The Board of Managers shall designate one Member to be the Tax Matters Member. The initial Tax Matters Member shall be Scott R. Burba. The Tax Matters Member shall have all power and authority with respect to the Company and its Members as a "tax matters partner" would have respect to a partnership and its partners under the Code and in any similar capacity under state or local law. In addition, the Tax Matters Member shall have the power and authority (i) to extend the statute of limitations for assessment of tax deficiencies against Members with respect to adjustments to the Company's federal, state, or local tax returns; and (ii) to the maximum extent permissible under applicable law, to represent the Company and the Members before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company and the Members in their capacity as Members, and to execute any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Members with respect to such tax matters or otherwise affect the rights of the Company or the Members; provided, however, that the Tax Matters Member shall keep the Company and the other Members reasonably informed as to the status of any tax investigations, audits, lawsuits or other judicial or administrative tax proceedings and shall promptly copy all other Members on any correspondence to or from the Internal Revenue Service or state, local or foreign taxing authority relating to such proceedings.

#### SECTION 13.5 Miscellaneous.

- (a) <u>Allocations Attributable to Particular Periods</u>. For purposes of determining Profits, Losses or any other items allocable to any period, such items shall be determined on a daily, monthly, or other basis, as determined by the Board of Managers using any permissible method under Code §706 and the Treasury Regulations thereunder.
- (b) Other Items. Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, credit and any other allocations not otherwise provided for shall be divided among the Members in the same proportion as they share Profits or Losses, as the case may be, for the year.
- (c) <u>Tax Consequences; Consistent Reporting.</u> The Members are aware of the income tax consequences of the allocations made by this <u>Article XIII</u> and by the Regulatory Allocations and hereby agree to be bound by those allocations as reflected on the information returns of the Company in reporting their shares of Company income and loss for income tax purposes. Each Member agrees to report its share of Company items of income, gain, loss, deduction and credit on its separate return in a manner consistent with the reporting of such items to it by the Company. Upon the request of the Company, each Member agrees to submit a copy of the Member's tax returns for purpose of determining compliance with the foregoing requirements.
- (d) <u>Employer Identification Number</u>. The Employer Identification Number for the Company is 80-0407089.

## ARTICLE XIV MISCELLANEOUS

**SECTION 14.1** Notices. Any notice, payment, 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, registered, or certified United States mail, or by facsimile transmission or by private mail or courier service, addressed as follows: if to the Company, to its principal office address, or to such other address as may be specified from time to time by notice to the Members; if to a Member, to the address set forth on the Membership Information Exhibit attached hereto as **Exhibit B**, or to such other address as the Member may specify from time to time by notice to the Members. Any such notice shall be deemed to be delivered, given, and received for all purposes (i) as of the date of actual receipt if delivered personally or if sent by regular mail, facsimile transmission or by private mail or courier service, or (ii) two (2) business days after the date on which the same was deposited in a regularly-maintained receptacle for the deposit of United States mail, if sent by registered or certified United States mail, postage and charges prepaid, return receipt requested.

- **SECTION 14.2** Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Members and the Manager, and their respective heirs, legatees, Personal Representatives, successors, transferees, and assigns.
- SECTION 14.3 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member. No provision of this Agreement is to be interpreted as a penalty upon, or a forfeiture by, any party to this Agreement. The parties acknowledge that each party to this Agreement has shared equally in the drafting and construction of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party hereto than the other.
- SECTION 14.4 Entire Agreement. This Agreement constitutes the entire agreement among the Members and the Manager with respect to the affairs of the Company and the conduct of its business, and supersedes all prior agreements and understandings, whether oral or written. The Company shall have no oral limited liability company agreements.
- SECTION 14.5 <u>Amendment</u>. The Members may amend this Agreement by vote of the Supermajority in Interest of the Members; provided, however, any provision contained herein which requires the unanimous consent of the Members may not be amended or altered without a unanimous vote by the Members.
- **SECTION 14.6** <u>Headings.</u> 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.
- **SECTION 14.7** 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.
- **SECTION 14.8** <u>Additional Documents</u>. Each Member and Manager, upon the request of the Company, 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.
- SECTION 14.9 <u>Variation of Pronouns</u>. 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 or

Persons may require.

SECTION 14.10 Governing Law; Consent to Exclusive Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, the construction and interpretation of its terms, and organization and internal affairs of the Company and the limited liability of the Members without regard to the conflict of laws principles of any state or jurisdiction. Each Member and Manager hereby irrevocably consents to the exclusive personal jurisdiction of the courts of the State of Florida sitting in Orange County with respect to matters arising out of or related to this Agreement.

**SECTION 14.11** <u>Waiver of Action for Partition</u>. Each of the Members irrevocably waives any right that it may have to maintain any action for partition with respect to any of the assets of the Company.

SECTION 14.12 <u>Counterpart Execution</u>; Facsimile Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members and Manager had signed the same document. Such executions may be transmitted to the Company and/or the other Members and Managers by facsimile transmission and such facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or a combination, shall be construed together and shall constitute one and the same Agreement.

**SECTION 14.13** <u>Time of the Essence</u>. Time is of the essence with respect to each and every term and provision of this Agreement.

**SECTION 14.14** Exhibits. The Exhibits to this Agreement are each incorporated herein by reference:

[THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Members and Managers have executed this Agreement to be effective as of the date of this Agreement.

STEVEN T. BURBA

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[SEAL]

MEMBERS:

SCOTT R. BURBA

STEVEN T. BURBA

SEAL

**INITIAL MANAGERS:** 

SEAL)

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# EXHIBIT A-1 [FLORIDA ARTICLES OF ORGANIZATION]