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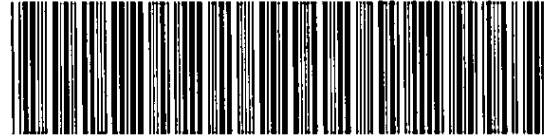
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COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: University Green Development, LLC

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Ryan Harris

Name of Person

University Green Development, LLC c/o Janet Clement

Firm/Company

PO BOX 2272

Address

San Pedro, CA 90731

City/State and Zip Code

ryanharris111@gmail.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Ryan Harris

310 560-9111

at (_____) _____

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☒ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 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

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

University Green Development, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 11/17/2016 and assigned
Florida document number L16000211152.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

University Green Development, LLC c/o Janet Clement
PO BOX 2272
SAN PEDRO, CA 90731

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: Lindsay Pearson

New Registered Office Address: 1350 Market Street, Ste 200

Enter Florida street address

Tallahassee

City

Florida 32312

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.


If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	Kimberly Herman	7000 East Belleview Ave., Ste. 200	<input type="checkbox"/> Add
		Greenwood Village, CO 80111	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
AMBR	Kimberly Herman	7000 East Belleview Ave., Ste. 200	<input type="checkbox"/> Add
		Greenwood Village, CO 80111	<input checked="" type="checkbox"/> Remove
			<input checked="" type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input checked="" type="checkbox"/> Change
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			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Janet Clement's mailing address city is spelled SAN PEDRO, not SAND PEDRO.

The above removal of Kimberly Herman reflects the fact that she has sold her interest in the Company and is no longer involved in any capacity or ownership.

The Company's Operating Agreement was Amended and Restated as of 4-10-2018. T

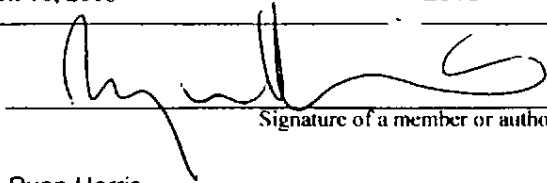
E. Effective date, if other than the date of filing: _____ **(optional)**

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:
(b) The 90th day after the record is filed.

Dated April 10, 2018 2018



Signature of a member or authorized representative of a member

Ryan Harris

Typed or printed name of signee

The Company Units represented by this document have not been registered under any securities laws and the transferability of such Units is restricted. Such Units may not be sold, assigned, or transferred, nor will any assignee, vendee, transferee, or endorsee thereof be recognized as having acquired any such Units by the issuer for any purposes, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Units shall then be in effect and such transfer has been qualified under all applicable state securities laws, or (2) the availability of an exemption from such registration and qualification shall be established to the satisfaction of counsel to the Company.

The Units represented by this document are subject to further restriction as to their sale, transfer, hypothecation, or assignment as set forth in the Operating Agreement and agreed to by each Member. Said restriction provides, among other things, that no Units may be transferred without first offering such Units to the other Members, and that no vendee, transferee, assignee, or endorsee of a Member shall have the right to become a substituted Member without the consent of a majority of the Members which consent may be given or withheld in the sole and absolute discretion of the Members.

**AMENDED AND RESTATED
OPERATING AGREEMENT OF LIMITED LIABILITY COMPANY
OF
UNIVERSITY GREEN DEVELOPMENT, LLC
DATED 04/10/2018**

THIS OPERATING AGREEMENT of Limited Liability Company of University Green Development, LLC is entered into and shall be effective as 04/10/2018 (the "Effective Date"), by and among (i) Ryan R. Harris ("Harris"), and (ii) Janet Clement ("Clement"), as the Members (collectively referred to as the "Members" or individually, as a "Member"), pursuant to the provisions of the Florida Revised Limited Liability Company Act, Chapter 605, Florida Statutes, as amended from time to time (or any corresponding provisions of succeeding law) (the "Act"), on the following terms and conditions:

**SECTION 1
THE COMPANY**

1.1 Company.

(a) Name. The name of the company shall be University Green Development, LLC (hereinafter referred to as the "Company").

(b) Term. The term of the Company commenced on November 17, 2016 when the Company filed Articles of Organization with the Florida Department of State, Division of Corporations in accordance with the Act, and shall continue until the winding up and liquidation of the Company and its business is completed following a Dissolution Event, as provided in Section 9.

(c) Principal Place of Business. The principal place of business of the Company shall be at 9000 Burma Road, Ste. 111, Palm Beach Gardens, FL 33403. The Managers may change the principal place of the Company to any other place upon ten (10) Business Days notice to the Members.

(d) Exhibit A. The name and mailing address of each Member, the total amount initially contributed to the capital of the Company is attached hereto and incorporated herein as Exhibit A. The Members may update Exhibit A from time to time in accordance with this agreement to accurately reflect the agreements of the Members with respect to the information therein. Any amendment or revision to Exhibit A shall be not be deemed an amendment to this Agreement. Any reference in this Agreement to Exhibit A shall be deemed to be a reference to Exhibit A, as amended and in effect from time to time.

(e) The rights and liabilities of the Members shall be as provided under the Act, the Articles of Organization and this Operating Agreement.

1.2 Purpose and Powers.

(a) The purposes of the Company are limited. The general character of the business of the Company (the "Business" or the "Company Business") shall be to:

- (i) own, manage, and develop real property situated in the State of Florida;
- (ii) carry on any and all ancillary activities related thereto; and
- (iii) engage in any activity permitted under the Act and all applicable federal and state laws, rules and regulations.

AC JAC

(b) The Company shall not have any other purpose and shall not engage in any other activities.

(c) The Company has the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purposes of the Company set forth in Section 1.2(a) and has, without limitation, any and all powers that may be exercised on behalf of the Company by the Managers pursuant to Section 5.

1.3 Business Referrals. Although the Business may be generated by referrals from Members or their Affiliates, the Members agree that the Company will solicit Business and referrals of Business from third parties (including, without limitation, lenders, real estate brokers, developers, investors, and builders) and actively compete in the marketplace and will put in place reasonable incentives to generate such third-party business.

1.4 Stand-Alone Company. Without limiting the applicability of any other provision of this Agreement, the Members agree that the Company will be capitalized, and operated as a stand-alone business. Accordingly, the Company will be capitalized in cash and, if necessary, funded in cash on an ongoing basis by the Members, except to the extent the Company enters into credit facilities provided by third parties. The Company will establish and maintain separate books and records of its accounts and operations.

1.5 RESPA Compliance. Anything in the Agreement to the contrary notwithstanding, if any Member or the Manager (the "Notifying Member or Manager") reasonably determines that any practice being conducted by any other Member (the "Other Member") poses a significant risk of causing the Company, a Member, or Member's Affiliates to be in violation of RESPA, the Other Member shall, upon receipt of (a) written notice from the Notifying Member or Manager of the objectionable practice and (b) a legal opinion from a reputable law firm explaining why the objectionable practice poses such a significant risk, immediately cease such practice. The Members expressly represent, warrant, covenant, and agree that there is no requirement under this Agreement that either party or any Affiliate, agent, employee or agent thereof refer any customer to the Company or purchase ancillary real estate services from any source.

1.6 Filings and Agent for Service of Process.

(a) The Managers shall take any and all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of the State of Florida, including the preparation and filing of such amendments to the Articles of Organization and such other assumed name certificates, documents, instruments and publications as may be required by law.

(b) The Members and the Managers shall execute and cause to be filed original or amended certificates and shall take any and all other actions as may be reasonably necessary to perfect and maintain the status of the Company as a limited liability company or similar type of entity under the laws of any other jurisdictions in which the Company engages in business.

(c) The registered agent for service of process on the Company in the State of Florida shall be Lindsay Pearson or any successor as appointed by the Members. The registered office of the Company in the State of Florida is located at 1350 Market Street, Ste 200, Tallahassee, FL 32312. The Managers may change the registered agent and registered office from time to time as necessary to operate the Business.

(d) Upon the dissolution and completion of the winding up and liquidation of the Company in accordance with Section 9, the Managers shall promptly execute and cause to be filed Articles of Dissolution in accordance with the Act and the laws of any other jurisdictions in which the Managers deem such filing necessary or advisable.

1.7 Title to Property. All Property owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such Property in its individual name, and each Member's interest in the Company shall be personal property for all purposes. At all times after the Effective Date, the Company shall hold title to all of its Property in the name of the Company and not in the name of any Member.

1.8 Payments of Individual Obligations. The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be Transferred or encumbered for, or in payment of, any individual obligation of any Member absent a written agreement of the Managers subject to Section 5 of this Agreement.

1.9 Independent Activities. Insofar as permitted by applicable law, except as otherwise provided in Section 6.12, neither this Agreement nor any activity undertaken pursuant hereto shall prevent any Member or Manager or their Affiliates from engaging in whatever activities they choose.

1.10 Defined Terms. Capitalized words and phrases used in this Agreement have meanings set forth in Schedule 1.11.

SECTION 2 UNITS AND CAPITAL CONTRIBUTIONS

2.1 Units. Ownership of the Company shall be represented by one type of Membership Units. The name, address, number of Units, and initial Percentage Interest of each of the Members is as set forth on Exhibit A. No additional Persons may acquire Units in the Company or be admitted to the Company as Members except upon such terms and conditions as the Members unanimously agree.

(a) As of the Effective Date, ten thousand (20,000) Membership Units will be issued to Harris, representing a Percentage Interest as of the Effective Date equal to twenty-five percent (66.66%).

(b) As of the Effective Date, ten thousand (10,000) Membership Units will be issued to Clement, representing a Percentage Interest as of the Effective Date equal to twenty-five percent (33.33%).

2.2 Additional Capital Contributions. No Member shall be required to make additional Capital Contributions at any time; provided, however, subject to Section 6.5 if the Managers determine that additional Capital Contributions are necessary to the successful operation of the Company, the Members shall be entitled to make such additional Capital Contributions in proportion to their then Percentage Interests in the Company. If any Member elects not to make any additional Capital Contribution, one or more of the other Members may make such additional Capital Contributions in the proportions which the Capital Contributions of each such Member bears to the total Capital Contributions of all Members making such additional Capital Contributions, or in such other proportions as may be agreed to among them. Notwithstanding the foregoing, unless otherwise agreed by the Members, any additional Capital Contribution will not result in any additional Units being issued to the Member making such additional Capital Contribution. Accordingly, unless otherwise agreed by the Members, any additional Capital Contribution by a Member will not result in a change in the Percentage Interest of any Member.

SECTION 3 ALLOCATIONS

3.1 Profits. After giving effect to the special allocations set forth in Sections 3.3 and 3.4, Profits for any Fiscal Year shall be allocated to the Unit Holders as follows:

(a) First, to each of the Unit Holders in an amount equal to the excess, if any, of the Losses previously allocated to such Unit Holder pursuant to Section 3.2(c) reduced by the Profits previously allocated to such Unit Holder pursuant to this Section 3.1(a); and then

(b) Second, to each of the Unit Holders in an amount equal to the excess, if any, of the Losses previously allocated to such Unit Holder pursuant to Section 3.2(b) reduced by the Profits previously allocated to such Unit Holder pursuant to this Section 3.1(b); and then

(c) Third, to each of the Unit Holders pro rata in accordance with such Unit Holder's Percentage Interest.

3.2 Losses. After giving effect to the special allocations set forth in Sections 3.3 and 3.4 and subject to Section 3.5, Losses for any Fiscal Year shall be allocated to the Unit Holders as follows:

(a) First, to each of the Unit Holders in an amount equal to the excess, if any, of the Profits previously allocated to such Unit Holder pursuant to Section 3.1(c) reduced by the Losses previously allocated to such Unit Holder pursuant to this Section 3.2(a); and then

(b) Second, to each of the Unit Holders pro rata in accordance with such Unit Holders' respective positive Capital Account balances in an amount equal to such positive Capital Account balances; and then

(c) Third, to each of the Unit Holders in accordance with such Unit Holder's Percentage Interest.

3.3 Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Section 3, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Unit Holder shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Unit Holder's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 3.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Unit Holder Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Section 3, if there is a net decrease in Unit Holder Nonrecourse Debt Minimum Gain attributable to a Unit Holder Nonrecourse Debt during any Fiscal Year, each Unit Holder who has a share of the Unit Holder Nonrecourse Debt Minimum Gain attributable to such Unit Holder Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Unit Holder's share of the net decrease in Unit Holder Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Unit Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 3.3(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Unit Holder unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially allocated to such Unit Holder in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Unit Holder as quickly as possible, provided that an allocation pursuant to this Section 3.3(c) shall be made only if and to the extent that the Unit Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 3 have been tentatively made as if this Section 3.3(c) were not in the Agreement.

(d) Gross Income Allocation. In the event any Unit Holder has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Unit Holder is obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Unit Holder shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 3.3(d) shall be made only if and to the extent that such Unit Holder would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 3 have been made as if Section 3.3(c) and this Section 3.3(d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Unit Holders in proportion to their respective Percentage Interests.

(f) Unit Holder Nonrecourse Deductions. Any Unit Holder Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Unit Holder who bears the economic risk of loss with respect to the Unit Holder Nonrecourse Debt to which such Unit Holder Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset, pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Unit Holder in complete liquidation of such Unit Holder's interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Unit Holders in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Unit Holder to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(h) Allocations Relating to Taxable Issuance of Units. Any income, gain, loss or deduction realized as a direct or indirect result of the issuance of Units by the Company to a Unit Holder (the "Issuance Items") shall be allocated among the Unit Holders so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Unit Holder shall be equal to the net amount that would have been allocated to each such Unit Holder if the Issuance Items had not been realized.

3.4 Curative Allocations. The allocations set forth in Sections 3.3(a), 3.3(b), 3.3(c), 3.3(d), 3.3(e), 3.3(f), 3.3(g), and 3.5 (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 3.4. Therefore, notwithstanding any other provision of this Section 3 (other than the Regulatory Allocations), the Managers shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Unit Holder's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Unit Holder would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 3.1, 3.2, and 3.3(i).

3.5 Loss Limitation. Losses allocated pursuant to Section 3.2 shall not exceed the maximum amount of Losses that can be allocated without causing any Unit Holder to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Unit Holders would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 3.2, the limitation set forth in this Section 3.5 shall be applied on a Unit Holder by Unit Holder basis and Losses not allocable to any Unit Holder as a result of such limitation shall be allocated to the other Unit Holders in accordance with the positive balances in such Unit Holder's Capital Accounts so as to allocate the maximum permissible Losses to each Unit Holder under Section 1.704-1(b)(2)(ii)(d) of the Regulations.

3.6 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managers using any permissible method under Code Section 706 and the Regulations thereunder.

(b) The Unit Holders are aware of the income tax consequences of the allocations made by this Section 3 and hereby agree to be bound by the provisions of this Section 3 in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Unit Holder's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Unit Holders' interests in Company profits are in proportion to their Percentage Interests.

(d) To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Managers shall endeavor to treat distributions of Net Cash Flow as having been made from the proceeds of a Nonrecourse

Liability or a Unit Holder Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Unit Holder.

3.7 Tax Allocations: Code Section 704(c).

(a) In accordance with Code Section 704(c) and the Regulations thereunder, 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 Unit Holders 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 Gross Asset Value (computed in accordance with the definition of Gross Asset Value) using the allocation method determined by the Managers.

(b) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

(c) Any elections or other decisions relating to such allocations shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 3.7 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Unit Holder's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

SECTION 4 DISTRIBUTIONS

4.1 Net Cash Flow. Except as otherwise provided in Section 9, Net Cash Flow, if any, shall be distributed, in such amounts and at such times, as determined by the Managers in the sole discretion of the Managers but subject to Section 6.4, as follows:

(a) First, to each Unit Holder in proportion to such Unit Holder's Unreturned Capital Contribution Amounts until the Unreturned Capital Contribution Amounts of all Unit Holders is reduced to zero (0); and

(b) The balance to the Unit Holders in proportion to their Percentage Interests.

4.2 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution or allocation to the Company or the Unit Holders shall be treated as amounts paid or distributed, as the case may be, to the Unit Holders with respect to which such amount was withheld pursuant to this Section 4.2 for all purposes under this Agreement. The Company is authorized to withhold from payments and distributions, or with respect to allocations to the Unit Holders, and to pay over to any federal, state and local government or any foreign government, any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law or any foreign law, and shall allocate any such amounts to the Unit Holders with respect to which such amount was withheld.

4.3 Limitations on Distributions. The Company shall make no distributions to the Unit Holders except (a) as provided in this Section 4 and Section 9, or (b) as agreed to by all of the Members. A Unit Holder may not receive a distribution from the Company to the extent that, after giving effect to the distribution, all liabilities of the Company, other than liability to Unit Holders on account of their Capital Contributions, would exceed the fair value of the Company's assets.

SECTION 5 MANAGEMENT

5.1 Managers.

(a) Subject to the provisions of this Section 5 and the restrictions and limitations set forth in Section 6, the business, affairs and management of the Company, including its policies and administration, shall be vested in the Managers. The Managers shall be required to devote such time to the affairs of the Company as may be necessary to manage and operate the Company, and shall be free to serve any other Person or enterprise in any capacity that a Manager may deem appropriate in such Manager's discretion.

(b) The Company shall have two (2) Managers. Clement shall be entitled to appoint one (1) Manager, and Harris shall be entitled to appoint one (1) Manager. No Manager shall exercise any of the rights and powers set forth in this Section 5 without the consent of more than seventy-five percent (75%) of the Managers. Whenever any action is required to be taken by the Managers pursuant to this Agreement, such references to Managers shall mean more than seventy-five percent (75%) of the Managers.. Each Manager (whether an initial or a successor Manager) shall cease to be a Manager only if such Manager shall be removed, with or without cause, by the Member who appointed such Manager, which Member shall then appoint a new Manager.

5.2 Powers of Managers.

(a) Except as otherwise provided in this Agreement, all powers to control and manage the business and affairs of the Company shall be exclusively vested in the Managers and the Managers may exercise all powers of the Company and do all such lawful acts as are not by statute, the Articles of Organization or this Agreement directed or required to be exercised or done by the Members and in so doing shall have the right and authority to take all actions which the Managers deem necessary, useful or appropriate for the management and conduct of the business, including exercising the following specific rights and powers:

(i) Conduct its business, carry on its operations and have and exercise the powers granted by the Act in any state, territory, district or possession of the United States, or in any foreign country which may be necessary or convenient to effect any or all of the purposes for which it is organized;

(ii) Acquire by purchase, lease, or otherwise any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(iii) Operate, maintain, finance, improve, construct, own, grant operations with respect to, sell, convey, assign, mortgage, and lease any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(iv) Execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance, and operation of the Business, or in connection with managing the affairs of the Company, including, executing amendments to this Agreement and the Articles of Organization in accordance with the terms of this Agreement, both as Manager and, if required, as attorney-in-fact for the Members pursuant to any power of attorney granted by the Members to the Managers;

(v) Borrow money and issue evidences of indebtedness necessary, convenient, or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any Company assets;

(vi) Execute, in furtherance of any or all of the purposes of the Company, any deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract, or other instrument purporting to convey or encumber any or all of the Company assets;

(vii) Prepay in whole or in part, refinance, recast, increase, modify, or extend any liabilities affecting the assets of the Company and in connection therewith execute any extensions or renewals of encumbrances on any or all of such assets;

(viii) Care for and distribute funds to the Members by way of cash income, return of capital, or otherwise, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Company or this Agreement;

(ix) Contract on behalf of the Company for the employment and services or employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the assets or operations of the Company;

(x) Engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to Company assets and Manager liability) necessary or

incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified;

(xi) Take, or refrain from taking, all actions, not expressly proscribed or limited by this Agreement, as may be necessary or appropriate to accomplish the purposes of the Company;

(xii) Institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Company, the Members or the Managers in connection with activities arising out of, connected with, or incidental to this Agreement, and to engage counsel or others in connection therewith;

(xiii) Purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships, other limited liability companies, or individuals or direct or indirect obligations of the United States or of any government, state, territory, government district or municipality or of any instrumentality of any of them; and

(xiv) Indemnify a Member or Manager or former Member or Manager, and to make any other indemnification that is authorized by this Agreement in accordance with the Act.

(b) The Managers will appoint the officers and senior management of the Company and will establish policies and guidelines for the hiring of employees to permit the Company to act as an operating company with respect to its business. The Managers may adopt appropriate management incentive plans and employee benefit plans. The officers and senior management of the Company shall be responsible for conducting, in the name of, and on behalf of, the Company, the day-to-day business and affairs of the Company.

5.3 Duties and Obligations of Managers.

(a) The Managers shall cause the Company to conduct its business and operations separate and apart from that of any Member or Manager or any of their Affiliates, including (i) segregating Company assets and not allowing funds or other assets of the Company to be commingled with the funds or other assets of, held by, or registered in the name of, any Member or Manager or any of their Affiliates, (ii) maintaining books and financial records of the Company separate from the books and financial records of any Member or Manager and its Affiliates, and observing all Company procedures and formalities, including, maintaining minutes of Company meetings and acting on behalf of the Company only pursuant to due authorization of the Members, (iii) causing the Company to pay its liabilities from assets of the Company, and (iv) causing the Company to conduct its dealings with third parties in its own name and as a separate and independent entity.

(b) The Managers shall take all actions which may be necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Florida and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Members or to enable the Company to conduct the business in which it is engaged and (ii) for the accomplishment of the Company's purposes, including the acquisition, development, maintenance, preservation, and operation of Property in accordance with the provisions of this Agreement and applicable laws and regulations.

5.4 Liability and Indemnification. The Managers shall not be liable under a judgment, decree or order of court, or in any other manner, for a debt, obligation or liability of the Company. The Company, its receiver or its trustee, shall indemnify, save harmless and pay all judgments and claims against the Managers and their employees, agents, Affiliates, successors and assigns, for any liability, loss or damage incurred by them or by the Company by reason of any act performed or omitted to be performed in connection with the activities of the Company in dealing with third parties on behalf of the Company, including reasonable costs and attorneys' fees (which attorneys' fees may be paid as incurred) and any amounts expended in the settlement of any claims of liability, loss or damage, provided that the act or omission of the Manager does not constitute fraud, bad faith, willful misfeasance, gross negligence, breach of fiduciary duty or breach of a material provision of this Agreement by the Manager provided further that any such indemnification shall be recoverable only from assets of the Company and not from the assets of any Member. The Company shall not be obligated to pay for any insurance covering liability of the Manager or the Manager's successors and assigns for actions or omissions for

which indemnification is not permitted hereunder; provided, that nothing contained herein shall preclude the Company from purchasing and paying for such types of insurance, including extended coverage liability and casualty and worker's compensation, as would be customary for any Person owning comparable property and engaged in a similar business.

5.5 Compensation. None of the Managers shall receive any compensation for service to the Company in such Manager's capacity as manager or otherwise.

SECTION 6 ROLE OF MEMBERS

6.1 Rights or Powers. The Members shall not have any right or power to take part in the management or control of the Company or its business and affairs or to act for or bind the Company in any way. Notwithstanding the foregoing, the Members have all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act.

6.2 Voting Rights. No Member has any voting rights except with respect to those matters specifically reserved for a vote of the Members which are set forth in this Agreement and as required in the Act. Each Unit shall be entitled to one (1) vote per Unit on all matters coming before the Members for a vote.

6.3 Meetings of the Members.

(a) Meetings of the Members may be called upon the written request of any Member. The call shall state the location of the meeting and the nature of the business to be transacted. Notice of any such meeting shall be given to all Members not less than ten (10) Business Days nor more than thirty (30) days prior to the date of such meeting. Members may vote in person, by proxy or by telephone at such meeting and may waive advance notice of such meeting. Whenever the vote or consent of Members is permitted or required under the Agreement, such vote or consent may be given at a meeting of the Members or may be given in accordance with the procedure prescribed in this Section 6.3. Except as otherwise expressly provided in the Agreement, the affirmative vote of the Members holding more than seventy-five percent (75%) of the issued and outstanding Units shall be required to constitute the act of the Members.

(b) For the purpose of determining the Members entitled to vote on, or to vote at, any meeting of the Members or any adjournment thereof, the Managers or the Members requesting such meeting may fix, in advance, a date as the record date for any such determination. Such date shall not be more than thirty (30) days nor less than ten (10) Business Days before any such meeting.

(c) Each Member may authorize any Person or Persons to act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or its attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it unless otherwise provided in the proxy.

(d) Notwithstanding this Section 6.3, the Company may take any action contemplated under this Agreement as approved by the consent of the Members, such consent to be provided in writing, or by telephone, facsimile or electronic mail, if such telephone conversation, facsimile or electronic mail is followed by a written summary of the telephone conversation or facsimile or electronic mail communication sent by registered or certified mail, postage and charges prepaid, addressed as described in Section 10.2, or to such other address as such Person may from time to time specify by notice to the Members and Managers.

6.4 Operating Budget. The Company will have an "Operating Budget" which will control the operations of the Company in each Fiscal Year (references throughout this Agreement to the "Operating Budget" shall be deemed to refer to the then current year's Operating Budget). The Operating Budget shall be prepared by the Managers. The Managers shall implement the Operating Budget and shall be authorized without the need for further approval by the Members to make the expenditures and incur the obligations provided for in the Operating Budget.

6.5 Capital Expenditure Budget. The Company will have a "Capital Expenditure Budget" which will control the capital expenditures of the Company in each Fiscal Year (references throughout this Agreement to the "Capital Expenditure Budget" shall be deemed to refer to the then current year's Capital Expenditure Budget). The Capital Expenditure Budget shall be prepared by the Managers. The Managers shall implement the Capital Expenditure Budget and shall be authorized without the need for further approval by the Members to make the expenditures and incur the obligations provided for in the Capital Expenditure Budget.

6.6 Withdrawal or Resignation. Except as otherwise provided in Sections 4 and 9, no Member shall demand or receive a return on or of its Capital Contributions or disassociate or withdraw from the Company without the consent of all Members. Under circumstances requiring a return of any Capital Contributions, no Member has the right to receive Property other than cash except as may be specifically provided herein and no Member has the right to receive any interest with respect to its Capital Contributions or its Capital Account.

6.7 Member Compensation. No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company, or otherwise, in its capacity as a Member, except as otherwise provided in this Agreement.

6.8 Members Liability. No Member shall be liable under a judgment, decree or order of a court, or in any other manner for the debts or any other obligations or liabilities of the Company. A Member shall be liable only to make its Capital Contributions and shall not be required to restore a deficit balance in its Capital Account or to lend any funds to the Company or, after its Capital Contributions have been made, to make any additional Capital Contributions except as provided in Section 2.3, assessments or payments to the Company, provided that a Member may be required to repay distributions made to it as provided in the Act. The Managers shall not have any personal liability for the repayment of any Capital Contributions of any Member.

6.9 Cross Indemnity for Guaranties of Debt. Notwithstanding anything to the contrary in Section 6.8, to the extent that any Member (a "Called Member") is called upon or required to satisfy all or part of any debt of the Company, together with interest, costs, and expenses thereon, whether pursuant to a guaranty of such debt executed by such Member or otherwise, in excess of its pro rata (based on the Units held by such Member compared to all of the Units issued and outstanding) portion of such liability or obligation, each other Member holding Units (each, a "Noncalled Member") hereby agrees to pay such Called Member an amount equal to the product of such excess multiplied by a fraction, the numerator of which is the number of Units held by such Noncalled Member, and the denominator of which is the total number of issued and outstanding Units of the Company. In addition to recovery of the foregoing amounts from the Noncalled Members, the Called Member shall be entitled to collect from such Noncalled Member an amount equal to all fees, costs and expenses (including, reasonable attorneys' fees and costs) incurred by the Called Member in enforcing such Called Member's rights hereunder. It is the intent of this Section 6.10 that the Member be made to share the liability of a guaranty of a debt of the Company among themselves pro rata in accordance with their percentage ownership of Units.

6.10 Partition. While the Company remains in effect or is continued, each Member agrees and waives its rights to have any Company Property partitioned, or to file a complaint or to institute any suit, action or proceeding at law or in equity to have any Company Property partitioned, and each Member, on behalf of itself, its successors and its assigns hereby waives any such right.

6.11 Confidentiality. Except as contemplated hereby or required by a court of competent authority, each Member shall keep confidential and shall not disclose to others and shall use its reasonable efforts to prevent its Affiliates and any of its, or its Affiliates', present or former employees, agents, and representatives from disclosing to others without the prior written consent of all Members any information which (a) pertains to this Agreement, any negotiations pertaining thereto, any of the transactions contemplated hereby, or the Business of the Company, or (b) pertains to confidential or proprietary information of any Member or the Company or which any Member has labeled in writing as confidential or proprietary; provided that any Member may disclose to its employees, agents, and representatives any information made available to such Member. No Member shall use, and each Member shall use its best efforts to prevent any Affiliate of such Member from using, any information

which (i) pertains to this Agreement, any negotiations pertaining hereto, any of the transactions contemplated hereby, or the business of the Company, or (ii) pertains to the confidential or proprietary information of any Member or the Company or which any Member has labeled in writing as confidential or proprietary, except in connection with the transactions contemplated hereby. The term "confidential information" is used in this Section 6.11 to describe information which is confidential, non-public or proprietary in nature, was provided to such Member or its representatives by the Company, any other Member, or such Persons' agents, representatives and employees, and relates either directly, or indirectly to the Company or the Business. Information which (x) is available, or becomes available, to the public through no fault or action by such Member, its agents, representatives or employees or (y) becomes available on non-confidential basis from any source other than the Company, any other Member, or such Persons' agents, representatives or employees and such source is not prohibited from disclosing such information, shall not be deemed confidential information. Notwithstanding the foregoing, nothing in this Section 6.11 shall prohibit the disclosure of any confidential information to any shareholder, member, or Affiliate of a Member or to any Person who is providing financing or other credit facilities to a Member, a member or shareholder of a Member or an Affiliate of a Member, so long as such disclosure is required by such financing or credit facility.

6.12 Transactions Between a Member and the Company.

(a) Except as otherwise provided by applicable law, any Member may, but shall not be obligated to, lend money to the Company, act as surety for the Company and transact other business with the Company and has the same rights and obligations when transacting business with the Company as a person or entity who is not a Member. A Member, any Affiliate thereof or an employee, stockholder, agent, director or officer of a Member or any Affiliate thereof, may also be retained as an agent of the Company. The existence of these relationships and acting in such capacities will not result in the Member being deemed to be participating in the control of the business of the Company or otherwise affect the limited liability of the Member.

(b) The Members agree that although the Company may subcontract with Members, Affiliates thereof and third parties to perform certain services in connection with the Business, to the extent the Company buys or leases office space, equipment, administrative or related services or other goods or services from any Member or Affiliate thereof (collectively, "Goods or Services"), the Company shall compensate such Member or Affiliate in an amount reasonably related to the fair market value of such Goods or Services (without regard to the value of any referral of business), and such Goods or Services shall be provided to the Company on substantially the same terms and conditions that are then offered to similarly situated unaffiliated third parties.

6.13 Other Instruments. Each Member hereby agrees to execute and deliver to the Company within five (5) days after receipt of a written request therefor, such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments and to take such other action as the Managers deems necessary, useful or appropriate to comply with any laws, rules or regulations as may be necessary to enable the Company to fulfill its responsibilities under this Agreement.

SECTION 7 ACCOUNTING, BOOKS AND RECORDS

7.1 Accounting, Books and Records.

(a) Books and Records. The Company shall keep on site at its principal place of business, or such other location as is deemed appropriate by the Managers, each of the following: (i) separate books of account for the Company which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of the Company and the operation of the business in accordance with this Agreement, and (ii) copies of the Company's federal, state, and local income tax returns and reports, if any, for the three (3) most recent years.

(b) Accounting. The Company shall use the method of accounting selected by the Managers in preparation of its financial reports and for tax purposes and shall keep its books and records accordingly. Any Member or its designated representative has the right to have reasonable access to and inspect and copy the contents of such books or records and shall also have reasonable access during normal business hours to such

additional financial information, documents, books and records. In addition, each Member shall have the right to discuss the business of the Company with management personnel of the Company at any time and from time to time. The rights granted to a Member pursuant to this Section 7.1 are expressly subject to compliance by such Member with the safety, security and confidentiality procedures and guidelines of the Company, as such procedures and guidelines may be established from time to time.

7.2 Reports. The Managers shall be responsible for causing the preparation of financial reports of the Company and the coordination of financial matters of the Company with the Company's accountants.

(a) The Company shall cause to be delivered to each Member monthly financial statements, prepared, in each case (other than with respect to Unit Holder's Capital Accounts, which shall be prepared in accordance with this Agreement) in accordance with GAAP consistently applied, no later than thirty (30) days after the end of each month.

(b) The Company shall cause to be delivered to each Member quarterly financial statements, prepared, in each case (other than with respect to Unit Holder's Capital Accounts, which shall be prepared in accordance with this Agreement) in accordance with GAAP consistently applied, no later than thirty (30) days after the end of each quarter.

(c) The Company shall cause to be delivered to each Member annual financial statements, prepared, in each case (other than with respect to Unit Holder's Capital Accounts, which shall be prepared in accordance with this Agreement) in accordance with GAAP consistently applied, no later than ninety (90) days after the end of each year.

(d) The Company shall cause to be delivered to each Member financial statements, prepared, in each case (other than with respect to Unit Holder's Capital Accounts, which shall be prepared in accordance with this Agreement) in accordance with GAAP consistently applied, and such other reports as the Managers deem appropriate from time to time, or that any Member may reasonably request from time to time; provided that, if the Managers so determines within thirty (30) days thereof, such other reports shall be provided at such Member's request, such reports shall be provided at such requesting Member's sole cost and expense.

(e) As soon as practicable following the end of each Fiscal Year and at such time as distributions are made to the Unit Holders pursuant to Section 9 following the occurrence of a Dissolution Event, the Company shall distribute such financial statements or reports of the Company deemed appropriate by the Managers, as of the end of such Fiscal Year, which shall, absent the decision of the Managers to the contrary, be reviewed by the Company's accountants.

7.3 Tax Matters.

(a) Tax Elections. The Managers shall, without any further consent of the Members being required (except as specifically required herein), make any and all elections for federal, state, local, and foreign tax purposes including, any election, if permitted by applicable law: (i) to adjust the basis of Property pursuant to Code Sections 754, 734(b) and 743(b), or comparable provisions of state, local or foreign law, in connection with Transfers of Units and Company distributions; (ii) with the consent of all of the Members, to extend the statute of limitations for assessment of tax deficiencies against the Unit Holders with respect to adjustments to the Company's federal, state, local or foreign tax returns; and (iii) to the extent provided in Code Sections 6221 through 6231 and similar provisions of federal, state, local, or foreign law, to represent the Company and the Unit Holders before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company or the Unit Holders in their capacities as Unit Holders, and to file any tax returns and execute any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Unit Holders with respect to such tax matters or otherwise affect the rights of the Company and the Unit Holders. Harris is specifically authorized to act as the "Tax Matters Member" under the Code and in any similar capacity under state or local law.

(b) Tax Information. Necessary tax information shall be delivered to each Unit Holder as soon as practicable after the end of each Fiscal Year of the Company but not later than one hundred eighty (180) days after the end of each Fiscal Year.

SECTION 8 TRANSFERS

8.1 Restrictions on Transfers. Except as otherwise permitted by this Agreement, no Members shall Transfer all or any portion of its Units; provided, however, a Member may at any time Transfer all or any portion of its Units: (a) to any Wholly Owned Affiliate of the transferor; or (b) to a Third Party after fulfilling the requirements of Section 8.2. Any such Transfer described in the immediately preceding sentence being referred to in this Agreement as a "Permitted Transfer."

8.2 Right of First Refusal. If a Member should desire to dispose of any of such Member's Units to any other person and has received a bona fide written offer from a Third Party to purchase all or part of such Member's Units at a stated price per Unit (the "Offer Price"), and if such Member wishes to sell Units pursuant to such offer (the "Offering Member"), then the following procedures must be followed:

(a) The Offering Member shall send written notice of such Offering Member's desire to sell such Units (the "Offer Notice") to the Company and to the other Members. The Offer Notice shall (i) specify the number of Units subject to the bona fide written offer (the "Offered Units"), (ii) identify and give the address of the person to whom the Offering Member proposes to sell the Offered Units, and (iii) indicate the Offer Price, terms, closing date and other conditions of the proposed sale.

(b) Each Member, other than the Offering Member (for purposes of this Section 8.2, the Other Member(s)) shall have the irrevocable and exclusive option, but not the obligation, to purchase the Offered Units. Each Other Member shall be entitled to purchase a pro rata portion of the Offered Units. Such pro rata portion shall be the number of Offered Units multiplied by a fraction formed by dividing the number of Units that each Other Member owned on the date the Company received the Offer Notice by the total number of Units owned by all Other Members on the date the Company received the Offer Notice. The purchase price per Unit of the Offered Units under this Section 8.2(b) shall be the Offer Price. Each of the Other Members who elects to purchase such Other Member's pro rata portion of the Offered Units shall give written notice of such election to the Offering Member and to the Other Members within forty-five (45) days after the Offer Notice is given to the Company.

(c) If any Other Member fails to exercise such Other Member's right to purchase such Member's pro rata portion of the remaining Offered Units pursuant to Section 8.2(b), then each of the Other Members, if any, who has given notice of election to purchase such Other Member's pro rata portion of the Offered Units shall purchase a pro rata portion of the then-remaining Offered Units.

(d) If an Offering Member gives Offer Notice and one or more of the Other Members do not elect, pursuant to Sections 8.2(b) and 8.2(c) to purchase all, and not less than all, of the Offered Units, the Offering Member shall have up to sixty (60) days to sell the Offered Units to the third party purchaser at the Offer Price and on the terms and conditions specified in the Offer Notice, provided that any and all Units purchased by the third-party purchaser shall be subject to this Agreement.

(e) The purchase of Offered Units by the Other Members pursuant to this Section 8.2 shall be on the closing date offered by the prospective third-party purchaser and upon terms and conditions equal to those offered by such prospective third-party purchaser. For purposes of this Section 8.2(e), the promissory notes of the Other Members shall be deemed equivalent to those offered by a third-party purchaser. Notwithstanding the provisions of this Section 8.2, the closing date will be delayed to take into account the operation of this Section 8.2.

8.3 Conditions to Permitted Transfers. A Transfer shall not be treated as a Permitted Transfer under Section 8.1 unless and until the following conditions are satisfied:

(a) Except in the case of a Transfer involuntarily by operation of law, the transferor and transferee shall execute and deliver to the Company an assignment and bill of sale of the Units. In the case of a Transfer of Units involuntarily by operation of law, the Transfer shall be confirmed by presentation to the Company of legal evidence of such Transfer, in form and substance satisfactory to counsel to the Company. In all cases, the Company shall be reimbursed by the transferor and/or transferee for all costs and expenses that it reasonably incurs in connection with such Transfer.

(b) The transferor and transferee shall furnish the Company with the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Units transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company shall not be required to make any distribution otherwise provided for in this Agreement with respect to any transferred Units until it has received such information.

(c) Except in the case of a Transfer of an Units involuntarily by operation of law, either (i) such Units shall be registered under the Securities Act, and any applicable state securities laws, or (ii) the transferor shall provide an opinion of counsel, which opinion and counsel shall be reasonably satisfactory to the Managers, to the effect that such Transfer is exempt from all applicable registration requirements and that such Transfer will not violate any applicable laws regulating the Transfer of securities.

(d) Unless otherwise approved by the Managers, no Transfer of Units shall be made except upon terms which would not, in the opinion of counsel chosen by and mutually acceptable to the Managers and the transferor Member, result in the termination of the Company within the meaning of Section 708 of the Code or cause the application of the rules of Sections 168(g)(1)(B) and 168(h) of the Code or similar rules to apply to the Company. If the immediate Transfer of such Unit would, in the opinion of such counsel, cause a termination within the meaning of Section 708 of the Code, then if, in the opinion of such counsel, the following action would not precipitate such termination, the transferor Member shall be entitled (or required, as the case may be) (i) immediately to Transfer only that portion of its Units as may, in the opinion of such counsel, be transferred without causing such a termination and (ii) to enter into an agreement to Transfer the remainder of its Units, in one or more Transfers, at the earliest date or dates on which such Transfer or Transfers may be effected without causing such termination. The purchase price for the Units shall be allocated between the immediate Transfer and the deferred Transfer or Transfers pro rata on the basis of the percentage of the aggregate Units being transferred, each portion to be payable when the respective Transfer is consummated, unless otherwise agreed by the parties to the Transfer. In the case of a Transfer by one Member to another Member, the deferred purchase price shall be deposited in an interest-bearing escrow account unless another method of securing the payment thereof is agreed upon by the transferor Member and the transferee Member(s). In determining whether a particular proposed Transfer will result in a termination of the Company, counsel to the Company shall take into account the existence of prior written commitments to Transfer made pursuant to this Agreement and such commitments shall always be given precedence over subsequent proposed Transfers.

8.4 Prohibited Transfers. Any purported Transfer of Units that is not a Permitted Transfer shall be null and void and of no force or effect whatever; provided that, if the Company is required to recognize a Transfer that is not a Permitted Transfer (or if the Managers, in the Managers' sole discretion, elect to recognize a Transfer that is not a Permitted Transfer), the Units Transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred Units, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations, or liabilities for damages that the transferor or transferee of such Interest may have to the Company. In the case of a Transfer or attempted Transfer of Units that is not a Permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Members from all costs, liabilities, and damages that any of such indemnified Members may incur (including, incremental tax liabilities, lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

8.5 Rights of Unadmitted Assignees. A Person who acquires Units but who is not admitted as a substituted Member pursuant to Section 8.6 shall be entitled only to allocations and distributions with respect to such Units in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement.

8.6 Admission of Substituted Members. Subject to the other provisions of this Section 8, a transferee of Units may be admitted to the Company as a substituted Member only upon satisfaction of the conditions set forth in this Section 8.6:

(a) The Units with respect to which the transferee is being admitted were acquired by means of a Permitted Transfer;

(b) The transferee of Units (other than, with respect to clauses (i) and (ii) below, a transferee that was a Member prior to the Transfer) shall, by written instrument in form and substance reasonably satisfactory to the Managers (and, in the case of clause (iii) below, the transferor Member), (i) make representations and warranties to each nontransferring Member equivalent to those set forth in Section 6.11, (ii) accept and adopt the terms and provisions of this Agreement, including the restrictions on transfer set forth in this Section 8, and (iii) assume the obligations of the transferor Member under this Agreement with respect to the transferred Units. The transferor Member shall be released from all such assumed obligations except (x) those obligations or liabilities of the transferor Member arising out of a breach of this Agreement, (y) in the case of a Transfer to any Person other than a Member or any of its Affiliates, those obligations or liabilities of the transferor Member based on events occurring, arising or maturing prior to the date of Transfer, and (z) in the case of a Transfer to any of its Affiliates, any Capital Contribution or other financing obligation of the transferor Member under this Agreement;

(c) The transferee pays or reimburses the Company for all reasonable legal, filing, and publication costs that the Company incurs in connection with the admission of the transferee as a Member with respect to the Transferred Units; and

(d) Except in the case of a Transfer involuntarily by operation of law, if required by the Managers, the transferee (other than a transferee that was a Member prior to the Transfer) shall deliver to the Company evidence of the authority of such Person to become a Member and to be bound by all of the terms and conditions of this Agreement, and the transferee and transferor shall each execute and deliver such other instruments as the Managers reasonably deem necessary or appropriate to effect, and as a condition to, such Transfer, including amendments to the Articles of Organization or any other instrument filed with the State of Florida or any other state or governmental authority.

8.7 Legend. Each Member further hereby agrees that the following legend may be placed upon any counterpart of this Agreement, the Articles of Organization, or any other document or instrument evidencing ownership of Units:

The Company Units represented by this document have not been registered under any securities laws and the transferability of such Units is restricted. Such Units may not be sold, assigned, or transferred, nor will any assignee, vendee, transferee, or endorsee thereof be recognized as having acquired any such Units by the issuer for any purposes, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Units shall then be in effect and such transfer has been qualified under all applicable state securities laws, or (2) the availability of an exemption from such registration and qualification shall be established to the satisfaction of counsel to the Company.

The Units represented by this document are subject to further restriction as to their sale, transfer, hypothecation, or assignment as set forth in the Operating Agreement and agreed to by each Member. Said restriction provides, among other things, that no Units may be transferred without first offering such Units to the other Members, and that no vendee, transferee, assignee, or endorsee of a Members shall have the right to become a substituted Member without the consent of a majority of the Members which consent may be given or withheld in the sole and absolute discretion of the Members.

8.8 Distributions and Allocations in Respect of Transferred Units. If any Units are Transferred pursuant to a Permitted Transfer during any Fiscal Year in compliance with the provisions of this Section 8, Profits, Losses, each item thereof, and all other items attributable to the Transferred Units for such Fiscal Year shall be divided and allocated between the transferor and the transferee by taking into account their varying Percentage Interests during the Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Managers. All distributions on or before the date of such Permitted Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes

of making such allocations and distributions, the Company shall recognize such Permitted Transfer not later than the end of the calendar month during which it is given notice of such Permitted Transfer, provided that, if the Company is given notice of a Permitted Transfer at least ten (10) Business Days prior to the Permitted Transfer, the Company shall recognize such Permitted Transfer as of the date of such Permitted Transfer, and provided further that if the Company does not receive a notice stating the date such Units were transferred and such other information as the Managers may reasonably require within thirty (30) days after the end of the Fiscal Year during which the Permitted Transfer occurs, then all such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, was the owner of the Units on the last day of such Fiscal Year. Neither the Company nor any Member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 8.8, whether or not any Manager or the Company has knowledge of any Transfer of ownership of any Units.

SECTION 9 DISSOLUTION AND WINDING UP

9.1 Dissolution Events.

(a) Dissolution. The Company shall dissolve and shall commence winding up and liquidating upon the first to occur of any of the following (each a "Dissolution Event"): (i) the affirmative vote of the Managers to dissolve, wind up, and liquidate the Company; or (ii) a judicial determination or other binding determination of a governmental authority with jurisdiction over the business of the Company that an event has occurred that makes it unlawful, impossible or impractical to carry on the business. The Members hereby agree that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Dissolution Event.

(b) Reconstitution. If it is determined, by a court of competent jurisdiction, that the Company has dissolved prior to the occurrence of a Dissolution Event, then within an additional ninety (90) days after such determination (the "Reconstitution Period"), all of the Members may elect to reconstitute the Company and continue its business on the same terms and conditions set forth in this Agreement by forming a new limited liability company on terms identical to those set forth in this Agreement. Unless such an election is made within the Reconstitution Period, the Company shall liquidate and wind up its affairs in accordance with Section 9.2. If such an election is made within the Reconstitution Period, then: (i) The reconstituted limited liability company shall continue until the occurrence of a Dissolution Event as provided in Section 9.1(a); and (ii) Unless otherwise agreed to by a Member holding more than fifty percent (50%) of the issued and outstanding Units of the Company, the Articles of Organization and this Agreement shall automatically constitute the Articles of Organization and Agreement of such new Company. All of the assets and liabilities of the dissolved Company shall be deemed to have been automatically assigned, assumed, conveyed and transferred to the new Company. No bond, collateral, assumption or release of any Member's or the Company's liabilities shall be required.

9.2 Winding Up. Upon the occurrence of (x) a Dissolution Event or (y) the determination by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Dissolution Event (unless the Company is reconstituted pursuant to Section 9.1(b)), the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members, and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs, provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Members until such time as the Property has been distributed pursuant to this Section 9.2 and Certificate of Cancellation have been filed pursuant to the Act. The Managers shall be responsible for overseeing the winding up and dissolution of the Company, which winding up and dissolution shall be completed as promptly as is consistent with obtaining the fair value of the Property of the Company. The Managers shall take full account of the Company's liabilities and Property and shall cause the Property or the proceeds from the sale thereof (as determined pursuant to Section 9.2), to the extent sufficient therefor, to be applied and distributed, to the maximum extent permitted by law, in the following order:

(a) First, to creditors (including Members or their Affiliates who are creditors, to the extent otherwise permitted by law) in satisfaction of all of the Company's debts and other liabilities (whether by payment or the making of reasonable provision for payment thereof);

(b) Second, the balance, if any, to the Unit Holders in accordance with the positive balance in their Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods.

(c) The Managers shall not receive additional compensation for services performed pursuant to this Section 9.

9.3 Establishment of Reserves During Liquidation. In the discretion of the Managers, a pro rata portion of the distributions that would otherwise be made to the Unit Holders pursuant to this Section 9 may be: (a) Distributed to a trust established for the benefit of the Unit Holders for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company. The assets of any such trust shall be distributed to the Unit Holders from time to time, in the reasonable discretion of the Managers, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Unit Holders pursuant to Section 9.2; or (b) Withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Unit Holders as soon as practicable.

9.4 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the Property of the Company for the return of its Capital Contribution and has no right or power to demand or receive Property other than cash from the Company. If the assets of the Company remaining after payment or discharge of the debts or liabilities of the Company are insufficient to return such Capital Contribution, the Members shall have no recourse against the Company or any other Member or Manager.

9.5 Notice of Dissolution/Termination.

(a) In the event a Dissolution Event occurs or an event occurs that would, but for provisions of Section 9.1, result in a dissolution of the Company, the Managers shall, within thirty (30) days thereafter, provide written notice thereof to each of the Members.

(b) Upon completion of the distribution of the Company's Property as provided in this Section 9, the Company shall be terminated, and the Managers shall cause the filing of the Certificate of Cancellation pursuant to the Act and shall take all such other actions as may be necessary to terminate the Company.

9.6 Character and Form of Liquidating Distributions. All payments made in liquidation of the interest of a Member in the Company shall be made in exchange for the interest of such Member in Property pursuant to Section 736(b)(1) of the Code, including the interest of such Member in Company goodwill. For purposes of making distributions required by Section 9.2, the Managers may determine whether to distribute all or any portion of the Property in-kind or to sell all or any portion of the Property and distribute the proceeds therefrom.

SECTION 10 MISCELLANEOUS

10.1 Entire Agreement and Modification. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes (along with the Schedules and other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by each of the Members.

10.2 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 deemed to have been delivered, given, and received for all purposes (i) if delivered personally to the Person or to an officer of the Person to whom the same

is directed, or (ii) when the same is actually received, if sent either by registered or certified mail, postage and charges prepaid, or by facsimile, if such facsimile is followed by a hard copy of the facsimile communication sent promptly thereafter by registered or certified mail, postage and charges prepaid, addressed as follows, or to such other address as such Person may from time to time specify by notice to the Members and Manager:

- (a) If to the Company or a Manager, to the address set forth in Section 1.1(c); and
- (b) If to a Member, to the address set forth in Exhibit A.

10.3 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 their respective successors, transferees, and assigns.

10.4 Time. In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included, but the time shall begin to run on the next succeeding day. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

10.5 Severability. Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement 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. The preceding sentence of this Section 10.5 shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any Member to lose the material benefit of its economic bargain.

10.6 Construction and Usage.

(a) The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Sections" refer to the corresponding sections of this Agreement.

(b) In this Agreement, unless a clear contrary intention appears: (i) the singular number includes the plural number and vice versa; (ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually; (iii) reference to any gender includes each other gender; (iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (v) reference to any legal requirement means such legal requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any legal requirement means that provision of such legal requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision; (vi) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof; (vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; (viii) "or" is used in the inclusive sense of "and/or"; (ix) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; (x) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; and (xi) references to "Dollars" or "\$" shall be deemed to be references to United States Dollars.

(c) This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

10.7 Governing Law. The laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties arising hereunder.

10.8 Jurisdiction; Service of Process. Any proceeding arising out of or relating to this Agreement may be brought in a state or federal court of competent jurisdiction in Miami, Florida, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.


10.9 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.


10.10 Specific Performance. Each Member agrees with the other Members that the other Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching Members may be entitled, at law or in equity, the nonbreaching Members shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

10.11 Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission and by electronic mail in PDF format shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile and by electronic mail in PDF format shall be deemed to be their original signatures for all purposes.

* * * * *

The Members have executed this Operating Agreement of Limited Liability Company of University Green Development, LLC intending to be legally bound as of the Effective Date.


JANET CLEMENT


RYAN R. HARRIS

The Company Units represented by this document have not been registered under any securities laws and the transferability of such Units is restricted. Such Units may not be sold, assigned, or transferred, nor will any assignee, vendee, transferee, or endorsee thereof be recognized as having acquired any such Units by the issuer for any purposes, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Units shall then be in effect and such transfer has been qualified under all applicable state securities laws, or (2) the availability of an exemption from such registration and qualification shall be established to the satisfaction of counsel to the Company.

The Units represented by this document are subject to further restriction as to their sale, transfer, hypothecation, or assignment as set forth in the Operating Agreement and agreed to by each Members. Said restriction provides, among other things, that no Units may be transferred without first offering such Units to the other Members, and that no vendee, transferee, assignee, or endorsee of a Members shall have the right to become a substituted Members without the consent of a majority of the Members which consent may be given or withheld in the sole and absolute discretion of the Members.

SCHEDULE 1.11
DEFINED TERMS

(a) "Adjusted Capital Account Deficit" means, with respect to any Unit Holder, the deficit balance, if any, in such Unit Holder's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments: (i) Credit to such Capital Account any amounts which such Unit Holder is deemed to be obligated to restore pursuant to the penultimate sentences in Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and (ii) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

(b) "Affiliate" means, with respect to any Person (i) any Person directly or indirectly controlling, controlled by or under common control with such Person (ii) any officer, director, general partner, Member or trustee of such Person or (iii) any Person who is an officer, director, general partner, Member or trustee of any Person described in clauses (i) or (ii) of this sentence. For purposes of this definition, the terms "controlling," "controlled by" or "under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person or entity, whether through the ownership of voting securities, by contract or otherwise, or the power to elect at least fifty percent (50%) of the directors, managers, general partners, or persons exercising similar authority with respect to such Person or entities.

(c) "Agreement" or "Operating Agreement" means this Operating Agreement of Limited Liability Company of University Green Development, LLC, including all Exhibits and Schedules attached hereto, as amended from time to time.

(d) "Articles of Organization" means the Articles of Organization filed with the Secretary of State of the State of Florida pursuant to the Act to form the Company, as originally executed and amended, modified, supplemented or restated from time to time, as the context requires.

(e) "Business Day" means a day of the year on which banks are not required or authorized to close in Miami, Florida.

(f) "Capital Account" means, with respect to any Unit Holder, the Capital Account maintained for such Unit Holder in accordance with the following provisions:

(i) To each Unit Holder's Capital Account there shall be credited (A) such Unit Holder's Capital Contributions, (B) such Unit Holder's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 3.3 or Section 3.4, and (C) the amount of any Company liabilities assumed by such Unit Holder or which are secured by any Property distributed to such Unit Holder. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Company by the maker of the note (or a Unit Holder related to the maker of the note within the meaning of Regulations Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Unit Holder until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2).

(ii) To each Unit Holder's Capital Account there shall be debited (A) the amount of money and the Gross Asset Value of any Property distributed to such Unit Holder pursuant to any provision of this Agreement, (B) such Unit Holder's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 3.3 or Section 3.4, and (C) the amount of any liabilities of such Unit Holder assumed by the Company or which are secured by any Property contributed by such Unit Holder to the Company;

(iii) In the event Units are Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred Units; and

(iv) In determining the amount of any liability for purposes of subparagraphs (i) and (ii) above there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

AC 7/6

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Managers shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or any Unit Holders, are computed in order to comply with such Regulations, the Managers may make such modification, provided that it is not likely to have a material effect on the amounts distributed to any Person pursuant to Section 9 upon the dissolution of the Company. The Managers shall also (x) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Unit Holders and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(g), and (y) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

(g) "Capital Contributions" means, with respect to any Unit Holder, the amount of money and the initial Gross Asset Value of any Property (other than money) contributed to the Company with respect to the Units in the Company held or purchased by such Unit Holder, including additional Capital Contributions.

(h) "Code" means the United States Internal Revenue Code of 1986, as amended from time to time.

(i) "Company" means the limited liability company formed pursuant to this Agreement and the Articles of Organization and the limited liability company continuing the business of this Company in the event of dissolution of the Company as herein provided.

(j) "Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero (-0-), Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managers.

(k) "Fiscal Year" means (i) the period commencing on the Effective Date and ending on December 31, 2015, (ii) any subsequent twelve-month period commencing on January 1 and ending on December 31, and (iii) the period commencing on the immediately preceding January 1 and ending on the date on which all Property is distributed to the Unit Holders pursuant to Section 9.

(l) "GAAP" means generally accepted accounting principles in effect in the United States of America from time to time.

(m) "Gross Asset Value" means with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Unit Holder to the Company shall be the gross fair market value of such asset, as determined by the Managers provided that the initial Gross Asset Values of the assets contributed to the Company pursuant to Section 2.2 shall be as set forth in such section;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account, as determined by the Managers as of the following times: (A) the acquisition of an additional interest in the Company by any new or existing Unit Holder in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Unit Holder of more than a de minimis amount of Company property as consideration for an interest in the Company; and (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), provided that an adjustment described in clauses (A) and (B)

of this paragraph shall be made only if the Managers reasonably determine that such adjustment is necessary to reflect the relative economic interests of the Unit Holders in the Company;

(iii) The Gross Asset Value of any item of Company assets distributed to any Unit Holder shall be adjusted to equal the gross fair market value (taking Code Section 7701(g) into account) of such asset on the date of distribution as determined by the Managers; and

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (vi) of the definition of "Profits" and "Losses" or Section 3.3(c); provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph (ii) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (ii) or (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Profits and Losses.

(n) "Indebtedness" means all items of indebtedness which, in accordance with GAAP and practices, would be included in determining liabilities as shown on the liability side of a statement of condition of the Company as of the date as of which indebtedness is to be determined, including all obligations for money borrowed and capitalized lease obligations, and shall also include all indebtedness and liabilities of others assumed or guaranteed by the Company or in respect of which the Company is secondarily or contingently liable (other than by endorsement of instruments in the course of collection) whether by reason of any agreement to acquire such indebtedness or to supply or advance sums or otherwise.

(o) "Losses" has the meaning set forth in the definition of "Profits" and "Losses."

(p) "Manager" means each of the individuals appointed by the Members as managers in accordance with Section 5.1.

(q) "Member" means Harris or Clement and "Members" means Harris and Clement.

(r) "Net Cash Flow" means the gross cash proceeds of the Company less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Managers. "Net Cash Flow" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

(s) "Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(t) "Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(u) "Percentage Interest" means, as of any date, the ratio (expressed as a percentage) of the number of Units held by such Unit Holder on such date to the aggregate Units held by all Unit Holders on such date.

(v) "Person" means any individual, partnership (whether general or limited), limited liability company, corporation, trust, estate, association, nominee or other entity.

(w) "Profits" and "Losses" mean, for each Fiscal Year, an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

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

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i).

and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses" shall be subtracted from such taxable income or loss:

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (q)(ii) or (q)(iii) of the definition of Gross Asset Value, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year, computed in accordance with the definition of Depreciation;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) is required, pursuant to Regulations Section 1.704-(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Unit Holder's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 3.3 or Section 3.4 shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Sections 3.3 and 3.4 shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

(x) "Property" means all real and personal property acquired by the Company, including cash, and any improvements thereto, and shall include both tangible and intangible property.

(y) "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations are amended from time to time.

(z) "RESPA" means the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and 12 C.F.R. Part 1024, as amended from time to time.

(aa) "Securities Act" means the Securities Act of 1933, as amended.

(bb) "Subsidiary" means any corporation, Company, joint venture, limited liability company, association or other entity in which such Person owns, directly or indirectly, fifty percent (50%) or more of the outstanding equity securities or interests, the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such entity.

(cc) "Transfer" means, as a noun, any voluntary or involuntary transfer, sale, pledge or hypothecation or other disposition, and, as a verb, voluntarily or involuntarily to transfer, sell, pledge or hypothecate or otherwise dispose of.

(dd) "Unit" means a Membership Unit.

(ee) "Unit Holder" means the holder of a Unit or Units of the Company, whether or not such holder has been admitted as a Member of the Company.

(ff) "Unit Holder Nonrecourse Debt" has the same meaning as the term "partner nonrecourse debt" in Section 1.704-2(b)(4) of the Regulations.

(gg) "Unit Holder Nonrecourse Debt Minimum Gain" means an amount, with respect to each Unit Holder Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Unit Holder Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

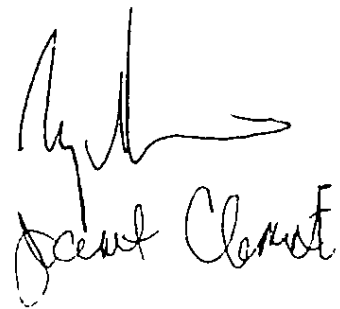
(hh) "Unit Holder Nonrecourse Deductions" has the same meaning as the term "partner nonrecourse deductions" in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

(ii) "Unreturned Capital Contribution Amount" shall mean with respect to a Member an amount equal to the aggregate Capital Contributions of such Member reduced, but not below zero (0), by all distributions previously made pursuant to Section 4.1(b) and Section 4.1(c) with respect to the Units held by such Member.

(jj) "Wholly Owned Affiliate" of any Person means an Affiliate of such Person (i) one hundred percent (100%) of the voting stock or beneficial ownership of which is owned directly by such Person, or by any Person who, directly or indirectly, owns one hundred percent (100%) of the voting stock or beneficial ownership of such Person, (ii) an Affiliate to such Person who, directly or indirectly, owns one hundred percent (100%) of the voting stock or beneficial ownership of such Person, and (iii) any Wholly Owned Affiliate of any Affiliate described in clause (i) or clause (ii).

EXHIBIT A
SCHEDULE OF MEMBERS

<u>Name</u>	<u>Address</u>	<u>Membership Units</u>	<u>Total Units</u>	<u>Percentage Interest</u>
Ryan R. Harris	18543 Devonshire Street Num 260 Northridge, CA 91324 E-mail: ryanharris111@gmail.com	20,000	20,000	66.66%
Janet Clement	P.O. Box 2272 San Pedro, California 90731 E-mail: janet@hycapro.com	10,000	10,000	33.33%
TOTALS		<u>30,000</u>	<u>30,000</u>	<u>100.00%</u>


Janet Clement