

L18000090350

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(Address)

(Address)

(City/State/Zip/Phone #)

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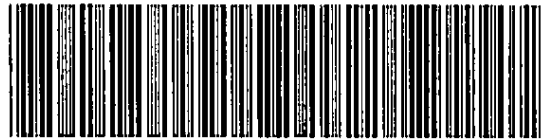
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TALLAHASSEE, FLORIDA

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4/12/19 DS

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: VIXUS INVESTMENT 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:

GILVANDRO MADUREIRA

Name of Person

VIXUS INVESTMENT LLC

Firm/Company

549 BOTTLEBRUSH CT

Address

NEW SMYRNA BEACH, FL. 32168

City/State and Zip Code

GILVANDROMADUREIRA16@GMAIL.COM

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

For further information concerning this matter, please call:

GILVANDRO MADUREIRA

386

8473830

at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> \$25.00 Filing Fee | <input type="checkbox"/> \$30.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input checked="" type="checkbox"/> \$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

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TALLAHASSEE, FLORIDA
SECRETARY OF STATE

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

(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 04/10/2018 and assigned
Florida document number L18000090350.

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)

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:

New Registered Office Address:

Enter Florida street address

Florida

City

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	STEFAN BRAGA LEMOS	5354 DEER CREEK DR, ORLANDO, FL. 32821	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
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TALLAHASSEE, FLORIDA

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

ATTACHMENT #01

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.

(b) The 90th day after the record is filed.

Dated 03/28/2019

Jane M. Davis
Signature of a member or authorized representative

Signature of a member or authorized representative of a member

GILVANDRO MADUREIRA

Typed or printed name of signee

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CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

Attachment #01

OPERATING AGREEMENT OF VIXUS INVESTMENT LLC

This Operating Agreement (this "Agreement ") is made on 25 day of March 2019, by and among the parties listed as members (the "Members ") on the signature pages hereto, as all of the initial Members of VIXUS INVESTMENT LLC (the "Company"), a limited liability company organized under the laws of the State of Florida.

RECITALS:

The Members desire to form the Company as a Manager Managed Limited Liability Company under the laws of the United States and the State of Florida for the purposes set forth herein and, accordingly, desire to enter into this Agreement in order to govern the business and affairs of the Company and to determine the rights and obligations of its Members and Managers.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and intending to be legally bound hereby, the parties hereby agree that the regulations of the Company shall be as follows:

ARTICLE 1 DEFINITIONS

1.1 Definition: The following terms shall have the meanings set forth below:

"Act" means the Florida Limited Liability Company Act (Florida Statutes, Section 608.401 etseq., as amended).

"Administrative Manager" refers to whomever is appointed by the Members, having the authority granted under Article 6.

"Affiliate" means, with reference to a specified person , any person directly or indirectly controlling, controlled by or under common control with the specified person , a person owning or controlling ten percent (10%) or more of the outstanding voting securities of the specified person, a person ten percent (10%) or more of whose outstanding voting securities are owned or controlled by the specified person , any officer, director or general partner or trustee of the specified person, and if the specified person is an officer, director, general partner or trustee, any corporation , partnership or trust for which the specified person acts in any such capacity.

"Agreement " means this Operating Agreement and any duly authorized amendments and Exhibits thereto.

"Articles of Organization" means the articles of organization of the Company, as they may be amended, filed with the Florida Department of State in accordance with the Act.

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"Assignee" means a Person to whom a Percentage Interest has been transferred, by transfer or assignment or otherwise, in a manner permitted under this Agreement, and who has agreed to be bound by the terms of this Agreement, but who has not become a Substitute Member.

"Capital Account" means the Capital Account to be established for each Member as provided by Article 4. The initial balance of each Member's Capital Account shall be the amount of such Member's Capital Contribution. Thereafter, the balance of such Member's Capital Account shall be adjusted as provided in Article 4,

"Capital Contributions" means, with respect to any Member as of any date, the total amount of money and/or in combination with the fair market value of property or services rendered that have been contributed to the Company by such Member (including, in the case of an Assignee or Substitute Member, contributions of property or money made by any prior holder of the Interest held by such Assignee or Substitute Member) as of such date.

"Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"Company" means VIXUS INVESTMENT LLC, a Florida limited liability company.

"Company resources" means, without limitation, those resources reasonably attributable to business conducted pursuant to this Agreement. This includes capital contributions, cost advances, or loans made to the Company by individual Members for the payment of costs associated with Company business.

"Entity" means a Person other than a natural person and includes, without limitation, corporations (both non-profit and other corporations), partnerships (whether limited, limited liability, general), trusts, joint ventures, limited liability companies, and unincorporated associations.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

"Manager" refers to whoever is appointed as manager by the Members, having the authority granted under Article 6.

"Managers" refers to whomever appointed by the Members, having the authority granted under Article 6, collectively to be known as Manager.

"Majority in Interest of the Members" means Members whose Percentage Interests, on the first day of the accounting period during which such majority is to be determined, aggregate more than fifty percent (50%) of the Percentage Interests on such date of all Members.

"Member" means each Member of the Company at the time of signing of this Agreement.

"Membership Interests" means all of the interests and rights of a Member in the Company, including a Member's: (i) Percentage Interest; (ii) right to inspect the Company's books and records; (iii)

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JACKSONVILLE, FLORIDA

right to vote on matters coming before the Company; and (iv) to the extent permitted in this Agreement or the Articles of Organization.

"Net Cash Flow" means, for any period, all cash receipts of the Company during such period from all sources, less all cash expenditures during such period, less all principal and interest payments on the Company's indebtedness during such period, and less the amount of a reasonable working capital reserve to meet the anticipated working capital requirements of the Company, as established by the Member.

"Percentage Interest" means the limited liability company interest owned by a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all the terms and provisions of this Agreement.

"Person" means any natural person, partnership, corporation, trust, association or other legally recognized Entity.

"Record Holder" means each Person in whose name a Percentage Interest is registered on the books and records of the Company as of the close of business on a particular business day.

"Securities Act" means the Securities Act of 1933 as amended and may also sometimes be referred to as the "1933 Act."

"Substitute Member" means an Assignee of a Member's Percentage Interest who has been admitted pursuant to the provisions of this Agreement, in place of his Assignor. A Substitute Member, upon his admission as such, shall replace and succeed to the rights, privileges and liabilities of the Member from whom he acquired his Percentage Interest to the extent of the Percentage Interest so transferred.

"Treasury Regulations" means the U.S. Department of the Treasury regulations promulgated under the Code, as such Treasury Regulations may be amended (including corresponding provisions of succeeding regulations).

"Unreturned Capital", with respect to any Member as of any given time, means the excess of (i) its Capital Contributions theretofore made to the Company, over (ii) all distributions made to such Member pursuant to 11.1.3(b) hereof

"Vote" or "Votes" shall be number of votes each Member is entitled to, based on the Percentage Interest as listed in Exhibit "A" of this agreement or as adjusted from time to time.

1.2 Accounting Terms and Determinations. All accounting terms used in this Agreement and not otherwise defined shall have the meaning accorded to them under United States generally accepted accounting principles ("GAAP") and, except as expressly provided in this Agreement, all accounting determinations shall be made in accordance with GAAP, consistently applied.

1.3 Statement of Intent. The Company is intended to qualify and be classified as a partnership under Treasury Regulations §301.7701-3, and it is neither the purpose nor the intent of the parties hereto to create an association taxable as a corporation.

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DIVISION
U.S. DEPT. OF
TREASURY
WASHINGTON, D.C.

ARTICLE 2 ORGANIZATION

2.1 Formation. The parties to this Agreement hereby agree to organize the Company as a limited liability company under and pursuant to the provisions of the Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided herein.

2.2 Name. The name of the Company shall be "VIXUS INVESTMENT LLC." The Company may do business under that name and under any other name or names that a Members agree upon following a meeting with notice to all Members. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a fictitious name registration as required by applicable law. All Members shall be given prompt written notice of any change in the name of the Company.

2.3 Purposes. The purpose of the Company is to engage in any lawful business permitted under the Act.

2.4 Term. The term of the Company commenced on the date the Articles of Organization were accepted by the Secretary of State of the State of Florida and shall continue perpetually, unless the Company is dissolved before such date in accordance with the provisions of this Agreement.

2.5 Principal Office. The Company shall have its principal place of business at 549 Bottlebrush Ct. New Smyrna Beach, FL 32168, or at such other place or foreign places as the Administrative Manager may, from time to time, select. The Company may from time to time have such other place or places of business in such other jurisdictions as the Manager may deem advisable.

2.6 Registered Agent. The name and address of the registered agent of the Company is Gilvandro Madureira, whose address is 549 Bottlebrush Ct. New Smyrna Beach, FL 32168. The Administrative Manager may, in his sole discretion, change the registered agent of the Company.

2.7 Fiscal Year. The fiscal year of the Company (the "Fiscal Year") shall end on the 31st day of December in each year. The Administrative Manager shall have the authority to change the ending date of the Fiscal Year to any other date required or allowed under the Code if the Administrative Manager, in his sole discretion, shall determine such change to be necessary or appropriate. The Administrative Manager shall promptly give notice of any such change to the Members.

ARTICLE 3 MEMBERS; CAPITAL CONTRIBUTIONS

3.1 Members. The name, present mailing address and Percentage Interest of each initial Member of the Company shall be as set forth on Exhibit "A".

3.2 Initial Capital Contributions. The Members shall contribute to the Company the amounts listed beside their respective names in Exhibit "A" to this Agreement. The Members may agree that Capital Contributions hereunder or elsewhere under this Agreement may be either monetary contributions or "in kind" contributions, such as the monetary value attributable to the market hourly rate for sales and marketing efforts. Money expended by the Members for costs such as legal services,

product manufacturing/distribution, etc. prior to the execution of this Agreement shall be credited toward the Capital Contributions required in Exhibit A or characterized in whole or in part as a business loan to the Company, as determined by the Administrative Manager. Any monies spent, invested, contributed or otherwise transferred prior to the signing of this agreement shall be considered Initial Capital Contributions if so determined by the Manager and as listed in Exhibit "A".

3.3 Admission of Additional Members. Except as otherwise expressly provided in this agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members. Such admission must not reduce any existing Member's Percentage Interest other than on a pro rata basis.

3.4 Changes in Percentages. The Administrative Manager shall amend the identification of Members and Percentage Interests specified on Exhibit A from time to time as necessary to reflect any Transfer of Interests and the admission of Additional or Substituted Members per Section 3.3, or as otherwise permitted by this Agreement.

3.5 Additional Capital Contributions. If the Members, by a written unanimous vote, shall at any time, or from time to time, determine that the Company requires additional Capital Contributions, then the Administrative Manager shall give notice to each Member of (i) the total amount of additional Capital Contributions required, (ii) each Member's proportionate share of the total additional Capital Contribution (determined in accordance with this Article), and (iii) the date each Member's additional Capital Contribution is due and payable, which date shall be thirty (30) days after the notice has been given. A Member's share of the total additional Capital Contribution shall be equal to the product obtained by multiplying the Member's Percentage Interest by the total additional Capital Contribution required. A Member's share shall be payable in cash, wire transfer, or by certified check.

3.6 No Interest. No Member shall be entitled to receive from the Company, payment of any interest on any Capital Contribution.

ARTICLE 4 CAPITAL ACCOUNTS; ALLOCATIONS

4.1 Capital Accounts. The Company shall establish, maintain and adjust each Member's Capital Account in accordance with the Code and the Treasury Regulations, including, without limitation, (i) the adjustments permitted or required by Code Section 704(b) and, to the extent applicable, the principles expressed in Code Section 704(c); and (ii) the adjustments required to maintain Capital Accounts in accordance with the substantial economic effect test set forth in the Treasury Regulations under Code Section 704(b). Subject to the foregoing, each Member's Capital Account shall be credited with (a) the amounts of such Member's Capital Contribution and (b) such Member's share of profits, gains and credits of the Company, and charged with (c) such Member's share of losses, deductions, costs and expenses of the Company, and (d) the amount of cash or value of all actual and deemed distributions of cash or other property distributed from the Company to such Member pursuant to this Agreement.

4.2 Allocation of Profits and Losses.

4.2.2 Subject to all provisions of article 4.2 of this Agreement, profits and losses shall be allocated among Members in the following order of priority:

(a) Any profits shall be allocated as follows:

i. To Members in the amount equal to and in reverse order of the net cumulative losses (aggregate losses in excess of aggregate profits) allocated to Members since the Signing of this Agreement.

ii. To Members in the amount equal to each Members Percentage Interest, allocated according to the percentages as listed in Exhibit "A" of this agreement or as adjusted over time.

(b) Any losses shall be allocated as follows:

i. To Members in the amount equal to and in reverse order of the net cumulative profits (aggregate losses in excess of aggregate losses) allocated to Members since the Signing of this Agreement.

ii. To Members in the amount equal to each Members Percentage Interest, allocated according to the percentages as listed in Exhibit "A" of this agreement or as adjusted over time.

4.2.3 For each Fiscal Year, items of income, gain, loss, deduction and credit of the Company shall be allocated, for federal, state and local income tax purposes, among the Members pursuant to the principles of Sections 704(b) and 704(c) of the Code and in conformity with regulations promulgated thereunder.

4.2.4 Subject to the foregoing, the Company shall be authorized to determine, in its absolute and uncontrolled discretion of the Manager, all questions as to the profits and losses reportable by the Company in its federal, state and local income tax returns, and the share thereof allocable to each Member and which each Member shall be required to report in its individual income tax return with respect to the Company, including making of any elections or revocations thereof as permitted by any of the provisions of the federal, state or local income tax laws. Notwithstanding the foregoing, the Company shall insure that each Member's pre-contribution gain with respect to property contributed by such Member shall be allocated to such Member.

4.2.5 In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Section 1.704-1(b), items of Company income and gain shall be specifically allocated to such Members in an amount and manner sufficient to eliminate the deficit balances, if any, in their Capital Accounts created by such adjustments, allocations or distributions as quickly as possible. Any special allocations of items of income or gain pursuant to this Article 4.2.4 shall be taken into account in computing subsequent allocations of profits and losses so that the net amount of any items so allocated, to the extent possible, shall be equal to the net amount that would have been allocated to each Member pursuant to the provisions of Article 4.2 if such unexpected adjustments, allocations or distributions had not occurred. The provisions of this Article 4.2.4 shall not affect the allocation to any Member who acquires its Interest subsequent to the special allocation required by this Article 4.2.4.

4.2.6 In the event that any Member at any time, by reason of the application of Treasury Regulations Section 1.752-2(a), is deemed to bear the economic risk of loss for a liability of the Company, Article 4.2.1 shall be amended to the extent necessary to ensure that all losses and deductions of the Company attributable to such liability are allocated among the Members in accordance with the principles of Sections 752 and 704 of the Code and the applicable regulations thereunder.

4.3 Title to Company Property. All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership

interest in any Company property in its individual name or right, and each Member's interest in the Company shall be personal property for all purposes. Members agree to execute documents necessary to assign rights to the Company in intellectual property developed or conceived while acting in their capacity as Members of the Company.

ARTICLE 5 DISTRIBUTIONS

5.1 Distributions.

5.1.1 Within ninety (90) days of the end of each Fiscal Year of the Company, the Manager shall determine what distributions, if any, shall be made to the Members. Any distributions shall be made in the following order of priority:

(a) To Members who have made business loans or cost advances ("Costs") to the Company in amount equal to and in satisfaction of said Costs. In the event the outstanding Cost balance exceeds the amount available for distribution, the profits shall be distributed pro rata in accordance with the amount of the respective Members' Costs;

(b) To the Members in proportion to their respective Percentage Interests as listed in Exhibit "A" of this agreement or as adjusted from time to time.

5.1.2 Notwithstanding any provisions in Article 5.1 or elsewhere in this Agreement to the contrary, no distribution shall be made to a Member in the event that such Member has defaulted in the performance of any of the terms, conditions, covenants, undertakings, or obligations set forth in this Agreement and such default shall not have been remedied within sixty (60) days after written notice thereof from the other Member. So long as any such default is continuing, the defaulting Member assigns to the other Members its right to receive, and its interest in, distributions to the extent necessary to compensate each other Member for their losses, damages, costs, and expenses resulting directly or indirectly from such default.

5.2 Return of Capital. Except as herein provided with respect to distributions during the term of the Company or following dissolution, no Member has the right to demand a return of such Member's Capital Contribution (or the balance of such Member's Capital Account). Further, no Member has the right (i) to demand and receive any distribution from the Company, or (ii) to bring an action of partition against the Company or its property. Neither the Company nor the Member shall have any personal liability for the repayment of capital contributed by the Members.

5.3 Limitations on Distributions. Notwithstanding any other provisions of Article 5 or any other provisions in this Agreement, the Company shall not make any distributions of money or property unless: (i) after such distribution is made, the fair market value of the Company's assets exceeds its total liabilities; and (ii) such distribution does not otherwise contravene any provision of law applicable to the Company.

ARTICLE 6 MANAGEMENT

6.1 Management of the Company. The management of the business is invested in the Administrative Manager.

6.1.1 Administrative Manager' General Powers. Administrative Manager may take part in the control, management, direction, or operation of the Company's affairs and shall have powers to bind the Company, subject to the following limitations:

(a) Any legally binding agreement must be signed by all Managers. Should it be more expedient for one Manager to execute the binding agreement, the Members may authorize such signature by one Manager. This approval must be obtained prior to the execution of the agreement by one Manager. In the Event the Manager are not in agreement, any binding of the Company into any agreement must be approved by the Administrative manager.

(b) Any decision that involves a sale or encumbrance of Company assets must be signed by all Managers. In the Event the Manager are not in agreement, any binding of the Company into any agreement must be approved by the Administrative manager.

(c) Any a loan for more than \$ 10,000.00 (ten thousand dollars) on behalf of the Company must be signed by all Managers. In the Event the Managers are not in agreement, any loan for more than \$ 10,000.00 (ten thousand dollars) on behalf of the Company must be approved by the Administrative manager.

(d) Any acquisition of another business or assets in the amount over \$ 10,000.00 (ten thousand dollars) on behalf of the Company must be signed by all Managers. In the event all Managers are not in agreement, any acquisition of another business or assets on behalf of the Company must be approved by the Administrative manager.

(e) All day to day decisions and management of the Company will predominantly be made by the Administrative Manager.

(f) In the event Manager disagrees with the Administrative Manager's decision or proposed decision, Manager may call a vote among Members that will be decided by the Administrative manager.

6.1.2 Administrative Manager. The Administrative Manager of the Company shall be Gilvandro Madureira for an undetermined period of time .. The Administrative Manager shall have primary responsibility for managing the operations of the Company, maintaining accounts, and for effectuating the decisions of the Members. The Administrative Manager may:

(a) make any and all expenditures that the Manager deem necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities hereunder, including, without limitation, all legal, accounting and other related expenses incurred in connection with the organization and financing and operation of the Company; and

(b) establish a record date with respect to all actions to be taken hereunder that require a record date be established, including with respect to allocations and distributions; and,

(c) bring, defend and settle on behalf of the Company actions and proceedings at law or in equity before any local, state or federal court or governmental, administrative or other regulatory agency, body or commission or otherwise .

6.1.3 Manager. The Manager of the Company shall be Stefan Braga Lemos for an undetermined period of time until replaced by the majority of member interest. The Administrative Manager shall have primary responsibility for managing the operations of the Company, maintaining accounts, and for effectuating the decisions of the Members.

6.1.4 Manager Specific Powers. Without limiting the generality of the foregoing, and subject to the approval required in this Agreement, the Manager are authorized on the Company's behalf to make all decisions in accordance with Article 6.1. I as to the following actions:

(a) acquire by purchase, lease, or otherwise, any real or personal property, tangible or intangible; with written approval by the Administrative Manager.

(b) construct, operate, maintain, finance, and improve, and to own, sell, convey, assign, mortgage, or lease any real estate and any personal property; with written approval by the Administrative Manager.

(c) sell, dispose, trade or exchange Company assets in the ordinary course of the Company's business; with written approval by the Administrative Manager.

(d) enter into agreements and contracts and to give receipts, releases and discharges; with written approval by the Administrative Manager.

(e) properties and business; purchase liability and other insurance to protect the Company's . with written approval by the Administrative Manager.

(f) borrow money for and on behalf of the Company, and, in connection therewith execute and deliver instruments authorizing the confession of judgment against the Company; (g) execute or modify leases with respect to any part or all the(h) prepay, in whole or in part, refinance, amend, modify, or extend any mortgages or deeds of trust that may affect any asset of the Company, and in connection therewith, execute for and on behalf of the Company any extensions, renewals or modifications of such mortgages or deeds of trust; (i) The expression of any power or authority of the Manager in this Agreement shall not in any way limit or exclude any other power or authority which is not specifically or expressly set forth in this Agreement. with written approval by the Administrative Manager.

6.2 Member Duties. In addition to the management authority granted to Manager, duties may be assigned to Members. These duties shall be established vote of all Members and may be changed from time to time by Administrative manager.

6.2.1 If a Member fails to perform his or her duties for a period of 120 consecutive days, that Member shall forfeit its Membership Interest. The start date of failure must be documented.

6.2.2 If a Member disputes the completion of another Member 's duties and seeks to cause the forfeiture of another Member 's interest, it must do so in writing, delivered via registered mail to the Member 's address listed in Exhibit A. In the event certified delivery is not available, hand delivery with proof of receipt is acceptable by a third party.

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6.2.3 Upon receipt of such dispute, a Member which fulfillment of duties in being questioned must remedy and fulfill the duties as established according to the provisions of this Agreement within fourteen (14) days.

6.2.4 In the event a dispute arises as to the fulfillment of a Member's duties, and the Member has gone through the dispute process outlined in this Agreement, Members agree to enter into binding arbitration. Upon decision of a qualified Arbitrator that a Member has or is failing to meet the duties it has been assigned, the Member shall forfeit its Membership Interest and his or her interest shall be assigned to the remaining Members. The assignment of the non-compliant Member's membership interest will establish a debt owed by the LLC in accordance with Article 8.

6.2.5 A value of the non-compliant Member's interest being transferred and assigned to the complaining Member must be made based on the Capital Accounts, before the transfer can be completed. During the course of the transfer, the non-compliant Member shall not have powers assigned of his or her Membership Interest.

6.2.6 In the event of a dispute of Member's duties, Members may negotiate an exchange of Membership interests for a lesser amount of Member duties. Any such agreement must be approved by the Administrative manager.

6.3 Disputes of Members. Disputes among Members shall be decided by vote.

6.4 No Management by Other Members. Except as otherwise expressly provided hereon, no Member or any other person, other than the Administrative Manager and Manager, shall take part in the day-to-day management, or the operation or control of the business and affairs of the Company. Should there be any vacancies in the positions of Administrative Manager or Manager, Members shall determine by a Administrative manager to name another Member to occupy the vacancy. Except and only to the extent expressly delegated by the Members, no Member or other Person other than the Members shall be an agent of the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company, unless it is expressly provided and effected per the provisions of this Agreement.

6.5 Limitations on Members. Members shall not: (i) do any act in contravention of any applicable local, state or federal law or regulation, or provision of this Agreement; (ii) possess Company property for other than a Company purpose; or (iii) admit any person as a Member except as permitted under the terms of this Agreement or the Act.

6.6 Reliance by Third Parties. Any Person dealing with the Company may rely upon a certificate signed representation by any Member as to: (i) the identity of the Members; Administrative Manager, Manager or any other Member hereof; (ii) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Members or in any other manner germane to the affairs of the Company; (iii) the Persons who are authorized to execute and deliver any instrument or document of or on behalf of the Company; or (iv) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member.

6.7 Other Activities of Members and Related Persons.

6.7.1 Ability to Engage in Other Activities. Except as otherwise provided in this Agreement, nothing herein shall be deemed to restrict in any way the rights of any Member, or of any affiliate of any Member, Manager or Administrative Member to conduct any business or activity whatsoever outside the scope and purview of the Company, and no such Manager, Manager, Administrative Manager or Member shall be accountable to the Company or to Manager or Member with respect to that business or activity, even if the business or activity indirectly competes with the Company's business. No intellectual property owned, developed or conceived relating to the intellectual property belonging to the Company may be used by that Member in a competing business. All sales, contracts, or agreements made between a Member and a third party for the sale of Company property, whether assigned to the Company or not, shall inure to the benefit of the Company and not any Member's separate business activity. Members must disclose potential conflicts of interest to other Members.

6.7.2 The organization of the Company shall be without prejudice to the respective rights of the Administrative Manager and Manager (or the rights of their respective affiliates) to maintain, expand, or diversify such other interests and activities and to receive and enjoy profits or compensation there from.

6.7.3 Engagement of Other Persons. The Administrative Manager may, from time to time, employ any person or engage third parties to render services to the Company on such terms and for such compensation as the Administrative Manager determine, in their sole discretion, including, without limitation, attorneys, investment consultants, brokers or finders, independent auditors and printers. Such employees and third parties may be Affiliates of the Administrative Manager, or of one or more of the Members. Persons retained, engaged or employed by the Company may also be engaged, retained or employed by Administrative Manager, one or more Members or any of their respective Affiliates for purposes outside that of the interests of the Company.

6.7.4 Contracts with Affiliates. The Members may cause the Company to enter into contracts and transactions with other Members and any person that directly or indirectly controls, is controlled by, or is under common control with the Member(s), provided that the terms of any such contract or transaction are fair and reasonable to the Company and are not less favorable than could be obtained in arms-length negotiations with unrelated third parties for similar services.

6.8 Member's Expenses. Each Member shall be solely responsible for its own expenses and out-pocket costs incurred in connection with its admission to, and the maintenance of its interest in the Company.

6.9 Unanimous Consent. Wherever the Act requires unanimous consent to approve or take any action, that consent shall be given in writing and, in all cases, shall mean the consent of all Members. Any action required or permitted to be taken at a meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by such Members required for an Act of the Members and delivered to the Manager for inclusion in the minutes or for filing with the Company records.

ARTICLE 7 BOOKS OF ACCOUNT, RECORDS, AND BANKING

7.1 Maintenance of Books and Records, Etc.

7.1.1 Maintenance of Books and Records. The Administrative Manager shall keep or cause to be kept complete and accurate books and records of the Company, including any and all records required by law, and supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with GAAP.

7.1.2 Access. All such books and records shall at all times be made available at the principal office of the Company or the offices of the Administrative Manager and shall be open to the inspection and examination of the Members or their duly authorized representatives during normal business hours upon twenty four (72) hours' prior written notice, for any equitable purposes reasonably related to the Company and such Member's Interest therein under such conditions and restrictions as the Administrative Manager may reasonably prescribe. Members shall not disclose (and will require its representative to abstain from disclosing) to third parties any information of a proprietary nature which is obtained upon any such inspection.

7.1.3 Banking. All Company funds may be deposited in an FDIC Insured banking institution, in accounts opened in the Company's name. The Administrative Manager shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

7.2 Financial Statements and Other Reports.

7.2.1 Annual Financial Information. Subject to the Company receiving all necessary information from third parties, the Company shall, within ninety (90) days after the end of each Fiscal Year of the Company, send to each Person who was a Member in the Company at any time during the ending Fiscal Year, an unaudited statement of assets, liabilities and Members' capital as of the end of such Fiscal Year and related unaudited statements of income or loss and changes in assets, liabilities and Members' capital, all prepared on the using the same methods used for the computation of adjustments to Capital Accounts.

7.2.2 Quarterly Financial Information. Promptly after the end of each fiscal quarter, the Administrative Manager shall mail to each person who is a Member on the date of dispatch an unaudited report providing unaudited summary financial information with respect to the Company.

ARTICLE 8 TRANSFER OF INTERESTS; SUBSTITUTE MEMBERS

8.1 Assignments by Members.

8.1.1 Limited Right of Assignment. If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of its interest in the Company, exiting Member shall comply with the following procedures, in the following order:

(a) Deliver a written offer to sell such interest to the other Member(s) at a price determined in the writing. Exiting Member shall not make this intention publicly known. If other Members decline the offer or fail to exercise the option to purchase within sixty (60) days, the exiting member may advertise its membership interest for sale as he or she sees fit.

(b) Exiting Member shall deliver to other Members the identity of potential non-Member buyer and certified proof that potential non-Member buyer has the funds to complete the transaction. Any Member shall have sixty (60) days to exercise his right of first refusal and elect to purchase the exiting Member's interest for the agreed upon sale price.

(c) Sale of the exiting Member's Membership Interest to potential buyer must be approved by Unanimous Vote. Pursuant to the applicable law, Members shall have the right to approve or deny based solely on their best judgement.

(d) Each Member and each assignee thereof hereby agrees that it will not affect any Assignment of all or any part of its Interest in the Company (whether voluntarily, involuntarily or by operation of law) in any manner contrary to the terms of this Agreement or that violates or causes the Company to violate the Securities Act, the Exchange Act, or any other local, state or federal laws, rules, regulations, orders and other directives of any Governmental Authority. Notwithstanding any provisions in this Agreement, no Member may assign, encumber or otherwise transfer all or any part of such Member's Percentage Interest in the Company if such transfer might, in the opinion of counsel to the Company, result in (a) the termination of the Company for federal income tax purposes, or (b) the characterization of the Company as "publicly traded" for federal income tax purposes, unless the company has undergone a conversion pursuant to Article 13, and is in fact a publicly traded company compliant with all laws and regulations pertaining thereto. Any attempt to affect any such transfer, assignment or sale in contravention of this Article shall be null and void and of no legal force or effect.

8.1.2 Conditions Precedent to Assignment. Any purported assignment by a Member pursuant to the terms of this Article 8 shall, in addition to requiring the prior unanimous approval by all Members, be subject to the satisfaction of the following conditions:

(a) the Administrative Manager shall be given prior written notice of such desired Assignment, specifying the name and address of the proposed Assignee, if any, and the terms and conditions of the proposed Assignment, at least twenty (20) business days prior to delivery of any written notices to Members;

(b) the exiting Member or Assignee shall undertake to pay all expenses incurred by the Company or the Member on behalf of the Company in connection therewith;

(c) Assignee or proposed assignee shall provide to the Company (a) any documents, instruments and certificates as may be requested by the Manager, pursuant to which such Assignee shall agree to be bound by this Agreement, (b) any other documents, opinions, instruments and certificates as the Manager shall request and (c) a counterpart of this Agreement executed by or on behalf of such person; and

(d) Exiting Member or Assignee shall, prior to assignment, deliver to the Company the written opinion of counsel as described in Article 8.1.4.

(e) The Administrative Manager may waive any or all of the conditions set forth in this Article 8.1.2 if, in its sole discretion, it deems it in the best interests of the Company.

8.1.3 Effective Date of Assignment. Any permitted Assignment shall be effective as of a date determined at the sole discretion of Administrative Manager and no such Assignment shall relieve the Assignor of such Assignor's responsibility for any expenses, obligations or liabilities, whether accruing prior or subsequent to the Assignment.

8.1.4 Requisite Written Opinion of Counsel. Prior to approval of any assignment, exiting Member or assignee shall provide Manager, in form and substance satisfactory to the Manager by counsel satisfactory to Manager, a written report by counsel that the consummation of the assignment contemplated by the opinion will not:

(a) violate any provisions of the Securities Act or applicable state securities laws;

(b) cause the Company to be taxable as a corporation or association under the Code;

(c) violate any local, state or federal the rules and regulations of any Governmental Authority applicable to such Assignment; and

(d) pose a material risk that the Company will be treated as a "publicly traded partnership" within the meaning of Section 7704 of the Code and the Regulations and would not make the Company ineligible for "safe harbor" treatment under Section 7704 of the Code and the Regulations.

In giving such opinion, counsel may, with the consent of the Manager, rely as to factual matters on certificates of the exiting Member, the proposed assignee and Manager.

8.1.5 Admission of Assignees as Substitute Members. No Assignee of all or any part of any Percentage Interest of a Member in the Company shall be admitted to the Company as a Substitute Member unless and until the Administrative Manager have consented to such substitution in their sole and absolute discretion. Unless and until an Assignee of an Interest becomes a Substitute Member, such Assignee shall not be entitled to exercise any vote, consent or any other right or entitlement with respect to such Percentage Interest. In the event of the admission of an Assignee as a Substitute Member, all references herein to the assigning Member shall be deemed to apply to such Substitute Member, and such Substitute Member shall succeed to all rights and obligations of the assigning Member hereunder. A person shall be deemed admitted to the Company as a Substitute Member at the time that the foregoing provisions are satisfied. The Administrative Manager shall revise Exhibit A attached hereto to reflect such admission. No attempted Assignment and no substitution shall be recognized by the Company unless effected in accordance with and as permitted by this Agreement.

8.2 Valuation of Exiting Member's Interest. In the event a Member wishes to exit the Company and does not have a buyer for his or her Membership Interest, the exiting member will assign its interest to current members according to the following procedures:

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8.2.1 A value must be placed upon this Membership Interest before assigned.

8.2.2 If exiting Member and other Members do not agree on the value of this Membership Interest, exiting Member must hire, at his or her own expense, a certified appraiser who shall appraise the Company and the exiting Member's Membership Interest.

8.2.3 Remaining Members must approve the certified appraiser used by exiting Member. Current members have thirty (30) days from the delivery of written notice to approve the exiting Member's certified appraiser. In the event Members do approve the certified appraiser, Manager shall nominate a certified appraiser of their choice, to be paid for by the exiting Member.

8.2.4 Any Member who does not agree with the value placed on Company and exiting Member's Membership Interest, may, at his or her own expense choose another certified appraiser. Such appraisal must be completed and delivered to all Members within sixty (60) days of receipt of appraisal conducted by exiting Member's chosen certified appraiser.

8.2.5 Upon receipt of current Member's appraisal, exiting Member shall have thirty (30) days from receipt of current Member's appraisal to approve the valuation.

8.2.6 If exiting member does not approve current Members' appraisal value, the remaining Member shall, chose legal counsel who shall hire an independent certified appraiser. Counsel's attorney's fees and fees paid to independent certified appraiser shall be paid for by exiting Member. This appraisal shall be completed within sixty (60) days of exiting Member notice of disapproval of current Member's appraisal. Members and exiting Member shall abide by the valuation obtained by this independent appraisal.

8.3 Distribution of Exiting Member's Interest. Upon determination of exiting Member's Membership's Interest value, that amount shall be a debt of the Company. The exiting Member shall demand payment of this debt solely upon the dissolution of the Company or the using the following method:

8.3.1 The Company will make timely quarterly payments in an amount to be divided into equal payments to be made over a period of forty (40) quarters. Starting on the quarter following the exiting Member's exit.

8.3.2 The Company shall only be required to make payments to exiting Members' debt if Company is profitable and distributions were made to Members. Any quarterly payment not made because the Company was not profitable and distributions were not made to Members, shall cause payments to be added at the end of the payment term, in excess of forty (40) quarterly payments.

8.3.3 Payment schedule shall continue until Exiting Member's debt is satisfied.

8.3.4 In the event the Company is dissolved, exiting Member shall be a regular debtor and payment will follow normal dissolution payment statutes.

8.3.5 Exiting Member's value of Membership Interest and debt thereof shall not accrue interest.

8.3.6 Company may elect to pay off amount owed to exiting Member at any time.

ARTICLE 9 DRAG-ALONG PROVISIONS

9.1 Drag-Along Right. Notwithstanding any provision to the contrary, if at any time a Administrative manager in Interest of the Members (for purposes of this Section 9 the) desires to transfer all (or any portion) of their Percentage Interest to any Third Party Purchaser (or Purchasers), the Members shall have the right to require that all other Members transfer the same portion of their respective Percentage Interests to such purchaser (or purchasers) on the same terms and conditions, and subject to the same agreements, as the sale by the Members. The Members shall deliver a notice to the Company (the "Drag-Along Notice ") of such sale at least thirty (30) days prior to the date of closing thereof, and the Drag-Along Notice shall identify such purchaser (or purchasers), all material terms of the sale and the date of closing. The Company shall promptly notify the Members of its receipt of the Drag-Along Notice within ten (10) days of receipt. Upon the closing of any sale by the Members of all (or such portion) of their Percentage Interest as described in a Drag-Along Notice, such purchaser (or purchasers) shall pay to each Member the consideration payable to such Member in connection with such sale of all (or such portion) of the Percentage Interests of the Company to such purchaser (or purchasers) , net of such Member's proportionate share of the expenses of the sale, and the Percentage Interest (or such portion) of all such Members shall be deemed transferred to such purchaser (or purchasers).

ARTICLE 10 INDEMNIFICATION OF MANAGER

10.1 Indemnification.

10.1.1 The Company shall to the maximum extent permitted by applicable law, indemnify and hold harmless the Manager for any act performed by the Manager within the scope of the authority conferred on the Manager herein, from and against any and all Damages, including, without limitation, attorney's fees incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from any of the foregoing by or before any court or Governmental Authority , whether pending or threatened , which, in the judgment of the Manager, arise out of, relate to or are in connection with this Agreement or the management or conduct of the business or affairs of the Manager, the Company, any other person in which the Company has a direct or indirect interest or any of their respective Affiliates, except for any such Damages that are finally found by a court of competent jurisdiction to have resulted primarily from the bad faith, gross negligence or intentional misconduct of, or breach of this Agreement or knowing violation of law by, the person seeking indemnification.

10.1.2 The termination of any proceeding by settlement shall not be deemed to create a presumption that the Manager involved in such settlement acted in a manner which constituted bad faith, gross negligence, intentional misconduct, breach of this Agreement or a knowing violation of law. The indemnification provisions of this Article 10 may be asserted and enforced by, and shall be for the benefit of, the Manager, and the Manager are hereby specifically empowered to assert and enforce such right.

10.2 Contribution. If for any reason the indemnity provided for in Article 10 and to which the Manager(s) are otherwise entitled is unavailable (other than for reason of acting in a manner which constituted bad faith, gross negligence, intentional misconduct , breach of this Agreement or a knowing

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violation of law) in respect of any Damages, then the Company, in lieu of indemnifying the Manager(s), shall contribute to the amount paid or payable by the Manager as a result of such Damages in such proportion as is appropriate to reflect not only the relative benefits received by the Company, on the one hand, and the Manager(s) on the other hand, but also the relative fault of the Company and the Manager(s) as well as any relevant equitable considerations. The indemnification (or contribution) and advancement of amounts provided by this Article 10 shall not be deemed exclusive of, but shall be in addition to, any other rights to which the Manager(s) may otherwise be entitled and shall continue notwithstanding the Manager(s)' no longer serving in such capacity.

10.3 Insurance. The Company may purchase and maintain insurance on behalf of the Manager against any liabilities that may be asserted against or that may be incurred by the Manager arising out of, or related to, the initial offering of Interests, any other offering of Interests or other interests in the Company, and/or the business, operation, administration or termination of the Company, regardless of whether the Company would be required to indemnify the Manager against such liabilities under the provisions of this Agreement. The cost of such insurance shall be a Company Expense.

10.4 Binding Provisions. The advancement, indemnity and contribution obligations of the Company under this Article 10 shall be in addition to any liability which the Company may otherwise have, shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company and the Manager(s) and shall not be deemed to create any rights for the benefit of any other party. The provisions of this Article 10 shall survive any termination of this Agreement.

ARTICLE 11 DISSOLUTION AND TERMINATION OF THE COMPANY

11.1 Dissolution and Termination.

11.1.1 Events of Dissolution. The Company shall be dissolved upon the happening of any of the following stated events:

- (a) Expiration of the term described in Article 2.4;
- (b) Upon the unanimous written agreement by Members, or if no Members have a Percentage Interest at the time of Dissolution, the unanimous written agreement of the current Members;
- (c) Upon the sale or other disposition of all or substantially all the Company's assets; or
- (d) Upon the occurrence of any other event, if any, required by law to result in the dissolution of the Company.

11.1.2 Liquidating Agents; Winding Up. In the event of dissolution and termination of the Company, the Administrative Manager shall wind up the affairs of the Company, provided that if there is no remaining Administrative Manager, the affairs of the Company shall be wound up by the person or persons previously designated by the Administrative Manager to liquidate the Company's assets or, if the Administrative Manager has made no such designation, by the person or persons designated by a

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the Administrative manager, such Members or persons being referred to herein as the "Liquidating Agents."

11.1.3 Distribution of Assets Upon Liquidation. The Administrative Manager or Liquidating Agents, as applicable, shall liquidate at least so much of the Company's assets as may be required to and shall pay all liabilities (including without limitation all costs of dissolution and winding up and any payment the Administrative Manager has agreed to make to the Liquidating Agents for their services in connection with the dissolution and loans to the Company by any Member) and distribute the Company's remaining assets (in cash or in kind or partly in cash and partly in kind, as the Manager or Liquidating Agents, as applicable, may determine in its or their absolute discretion). The Company's net assets after satisfaction of its liabilities and expenses (including the expenses of liquidation) shall be distributed to the Members as follows:

- (a) first, to the Members, pro rata based upon their respective Unreturned Capital balances of each of the Members has been reduced to zero; and
- (b) then to the Members in proportion to their closing Capital Accounts for the fiscal year ending on the date of termination, without distinction between the Members.

11.1.4 Qualified Income Offset. Notwithstanding anything in this Article 11 to the contrary, in the event a Member unexpectedly receives any adjustment, allocation or distribution described in Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations, which causes or increases a deficit balance in such Member's Capital Account, all distributions to such Member shall be allocated to such Member's Capital Account in an amount and manner sufficient to eliminate the deficit balance in such Capital Account as quickly as possible. Notwithstanding any provisions herein to the contrary, this Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligating any Member to make any Capital Contribution except as required by Article 3. No Member with a deficit balance in such Member's Capital Account shall have any obligation to the Company, to any other Member, or to any third party to restore or repay said deficit balance.

11.2 Time for Liquidation. A reasonable amount of time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Administrative Manager or the Liquidation Agents to minimize the losses attendant upon such liquidation.

11.3 Termination. Upon compliance with the foregoing distribution plan, the Company shall cease to be such, and the Administrative Manager or the Liquidation Agents, as the case may be, shall execute, acknowledge and cause to be filed with the Secretary of State of the State of Florida articles of dissolution of the Company. The provisions of this Agreement shall remain in full force and effect during the period of winding up and until the filing of such certificate of cancellation of the Company with the Secretary of State of the State of Florida.

ARTICLE 12 DEATH, WITHDRAWAL, BANKRUPTCY OR DISSOLUTION OF MEMBERS

12.1 Effect of Retirement, Withdrawal, Bankruptcy, Dissolution or Death of a Member. The occurrence of the retirement, withdrawal, bankruptcy, dissolution or death with respect to a Member

shall not dissolve the Company, and the Company shall continue without any action on the part of the remaining Members. The trustee, executor, administrator, committee or guardian of the Member or of the Member's estate, as the case may be, shall have all the rights of the Member for the purpose of settling or managing the estate and such power as such Member possessed to assign all or part of such Member's Interest, provided that any such trustee, executor, administrator, committee or guardian shall become a Substitute Member only upon compliance with the provisions of Article 8.

12.2 Effect of Retirement, Withdrawal, Bankruptcy, Dissolution or Death of the Administrative Manager. In the event of death, incapacity, adjudication of incompetency, Bankruptcy, dissolution, liquidation, retirement, resignation, withdrawal or removal of the Administrative Manager, the members or their representatives in Interest of the Members will select a new Administrative Manager.

ARTICLE 13 MISCELLANEOUS

13.1 Securities Matters. The Members hereby represent and warrant to the Company and the Members that:

13.1.1 For Their Own Account. Subject to the requirements of any law, each Member is acquiring its interest herein solely for its own account as principal and not with a view to resale or distribution;

13.1.2 Not a Registered Offering. In connection with the purchase of its interest herein: (a) each Member has been fully informed as to the circumstances under which it is required to take and hold such interest pursuant to the requirements of the Securities Act, the rules and regulations thereunder, and the applicable state securities or "Blue Sky" laws; (b) each Member has been informed by the Members that its interest herein is not registered under the 1933 Act and may not be transferred, assigned or otherwise disposed of, unless such interest is subsequently registered under the 1933 Act or an exemption from such registration is available; and (c) each Member understands that: (i) the Company and the Members are under no obligation to register such interest under the 1933 Act or to comply with any applicable exemption under the 1933 Act and any applicable exemption or exemptions under the applicable state securities or "Blue Sky" laws with respect to such interest; and (ii) the Company will not be required to supply the Member with any information necessary to enable it to make a sale of such interest pursuant to Rule 144 under the 1933 Act (assuming such Rule is applicable and is otherwise available with respect to such interest); and

13.1.3 Restrictions on Transfer. Each Member understands that this Agreement contains restrictions on the transfer, assignment and disposition of its interest herein and that, in addition to such restrictions, it covenants and agrees that such interest shall not be sold, assigned, transferred or otherwise disposed of unless: (a) such sale, assignment, transfer or other disposition is exempt from registration under the 1933 Act and the applicable state securities or "Blue Sky" law or laws and, if the Members so request, an opinion satisfactory to the Members to such effect has been rendered by counsel satisfactory to the Members, or (b) a registration statement covering his interest in the Company is effective under the 1933 Act.

13.2 Notices. Any notice, demand, consent, election, offer, approval, request or other communication (collectively a "Notice") required or permitted hereunder must be in writing and either

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delivered personally or sent by recognized overnight delivery service, or by certified or registered mail, postage prepaid, return receipt requested. Any Notice to be given hereunder by the Company shall be given by the Manager. A Notice must be addressed to a Member at the Member's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A Notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A Notice sent by overnight delivery service shall be deemed delivered by noon of the day following the delivery day. A Notice that is sent by certified or registered mail will be deemed given five (5) days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for Notices; and, thereafter, Notices are to be directed to those substitute addresses or addressees.

13.3 Further Assurances. The Members will execute and deliver such further instruments and do such further acts and things as may reasonably be required to carry out the intent and purposes of this Agreement.

13.4 Entire Agreement. This Agreement together with the documents expressly referred to herein, each as amended or supplemented, constitutes the entire agreement among the parties with respect to the subject matter herein or therein. This Agreement supersedes any prior written and oral statements, including any representation, statement, condition, or warranty.

13.5 Amendments. This Agreement may be amended by a 2/3 two-third majority vote of the Members during a special meeting or annual meeting, or by unanimous written consent, provided that notice of the intention to amend the Agreement is properly communicated pursuant to Article 13.2 hereof, or in the alternative, such notice requirement is waived by the all Members.

13.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without reference to its principles of conflicts of laws.

13.7 Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the Middle District of Florida or any Florida state court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

13.8 Successors and Assigns. Except as otherwise specifically provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, heirs, administrators, executors, successors and assigns.

13.9 Headings. The Article headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of the Agreement or the intent of the provisions hereof.

13.10 Gender. Where the context requires, the use of the singular form herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include any and all genders.

13.11 Severability. Each provision of this Agreement shall be considered severable and if, for any reason, any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in

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any jurisdiction , the validity, legality and enforceability of the remaining provisions of this Agreement , or the application of such provision in jurisdictions or to persons or circumstances other than those to which it is held invalid , illegal or unenforceable shall not be affected thereby.

13.12 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. It shall not be necessary for all Members to execute the same counterpart hereof.

13.13 Acceptance by Email. This Agreement shall be accepted, effective and binding, for all purposes, when the parties shall have signed and transmitted to each other, by email or otherwise, copies of the signature pages hereto.

13.14 Non-Waiver. No provision of this Agreement shall be deemed to have been waived unless such waiver is contained in a written notice given to the party claiming such waiver has occurred; no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor the waiver was given.

13.15 Survival. All indemnities and reimbursement obligations made pursuant to this Agreement shall survive the dissolution and liquidation of the Company until expiration of the longest applicable statute of limitations (including extensions and waivers) with respect to any matter for which a party would be entitled to be indemnified or reimbursed, as the case may be.

13.16 Waiver of Trial by Jury. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES' ACCEPTANCE OF THIS AGREEMENT.

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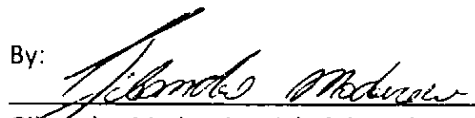
CERTIFICATION OF MEMBERS

IN WITNESS WHEREOF, the parties agree, acknowledge, and certify to adopt this Operating Agreement and have executed this Operating Agreement as of the day and in the year first above written.

COMPANY:


VIXUS INVESTMENT LLC, a Florida Limited Liability Company

By:


Gilvandro Madureira, Administrative Manager

Date: 03/29/2019

By:


Stefan Braga Lemos, Manager

Date: 03/29/2019

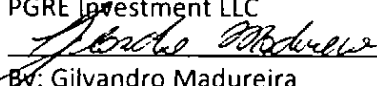
MEMBERS:

Avantech Group Investment, LLC


By: Stefan Braga Lemos

Date: 03/29/2019

PGRE Investment LLC


By: Gilvandro Madureira

Date: 03/29/2019

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Vixus Investment LLC.

Membership Meeting		
(add date) <i>03/20/2019</i>	(add time) <i>12:00 pm</i>	Vixus Investment LLC.
Meeting called by	Stefan Braga Lemos, Manager	
Type	Membership Meeting	
Facilitator	Stefan Braga Lemos, Manager	
Note taker	Gilvandro Madureira, Administrative Manager	
Timekeeper	Gilvandro Madureira, Administrative Manager	
Attendees	Stefan Braga Lemos on Behalf of Avantech Group Corporation Gilvandro Madureira on Behalf of PGRE Investments LLC	
Topic		
Change of Members Avantech Group Corporation to Avantech Group Investment, LLC		
Members discuss change of members from Avantech Group Corporation to Avantech Group Investment, LLC.		
Conclusions		
100% of membership interest vote yes on change of members from Avantech Group Corporation to Avantech Group Investment, LLC.		
Action Items	Person	Deadline
Execute changes to Operating Agreement	Stefan Braga Lemos	(add date) <i>03/20/2019</i>
Topic		
Operating agreement reflecting change of Members Avantech Group Corporation to Avantech Group Investment, LLC.		

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 2019 APR - 11 PM 7:11
 CLERK OF DISTRICT COURT
 ALACHUA COUNTY, FLORIDA

Vixus Investment LLC.

Members discuss changes to operating agreement changing members from Avantech Group Corporation to Avantech Group Investment, LLC and adopting operating agreement as attached as Exhibit A to these minutes.

Conclusions

100% of membership interest vote yes to adopt Operating agreement reflecting change of members from Avantech Group Corporation to Avantech Group Investment, LLC.

Action Items

Person

Deadline

Collect member signatures on Operating Agreement

Stefan Braga
Lemos

(add date)

03/20/2019

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2019 APR - 4 P 7:15
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TALLAHASSEE, FLORIDA

Exhibit A

TO OPERATING AGREEMENT of VIXUS INVESTMENT LLC

Members Address:

PGRE Investment LLC

549 Bottlebrush Ct. New Smyrna Beach, FL 32168

Avantech Group Investment, LLC

3511 Silverside Road, suite 105, Wilmington, DE 19810


Percentage interest and initial contribution (in USD):

PGRE 25% \$120,000.00 to be deposit on Vixus Bank account or other trade.

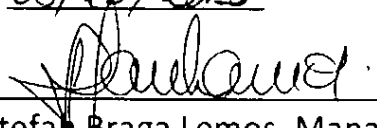
Avantech Group Investment LLC. 75% to be deposit on Vixus Bank account .

Acknowledged by:

VIXUS INVESTMENT LLC, a Florida Limited Liability Company


By: Gilvandro Madureira, Administrative Manager

Date: 03/29/2019


By: Stefan Braga Lemos, Manager

Date: 03/29/2019

MEMBERS:

Avantech Group Investment, LLC


By: Stefan Braga Lemos

Date: 03/29/2019

PGRE Investment LLC


By: Gilvandro Madureira

Date: 03/29/2019

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2019 APR - 4 P 7:16
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