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TALLAHASSEE, FL

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FULL CONSTRUCTION LLC.

10/30/2022

Florida Division of Corporations
Registration Section
Division of Corporations

2415 N. Monroe St Suite #810
Tallahassee, FL 32303

Dear Sunbiz Representative,

Attached is the document for the Amendment of Articles of Organization, however I went ahead and included relevant company document such as the Agreement to sell, Assignment of Membership Interests, and Operating agreement.

We recently purchased the Company Full Construction, and are doing our best to get all affairs in order to ensure the company's longevity. With that being said, I ask that all documents attached be scanned and documented accordingly to reflect Full Construction's current management accurately.

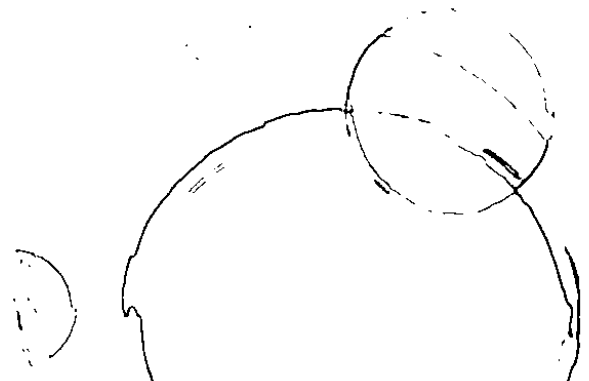
Sincerely,
Edwin G. Davila

2775 W 79th St Bay #3
Hialeah, FL 33016

786-443-3338
404-399-4959

DavilaE1@Hotmail.com
E_Davila6564026@Hotm
ail.com

Erwin Davila &
Edwin Davila



**Registration Section
Division of Corporations**

Street Address:
Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

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

Full Construction LLC

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

Articles of Organization for this Limited Liability Company were filed on 4/27/2018 and assigned
document number H18000133448.

amendment is submitted to amend the following:

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

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

or new principal offices address, if applicable:

2775 West 79th St Bay#3

principal office address MUST BE A STREET ADDRESS)

Hialeah, FL 33016

or new mailing address, if applicable:

mailing address MAY BE A POST OFFICE BOX)

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:

Erwin Davila

New Registered Office Address:

2275 West 79th St

Enter Florida street address

Hialeah

City

Florida 33016

Zip Code

or 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

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

= Manager

R = Authorized Member

	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
R	Edwin Guillermo Davila	2275 West 79th St Bay#3 Hialeah, FL 33016	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
R	Erwin Davila	2275 West 79th St Bay#3 Hialeah, FL 33016	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
R	Fernando Monteiro		<input type="checkbox"/> Add
		19611 E Oakmont Dr Miami, FL 33015	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
	Daniel Alberto Rodriguez		<input type="checkbox"/> Add
		5583 NW 72nd Ave Miami, FL 33166	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
	Maita Rafael		<input type="checkbox"/> Add
		5583 NW 72nd Ave Miami, FL 33166	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

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

Effective date, if other than the date of filing: 01/30/2021 (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.

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 is filed.

dated January 30th, 2021.

Edwin Guillermo Davila
Signature of a member or authorized representative of a member

Edwin Guillermo Davila

Typed or printed name of signer

Filing Fee: \$25.00

AGREEMENT TO SELL BUSINESS

Agreement made this 17th day of January, 2021 by and between Rafael E. Maita and Nahir F. Vargas (doing business as) FULL CONSTRUCTION, LLC (hereinafter referred to as "Seller") and Edwin G. Davila and Erwin Davila (hereinafter referred to as the "Buyers").

Whereas the Seller desires to sell and the Buyer desires to buy the business now being operated at 5583 NW 72nd Ave Miami, FL 33166 and known as FULL CONSTRUCTION, LLC and all assets thereof as contained in Schedule "A" attached hereto, the parties hereto agree and covenant as follows:

1. The total purchase price for all fixtures, furnishings and equipment is \$1.00 Dollars payable as follows: (a) \$1.00 paid in cash; certified or bank checks, at the time of passing papers. covering the property to be sold hereunder, together with any and all other property acquired
2. The property to be sold hereunder shall be conveyed by a standard form Bill of Sale duly executed by the Seller.
3. The Seller promises and agrees to convey good, clear, and marketable title to all the property to be sold hereunder, the same to be free and clear of all liens and encumbrances. Full possession of said property will be delivered in the same condition that it is now, reasonable wear and tear expected.
4. Consummation of the sale, with payment by the Buyer of the balance of the down payment and the delivery by the Seller of a Bill of Sale, will take place on or before the 17th day of January, 2021.
5. The Seller may use the purchase money, or any portion thereof, to clear any encumbrances on the property transferred and in the event that documents reflecting discharge of said encumbrances are not available at the time of sale, the money needed to effectuate such discharges shall be held by the attorneys of the Buyer and Seller in escrow pending the discharges if applicable.
6. Until the delivery of the Bill of Sale, the Seller shall maintain insurance on said property in the amount that is presently insured.
7. Operating expenses are explained in attachment A including but not limited to rent, taxes, payroll and water shall be apportioned as of the date of the passing of papers and the net amount thereof shall be added to or deducted from,

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E. D.

as the case may be, the proceeds due from the Buyer at the time of delivery of the Bill of Sale.

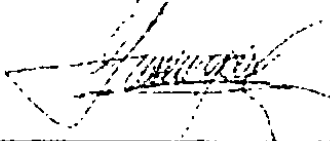
8. If the Buyer fails to fulfill his/her obligations herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages.

9. The Seller agrees that this Agreement is contingent upon the following conditions: (a) Buyer obtaining a Lease on the said premises or that the existing Lease be assigned in writing to the Buyer. (b) Buyer obtaining the approval from the proper authorities (Town and State) of the transfer of all necessary licenses to the Buyer. (c) The premises shall be in the same condition, reasonable wear and tear expected, on the date of passing as they are currently in. NOT APPLICABLE

10. All of the terms, representations and warranties shall survive the closing. This Agreement shall bind and inure to the benefit of the Seller and Buyer and their respective heirs, executors, administrators, successors and assigns.

11. If this Agreement shall contain any term or provision which shall be invalid or against public policy or if the application of same is invalid or against public policy, then, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate on the day and year first above written.



SELLER: Nahir F. Vargas

and



Rafael E. Maita



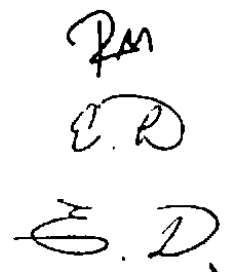
BUYERS: Edwin G. Davila

and



Erwin Davila

WITNESS:



SCHEDULE A

- No assets to list upon transference of ownership



Heidi K. Perez

Ran

E.D.

S.D.

ASSIGNMENT OF MEMBERSHIP INTEREST

This ASSIGNMENT ("Assignment") is made effective as of January 17, 2021, by and among Nahir F. Vargas and Rafael E. Maita ("Assignor"), and Edwin G. Davila and Erwin Davila ("Assignee") (collectively, the "Parties" or singular the "Party").

WITNESSETH:

WHEREAS, Assignor is the owner of certain membership interests in FULL CONSTRUCTION, LLC, (the "Company");

WHEREAS, Assignor's membership current interest in the Company is 100% of the membership interest ("Membership Interest") and Assignee's membership interest in the company is 100%;

WHEREAS, the Membership interest represents the Assignor's entire interest in the Company;

WHEREAS, Assignor desires to transfer the Membership Interest to Assignee such that the Assignor's entire Membership Interest will transfer to Assignee.

NOW, THEREFOR, for the amount of One Hundred United States Dollars (\$100) be paid by the Assignee to the Assignor, Assignor does hereby assign, sell, transfer and endorse to Assignee, his heirs, administrators and assigns the Membership Interest in and to the Company, together with any and all rights Assignor has in the Company, such as debts, stipends and unpaid wages, and the right to receive from the Company the previous or future profits, losses, and distributions of any nature to which a member owning a 100% Membership Interest in the Company is or may be entitled. Subject to terms and conditions set forth below:

1. The above recitals are true and correct and are incorporated herein as if set forth in full
2. Assignor hereby irrevocably appoints any duly authorized officer or manager of the Company to transfer the Membership Interest to Assignee on the official books of the Company with full power of substitution.
3. Assignor represents and warrants that she is the lawful owner of the membership Interest, the Membership Interest is the Assignor's entire interest in the Company, the Membership Interest is free from all encumbrances, and Assignor have good right to Assign the Membership Interest. Assignor gives their consent to this Assignment Agreement.
Assignor further agrees to execute and deliver to Assignee any and all additional documents which Assignee may reasonably deem necessary to evidence and effectuate the transfer of the Membership Interests.

SECRETARY OF STATE
TALLAHASSEE, FL
2022 NOV -3 AM 10:40

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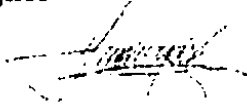
E. D.

4. Assignee hereby agrees to be bound by all of the terms and provisions of the Operating Agreement and other governing documents of the Company, and assumes all obligations relating to the portion of the Membership Interest assigned to it.
5. All Parties hereby acknowledge and agree that each has had the opportunity to retain their own Certified Public Accountants, tax advisor or tax attorney with reference to the tax implications of this Assignment. Further, both Parties hereby acknowledge that neither has relied upon the tax implications of this Assignment. Further, both Parties acknowledge that their attorney provided them no tax advice and they have not relied on any representations of their lawyer in providing tax advice.
6. In any instance in which either Party is required to indemnify or hold harmless the other under this Assignment. Such hold harmless or indemnification shall include all demands, claims or damages against the indemnified Party resulting, directly or indirectly, from the matter or thing indemnified against. The indemnification and hold harmless shall include, without limitation, the following items incurred in defending any such claims, demands or damages: taxable court costs, other related but non-taxable costs and expenses, reasonable professional fees and attorney's fees necessarily required from the time any litigation or other dispute resolution proceeding is commenced until appeals are final, if any. This provision shall apply whether the litigation or other dispute resolution proceeding seeks a declaration of rights, reformation, damages for default, damages for misrepresentation, indemnification, contribution, subrogation or other legal or equitable remedy.
7. This Assignment will be construed in accordance with, and be governed by, the laws of the State of Florida. Miami-Dade County, Florida shall be the sole and exclusive venue for enforcement and modification actions arising out of this Assignment. This Assignment shall be construed as being jointly prepared and written by all Parties hereto. If any particular provision, or part thereof, of this Assignment is deemed or declared to be invalid, void or unenforceable by any court of competent jurisdiction, the other provisions, or parts thereof, of this Assignment shall continue in full force and effect and shall be valid and enforceable according to their terms.
8. The provisions of this Assignment shall be binding upon and inure to the benefit of Assignors, Assignee and their respective successors and assigns.
9. This assignment may be executed in counterparts each of which shall be deemed and an original and all of which together shall constitute one instrument. A facsimile or electronic signature shall be deemed for all purposes to be an original.

PA
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E. D.

IN WITNESS WHEREOF, Assignor and Assignee have signed this Assignment
on the dates indicated below.

Assignor:



Nahir F. Vargas
Date: 01/17/2021



Rafael E. Maita
Date: 01/17/2021

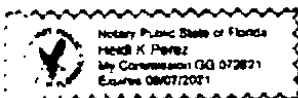
Assignee:



Edwin G. Davila
Date: 01/17/2021



Erwin Davila
Date: 01/17/2021



Erwin G. Davila

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "**Agreement**") is made and entered into as of **January 1st 2021** by and among **FULL CONSTRUCTION, LLC**, a Florida limited liability company (the "**Company**"), and the members (each individually, a "**Member**" and collectively, the "**Members**") listed on **Schedule "A"** hereto.

RECITALS:

WHEREAS, the Company is a Florida limited liability company organized under the statutes governing the organization and operation of limited liability companies in the State of Florida (the "**Act**"), by the filing of its Articles of Organization (the "**Articles**"); and

WHEREAS, the Company has not previously entered into an operating agreement and the parties hereto wish to enter into this Agreement to govern certain aspects of the management, operation and governance of the Company.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I.

FORMATION; PARTIES; TERM; INTENT

Section 1.1. Formation

The Members hereby acknowledge and agree that (i) the Company has been formed as a limited liability company under the Act, and (ii) the rights, duties and obligations of the Members shall be as provided in the Act except as otherwise provided herein or in its Articles. The duration of the Company's existence shall be perpetual unless sooner terminated in accordance with the terms hereof.

Section 1.2. Intent of This Agreement

The parties hereto have reached an understanding concerning various aspects of (i) their business relationship with each other and (ii) the organization, operation and governance of the Company and its business. They wish to use rights created by applicable law to document that understanding and their interest. The parties hereto intend for this Agreement to control the business and affairs of the Company, including, without limitation, the Company's governance structure, the Company's Dissolution, winding up and termination and relations among the Members. In the event of any conflict between this Agreement and the Company's Articles or any conflict between this Agreement and the Act, this Agreement shall govern to the extent permitted by the Act.

Edwin Gutierrez Davila

ARTICLE II.

DEFINITIONS

Section 2.1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Act**" shall have the meaning set forth in the first "WHEREAS" provision hereof.

(b) "**Act of the Members**" means the approval of the Members in accordance with Article VIII.

(c) "**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, shareholder, member or partner of such Person, (iii) any Person who is an officer, director, shareholder, member, partner, trustee or employee of any Person described in clauses (i) and (ii) of this sentence, or (iv) any child, grandchild (whether through marriage, adoption or otherwise), parent, brother, sister or spouse of a Person. For purposes of this definition, the term "controls," "is controlled by," or "is 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, whether through the ownership of voting securities, by contract or otherwise.

(d) "**Agreement**" shall have the meaning set forth in the first paragraph hereof.

(e) "**Approved Budget**" shall have the meaning set forth in Section 6.3 hereof.

(f) "**Articles**" shall have the meaning set forth in the first "WHEREAS" provision hereof.

(g) "**Board of Managers**" or "**Board**" shall mean the governing body of the Company, as set forth in Article VII hereof, and each member of such body, a "**Manager**."

(h) "**Capital Account**" means the account of any Member, maintained as provided in Section 6.2.

(i) "**Capital Contribution**" means, with respect to each Member, the aggregate amount of money and the initial Gross Asset Value of any property (other than money) contributed by such Member to the Company pursuant to Section 4.4.

(j) "**Code**" means the Internal Revenue Code of 1986, as amended, and any successor to that Code.

(k) "**Company**" shall have the meaning set forth in the first paragraph hereof.

Edwin Guillermo Davis

(l) “**Confidential Information**” shall have the meaning set forth in Section 12.2 hereof.

(m) “**Dissolution**” means the termination of the Company’s legal existence, as set forth in Section 10.1 hereof.

(n) “**Dissolution Event**” shall have the meaning set forth in Section 10.2 hereof.

(o) “**Drag-Along Members**” shall have the meaning set forth in Section 9.3 hereof.

(p) “**Drag-Along Notice**” shall have the meaning set forth in Section 9.3 hereof.

(q) “**Fiscal Year**” means the annual period for which the Company files its U.S. federal income tax return, which period may be changed from time to time upon the unanimous written consent of the Members, to the extent permitted by applicable law.

(r) “**Gross Asset Value**” means, with respect to any asset, the asset’s adjusted basis for Federal income tax purposes, except as follows:

(i) The Gross Asset Value of any asset contributed by a Member to the Company is the gross fair market value of such asset as determined by the Board at the time of contribution;

(ii) The Gross Asset Value of all Company assets may be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times: (i) the acquisition of any additional interest in the Company by any new or existing Member in exchange for more than a de Minimis Capital Contribution; (ii) the distribution by the Company to the Member of more than a de Minimis amount of property as consideration for an interest in the Company; (iii) the grant of an interest in the Company (other than a de Minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a Member capacity, or by a new Member acting in a Member capacity or in anticipation of becoming a Member; and (iv) the liquidation of the Company within the meaning of Regulation Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (i), (ii) and (iii) above shall be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company; and

(iii) The Gross Asset Value of any Company asset distributed in-kind to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Board.

(s) “**Member**” shall have the meaning set forth in the first paragraph hereof.

(t) “**Members’ Quorum**” shall have the meaning set forth in Section 8.7 hereof.

(u) “**Net Cash**” means the gross cash which the Company has “on-hand” and generated from its operating activities, less amounts used to pay for all Company expenses.

debt payments (principal and interest), capital improvements, capital replacements and other obligations, and applicable operating reserves, all as determined by the Board.

(v) “**Non-Member Buyer**” shall have the meaning set forth in Section 9.2(a) hereof.

(w) “**Offer**” shall have the meaning set forth in Section 9.2(a) hereof.

(x) “**Offered Units**” shall have the meaning set forth in Section 9.2(a) hereof.

(y) “**Offerees**” shall have the meaning set forth in Section 9.2(a) hereof.

(z) “**Other Members**” shall have the meaning set forth in Section 9.2(a) hereof.

(aa) “**Percentage Interest**” means each Member’s ownership interest in the Company, represented as a percentage by dividing that Member’s number of Units by the total number of Units owned by all Members.

(bb) “**Person**” shall mean any individual, partnership, limited liability company, corporation, trust or other entity.

(cc) “**Seller**” shall have the meaning set forth in Section 9.2(a) hereof.

(dd) “**Selling Members**” shall have the meaning set forth in Section 9.3 hereof.

(ee) “**Special Meeting**” shall have the meaning set forth in Section 8.2 hereof.

(ff) “**Tag-Along Members**” shall have the meaning set forth in Section 9.4 hereof.

(gg) “**Tal-Along Notice**” shall have the meaning set forth in Section 9.4 hereof.

(hh) “**Transfer**” shall have the meaning set forth in Section 9.1 hereof.

(ii) “**Transferee**” shall have the meaning set forth in Section 9.1 hereof.

(jj) “**Transferor**” shall have the meaning set forth in Section 9.1 hereof.

(kk) “**Treasury Regulations**” shall mean the proposed, temporary and final income tax regulations promulgated under the Code, as amended.

(ll) “**Units**” shall have the meaning set forth in Section 4.2 hereof.

(mm) “**Unreturned Capital**” means, with respect to each Member at any given time, the amount by which the Member’s cumulative amount of all Capital Contributions exceed all distributions made to the Member under (or by reference to) Section 5.2.

ARTICLE III.

BUSINESS; ADDRESS

Section 3.1. Business

The primary purpose and business of the Company shall be to buy and sell real estate properties, related activities, and to engage in such other activities as may be determined by the Board from time to time.

Section 3.2. Address

The Company's principal office shall be at such location as determined by the Board.

Section 3.3. Registered Office and Registered Agent

The Company shall maintain a registered agent for service of processes in the State of Florida, and a registered office. The details of both agent, and office may be adjusted from time to time by determination from the Board.

ARTICLE IV.

MEMBERSHIP AND CONTRIBUTIONS

Section 4.1. Members

(a) Single Class. There shall be a single class of Members.

(b) Party to this Agreement. No Person may become a Member of the Company, and the Company shall not accept a contribution from or accord Member status to, any Person who has not first executed this Agreement. The Company's acceptance of a contribution from a Person who has not executed this Agreement does not waive that Person's obligation to execute this Agreement.

(c) Members Identified. Each Member, its mailing address and Capital Contribution shall be identified on Schedule "A", which shall be amended from time to time to reflect updated or revised information.

(d) Withdrawal of a Member. Except as otherwise provided herein, no Member shall have the right to voluntarily resign or otherwise withdraw from the Company.

(e) Rights of Members. Members shall have the powers and authority conferred upon them pursuant to the Act, subject to this Agreement.

Section 4.2. Units and Issuance

(a) Units. The Company shall issue, and ownership rights in the Company are reflected by, membership units (the "Units"), with the Units representing the Percentage Interest of each Member in the Company. The Units issued by the Company and Percentage Interest owned by

each Member shall be as set forth on Schedule "A" and otherwise recorded in the books of the Company, but the Units shall not be evidenced by certificates.

(b) Issuance of Units to New Members. The Company may accept new Members, accept capital contributions from such new Members and issue Units thereto, only by, and on such terms, as determined by Act of the Members.

(c) Additional Units. No Member has any right to make additional Capital Contributions to the Company or to obtain additional Units except as determined by Act of the Members.

Section 4.3. Voting Rights and Rights to Profits, Losses and Distributions

(a) Voting Interest. Except as otherwise provided herein or required by the Act, each Member shall be entitled to one vote for each Unit owned by the Member on all matters on which Members are entitled to vote or consent pursuant to the Act or this Agreement.

(b) Financial Interest. Except as otherwise provided herein or required by the Act, each Unit has equal rights with every other Unit with respect to sharing of profits and losses and with respect to distributions.

Section 4.4. Members' Capital Contributions

(a) Capital Contributions. The Capital Contributions of each Member, including those set forth in Sections 4.4 (b) and (c) below shall be reflected, from time to time, on Schedule "A" hereto.

(b) Initial Capital Contributions. In consideration for their Units, the Members have each agreed to contribute the amounts set forth opposite their name on Schedule "A" hereto.

(c) Additional Capital Contributions. No Member shall be obligated to make any Capital Contributions to the Company other than those set forth in Section 4.4 (b) above, unless proposed by the Act of the Board and approved by Act of the Members, in which event, the Members shall contribute such amount on a proportionate basis (as determined by reference to their Units) or as all of the Members may otherwise agree in writing.

(d) Member Loans. If the Members do not approve, by Act of the Members, an additional Capital Contribution, then one or more of the Members or their Affiliates may loan part or all of the necessary additional funds required by the Company, as determined by the Board, and at such interest rate agreed between the Members lending the funds and the Board. If a Member lends or advances funds to the Company, the amount of such loans or advances shall not be treated as a Capital Contribution, but shall be a debt due from the Company to such Member to be repaid in accordance with the terms of such loan or advance. Any Member loaning funds to the Company or having to make payments arising from the guarantee of the debts or obligations of the Company shall be deemed, and have the same right as, a third party creditor, including without limitation, the right to require repayment of any principal or interest thereon prior to any distributions being made to the Members.

CA: H. D.

(e) No Rights of Redemption or Return of Contribution. Except as provided in this Agreement, no Member has any right to have its Units redeemed or its contribution returned (prior to the Dissolution of the Company) absent the Act of the Members.

Section 4.5. Not for Benefit of Creditors

The provisions of this Article IV are not intended to be for the benefit of any creditor or other person to whom any debts, liabilities, or obligations are owed by (or who otherwise has any claim against) the Company or any of the Members, and no such creditor or other person shall obtain any right under such provisions or shall by reason of any such provisions make any claim in respect of any debt, liability, obligation, or claim against the Company or any of the Members.

ARTICLE V.

PROFITS, LOSSES AND DISTRIBUTIONS;

Section 5.1. Profits and Losses

(a) Determination of Profits and Losses. The Company's net profits and net losses shall be allocated among the Members so that the Capital Account of each Member, immediately after making such allocation, is, as nearly as possible, equal (proportionately) to (i) the distributions that would be made to such Member pursuant to Section 5.2(b) if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Gross Asset Values, all Company liabilities were satisfied (limited in the case of each nonrecourse liability to the Gross Asset Value of the assets securing such liability) and the net assets of the Company were distributed in accordance with Section 10. 3(c) to the Members immediately after making such allocations, computed immediately prior to the hypothetical sale of assets. The net profits and losses of the Company shall be computed in accordance with the Code and the Treasury Regulations, including Code Reg. 1.704-1(b)(2)(iv). Except as provided in Subsection 5.1(b) below or as otherwise required by the Code and the Treasury Regulations, the determination of each Member's distributive share of all items of income, gain, deduction, loss, credit, or allowance of the Company for any period or year, shall, for U.S. federal income tax purposes, be made in accordance with the allocation of profits and losses as set forth in this Section.

(b) Allocations to New Members. In the event of the admission of a new Member or in the event of a valid transfer of all or part of a Member's Units pursuant to Article IX hereof, all recurring items of income, gain, profits, losses, deductions and credits of the Company and all ordinary distributions by the Company shall be allocated to the transferee in the same proportion that the number of days in the Company Fiscal Year after the transfer bears to the total number of days in the Company Fiscal Year; provided, however, that any extraordinary or nonrecurring items of income, gain, profits, losses, deductions or credits shall be specially allocated to the transferee if such item was incurred on or after the date of its admission to the Company.

Section 5.2. Distributions

(a) Distributions of Net Cash. At such times as determined by the Board, distributions of Net Cash shall be made to all of the Members, in proportion to their number of units.

(b) Distributions Upon Dissolution. Upon Dissolution of the Company, subject to Article X hereof and after the Company has satisfied or provided for the satisfaction of all the Company's debts and other obligations, the Company's assets shall be distributed in cash to the Members whose interests have not been previously redeemed, first, to all of the Members with Unreturned Capital, in proportion to the respective amounts of their Unreturned Capital, until the Unreturned Capital of all of the Members is reduced to zero; and then to all of the Members in proportion to their number of Units.

(c) Mandatory Tax Distributions. Subject to any restrictions in any credit agreement or similar agreement to which the Company is a party, the Company shall distribute to each Member, on an annual basis, an amount equal to such Member's proportionate share of the income tax liabilities imposed upon the Company's taxable income allocated to such Member. Any distribution made to a Member pursuant to this Section 5.2(c) shall be deducted from the amounts otherwise distributable to such Member pursuant to Section 5.2(a) or (b).

Section 5.3. Distributions Subject to Set-Off by the Company

All distributions to be made to Members hereunder are subject to set-off by the Company (a) for any outstanding obligation of a Member to make a Capital Contribution to the Company, and (b) for any outstanding debt owed by a Member to the Company.

Section 5.4. Related Party Transactions

The Company may enter into transactions with a Member or its Affiliates by Act of the Members including the vote of those interested Members. To be valid, such approval must be based on all material information concerning both the proposed transaction and the Member or its Affiliate's relationship to the proposed transaction and approved by the Act of the Members. Engaging in transactions with one or more Members shall not obligate the Company to provide comparable opportunities to other Members.

ARTICLE VI.

TAX MATTERS

Section 6.1. Tax Characterization and Returns; Accounting

(a) It is the intent of the Members that the Company will be treated as a partnership (and not as a corporation) for U.S. federal and state tax purposes. All provisions of this Agreement and the Articles of Organization are to be construed to preserve that tax status, and no election shall be made to treat the Company otherwise, absent the written consent of the Members.

(b) Within ninety (90) days after the end of each Fiscal Year, the Members shall cause to be delivered to each person who was a Member at any time during such Fiscal Year a Schedule K-1 and such other information as may be necessary for the preparation of each Member's U.S. federal or state income tax returns.

(c) Upon the request of a Member, the Board shall cause the Company to make an election under Section 754 of the Code.

Carly H. D.

Section 6.2. Capital Accounts

(a) A separate Capital Account shall be established for each Member and maintained in accordance with the rules in Code Reg. 1.704-1(b)(2)(iv), which generally require that each Capital Account be increased by (i) the amount of money contributed by the Member to the Company, (ii) the fair market value of property contributed by the Member to the Company (net of liabilities secured by the contributed property that the Company is deemed to assume or take subject to under Code Section 752), and (iii) allocations to the Member of profits of the Company, including income and gain exempt from tax, and be decreased by (w) the amount of money distributed to the Member by the Company, (x) the fair market value of property distributed to the Member by the Company (net of liabilities secured by the distributed property that the Member is considered to assume or take subject to under Code Section 752), (y) allocations to the Member of expenditures of the Company described in Code Section 705(a)(2)(B), and (z) allocations of Company loss and deduction (or items thereof). Each Member's Capital Account shall be otherwise adjusted as required under Code Reg. 1.704-1(b)(2)(iv). Upon a distribution in kind of the Company's property, the Capital Account of each Member shall be debited or credited, as the case may be, as though such Company property had been sold for an amount equal to its fair market value and gain or loss which would have been recognized were the property actually sold had been allocated to the Members pursuant to Section 5.1 of this Agreement.

(b) The foregoing provision and the other provisions of this Agreement relating to the determination and maintenance of Capital Accounts are intended to comply with Code Section 704 and Code Reg. 1.704-1(b), and shall be interpreted and applied in a manner consistent with such regulation. In the event the Board shall determine that it is prudent to modify the manner in which the Capital Account, or any increases or decreases thereto, are determined and maintained in order to comply with such regulation, the Board may make such modification with the Act of the Members. If, as a result of the provisions of Code Section 704 of the Code and Code Reg.

1.704-1(b), items of profits or losses are allocated to the Members in a manner that is inconsistent with the manner in which the Members intend to allocate such items as reflected in Section 5.1, to the extent permitted under such Treasury Regulations, items of future income and loss shall be allocated among the Members so as to prevent such allocations from distorting the manner in which the distributions will be divided among the Members pursuant to this Agreement.

Section 6.3. Approved Budget

The Board shall prepare and present to the Members for their written consent, pursuant to Section 7.2 below, a detailed annual budget prior to the commencement of each Fiscal Year of the Company taking into account the Company's anticipated operations for the upcoming Fiscal Year. Each annual budget, once approved by Act of the Members, shall be referred to as the then "**Approved Budget**."

Section 6.4. Tax Matters Member

A Manager selected by the Board shall act on behalf of the Company as the "tax matters member" within the meaning of Section 6231(a)(7) of the Code; provided, however, that all acts of a Manager, in such capacity, are subject to the written consent of the Members.

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ARTICLE VII.

MANAGEMENT

Section 7.1. Board of Managers

All corporate powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of a Board of Managers. The Managers of the Board shall be required to devote only so much of its time to the affairs of the Company as it, in its sole discretion, deems necessary to manage the Company. Without limiting its power or authority under this Agreement or the Act, the Board may take the following actions if, as, and when it deems any such action to be necessary, appropriate or advisable, at the sole cost and expense of the Company; provided, however, that all such acts must comply and be consistent with the Approved Budget:

- (a) Make any and all decisions on behalf of the Company relevant to the purpose of the Company, subject to any specific limitations set forth in Sections 7.2 below;
- (b) Execute, or authorize and direct any officer hereafter appointed by the Board to execute, on behalf of and in the name of the Company, any and all contracts, leases, agreements, instruments, notes, mortgages, certificates, titles or other documents of any kind or nature;
- (c) Lease or purchase real and/or personal property in fulfillment of the purposes and for the operation of the Company;
- (d) Engage or terminate, on behalf of the Company, accountants, auditors, custodians, advisers, sub-advisers, consultants, attorneys and any and all other agents, advisers and assistants, both professional and nonprofessional, including Members and their Affiliates, and to compensate them as may be necessary or advisable;
- (e) Set up or modify record keeping, billing and accounts payable accounting systems;
- (f) Open checking and savings accounts, in banks or similar financial institutions, in the name of the Company, and deposit cash in and withdraw cash from such accounts;
- (g) Hire and terminate employees of the Company and determine the compensation, bonuses and option amounts for the employees of the Company;
- (h) Make distributions to the Members in accordance with the distribution provisions contained in this Agreement, including Article V hereof; and
- (i) Do all acts necessary or desirable to carry out the business for which the Company is formed and in accordance with the provisions of this Agreement and applicable laws and regulations or which may facilitate the Board's exercise of its powers hereunder.

Ed. H. D.

Section 7.2. Specific Limitations on Board

Notwithstanding anything to the contrary in this Agreement or the Act, the Board shall have no right, power or authority to do any of the following acts, absent the Board having obtained the approval by Act of the Members of the specific acts in question:

(a) To change or reorganize the Company into any other legal form, consolidate or merge the Company with or into any other entity, or otherwise change the fundamental structure of the Company;

(b) To issue Units in the Company or admit additional Members to the Company in accordance with the terms of this Agreement and to approve the Transfer of Units as defined in Section 9.1;

(c) To dissolve or liquidate the Company or to file a petition under any bankruptcy or other insolvency law, or to distribute any assets to any Member upon the dissolution or liquidation of the Company;

Section 7.3. Number, Appointment and Tenure of Managers. The initial Managers of the Company are **EDWIN GUILLERMO DAVILA, and ERWIN DAVILA (collectively, the “Initial Managers”)**. The vote of a majority of the Members may fix the number of Managers and appoint such other Managers as they deem appropriate, but in no instance may the number of Managers be less than two. **I) Removal and Resignation of a Manager.**

(A) **Removal.** Any Manager may be removed from such position at any time, with or without cause, only with the affirmative vote of a Majority of the Members.

(B) **Resignation.** A Manager may resign from such position at any time upon giving seven (7) days' prior written notice to the Members.

(C) **Vacancy.** Any vacancy created in a Manager position by the removal or resignation of a Manager or otherwise may be filled by an affirmative vote of a Majority of the Members.

Section 7.4. Compensation of Managers

In consideration for its service, unanimously, the Members could establish some monthly economic retribution for the Managers of the entity.

Section 7.5. Notice of Meetings

Written notice (which notice may be by e-mail) of each meeting of the Board, stating the date, time, and place must be given by the Manager calling the Meeting to all of the Managers at least two (2) days and not more than sixty (60) days prior to the meeting.

Section 7.6. Location and Conduct of the Meetings; Adjournments

Each meeting of the Board shall be held at the Company's principal place of business or at some other suitable location as agreed to by all Managers. A Manager may participate in any meeting provided for under this Article VII via teleconference or videoconference.

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Section 7.7. Waiver of Notice

A Manager may waive notice of the date, time, place, and purpose or purposes of a meeting of Managers. A waiver may be made before, at, or after the meeting, in writing, orally, or by attendance at such meeting. Attendance by a Manager at a meeting constitutes a waiver of notice of that meeting, unless the Manager objects at the beginning of the meeting to the transaction of business because the meeting is not properly called or convened, or objects before a vote on an item of business because the item may not properly be considered at that meeting and does not participate in the consideration of the item at that meeting.

Section 7.8. Board Quorum and Act of the Board

For any meeting of the Board, a quorum shall consist of a majority of the Managers. The approval or act of the Board shall require the affirmative vote of a majority of the Managers comprising the Board.

Section 7.9. Action Without a Meeting

Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting by written consent signed by all of the Managers. The written consent may be signed in separate counterparts.

ARTICLE VIII.

MEMBER MEETINGS

Section 8.1. Acts of Members

Except to the extent that applicable law, the Company's Articles, or this Agreement require otherwise, an Act of the Members consists of either:

- (a) a vote of the holders of at least a majority of the then outstanding Units present at a properly called meeting of the Members, when a Members' Quorum (as defined herein) is present, pursuant to Section 8.7 hereof, or
- (b) written action without a meeting, as provided in Section 8.8 hereof.

Section 8.2. Meetings

The Members shall meet at least annually. The Board shall give notice of this annual meeting, complying with Section 8.3 hereof. A special meeting (a "**Special Meeting**") of the Members may be called for any purpose or purposes at any time by any Member, with the Member calling the meeting giving notice of such Special Meeting in accordance with Section 8.3.

Section 8.3. Notice of Meetings

Written notice (which notice may be by e-mail) of each meeting of the Members, stating the date, time, and place and, in the case of a Special Meeting, the purpose or purposes, must be given by the Board, if an annual meeting, or by the Member calling the meeting, if a Special

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Meeting, to every Member at least five (5) days and not more than sixty (60) days prior to the meeting. The business transacted at a Special Meeting is limited to the purposes stated in the notice of the meeting.

Section 8.4. Location and Conduct of the Meetings; Adjournments

Each meeting of the Members shall be held at the Company's principal place of business or at some other suitable location as agreed to by all Members. A Manager shall chair each meeting of the Members. A Member may participate in any meeting provided for under this Article VIII via teleconference or videoconference.

Section 8.5. Waiver of Notice

A Member may waive notice of the date, time, place, and purpose or purposes of a meeting of Members. A waiver may be made before, at, or after the meeting, in writing, orally, or by attendance at such meeting. Attendance by a Member at a meeting constitutes a waiver of notice of that meeting, unless the Member objects at the beginning of the meeting to the transaction of business because the meeting is not properly called or convened, or objects before a vote on an item of business because the item may not properly be considered at that meeting and does not participate in the consideration of the item at that meeting.

Section 8.6. Proxies

A Member may cast or authorize the casting of a vote by filing a written appointment of a revocable proxy with the Board at or before the meeting at which the appointment is to be effective. The Member may sign or authorize the written appointment by facsimile transmission stating, or submitted with information sufficient to determine, that the Member authorized the transmission; provided however, that the Member must manually execute the original appointment document. Any copy, facsimile or other reproduction of the original of either the writing or the transmission may be used in lieu of the original, if it is a complete and legible reproduction of the entire original. A Member may not grant or appoint an irrevocable proxy.

Section 8.7. Members' Quorum

For any meeting of the Members, a quorum (a "**Members' Quorum**") shall consist of the Members who own at least a majority of the then-outstanding Units.

Section 8.8. Action Without a Meeting

Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting by written consent signed by the Members who own the number of Units which would be required to take the same action at a meeting of the Members at which such Members were present. The written consent is effective when signed by Members owning the required number of Units, unless a different effective time is provided in the written action. The written consent may be signed in separate counterparts. When written action is taken by less than all Members, the Company shall immediately notify all Members of the action's text and effective date. Failure to provide such notice shall not invalidate the written action.

Edwin Guillermo Danilo

Section 8.9. Authority and Liability of Members

Except as provided in the Act, as expressly provided in this Agreement or as such Member shall otherwise expressly agree in writing, no Member of the Company shall be liable personally for any losses, debt, obligation or liability of the Company or of any other Member solely by reason of being a Member of the Company. In no event shall any Member (i) be obligated to make any capital contribution or payment to or on behalf of the Company or (ii) have any liability to return distributions received by such Member from the Company, in each case except as otherwise specifically provided in this Agreement or other related agreements, as such Member shall otherwise expressly agree in writing or as may be required by applicable law.

ARTICLE IX.

TRANSFERS OF UNITS

Section 9.1. Restrictions on Transfers

(a) No Member shall voluntarily or involuntarily (whether by operation of law or otherwise) sell, assign, transfer, devise, encumber, pledge, give, devise, bequeath, hypothecate or otherwise dispose of ("**Transfer**") any or all of its Units now or hereafter legally or beneficially owned by a Member, absent the Act of the Members. The sale or transfer of 51% or more of the equity interests or voting shares in a Member that is an entity shall be deemed a Transfer for purposes hereof. Any Transfer of Units made by any Member shall be void unless otherwise specifically authorized, prior to the attempted Transfer, by the Act of the Members.

(b) A Person who acquires Units pursuant to a transfer authorized by this Article IX (the "**Transferee**"), but who is not admitted as a substituted Member pursuant to Section 9.5 hereof, shall be entitled only to allocations and distributions to which the person transferring (the "**Transferor**") would otherwise be entitled. Except as otherwise provided herein, no Transferee of Units shall have the right to become a substituted Member unless approved by the Act of the Members, and the Transferee agrees in writing to be bound by all the terms and conditions of this Agreement as then in effect. Unless and until a Transferee is admitted as a substituted Member, the Transferee shall have no right to exercise any of the powers, rights, and privileges of a Member under this Agreement.

(c) No Member shall cause or permit to be created a lien or security interest which affects or might affect its Units, except by the Act of the Members.

(d) Each Member agrees not to Transfer all or any part of his Units (or take or omit any action, filing election, or other action which could result in a deemed transfer) if such Transfer (either considered alone or in the aggregate with prior transfers by other Members) would result in the termination of the Company for U.S. federal income tax purposes. To enable the Members to identify Transfers which could result in such a termination, each Member covenants and agrees to inform each other Member prior to any proposed Transfer (or deemed Transfer for purposes of the Code).

Edwin H. Hutter, David

(e) Each purported Transfer which does not comply with the provisions of this Article IX shall be void and of no effect, and shall not be given effect in the Company's corporate records.

Section 9.2. Right of First Refusal.

Notwithstanding the requirement for Transfer set forth in Section 9.1 above, requiring the Act of the Members, following the second (2nd) anniversary of the date on which this Agreement is entered into by the Company and its Members, a Member may Transfer its Units without such required approval of the Members; provided, however, that such Member electing to so Transfer its Units without required approval of the Members must first offer such Units to the Company and to the other Members pursuant to this Section 9.2:

(a) Offer to Company and Other Members. If a Member desires to sell all or any of its Units on a current or deferred basis pursuant to a bona fide offer from any person other than another Member (for purposes of this Section 9.2, the "**Non-Member Buyer**"), then such Member (for purposes of this Section 9.2, the "**Seller**") shall, if the Seller desires to accept such offer, deliver a written offer (the "**Offer**") to sell such Units (for purposes of this Section 9.2, the "**Offered Units**") to the Company and the other Members (for purposes of this Section 9.2, the "**Other Members**") and collectively with the Company, the "**Offerees**") for the consideration and on the terms and conditions not less favorable to the Offerees than those on which the Seller proposes to sell such Offered Units to the Non-Member Buyer. The Offer shall disclose the identity of the Non-Member Buyer, the Offered Units proposed to be sold, the total Units owned by the Seller, the material terms and conditions of the Offer (including price), and any other material facts relating to the proposed sale. The Offer shall further state that the Offerees may acquire, in accordance with the provisions of this Agreement, all but not less than all of the Offered Units for the price and upon the other terms and conditions, including deferred payment (if applicable), as set forth therein.

(b) Right of Other Members. Each of the Other Members shall have the absolute right to purchase that percentage of the Offered Units as shall be equal to the number of Offered Units multiplied by a fraction, the numerator of which shall be equal to the number of Units then owned by such Other Member and the denominator of which is the number of Units then owned by all of the Other Members. The Offered Units that each Other Member is entitled to purchase under this Section 9.2(b) shall be referred to as his "Pro Rata Fraction". The Other Members shall have a "right of oversubscription" such that if any Other Member fails to accept the Offer as to his Pro Rata Fraction, the remaining Other Members who have exercised their right to the Pro Rata Fraction of the Offer shall, among them, have the right to purchase up to the balance of the Offered Units not so purchased. Such right of oversubscription may be exercised by any such remaining Other Members by accepting the Offer as to more than his Pro Rata Fraction. If, as a result thereof, such oversubscriptions exceed the total Offered Units available in respect of such oversubscription privilege, the oversubscribing Other Members shall be reduced with respect to their oversubscriptions on a pro rata basis in accordance with their respective Pro Rata Fractions or as they may otherwise agree among themselves. If any Other Member desires to purchase all or any part of the Offered Units, such Other Member shall notify the Seller, in writing and within thirty (30) days of its receipt of the Offer, of its election to purchase all or any party of the Offered Units. Such notice shall, when taken in conjunction with the Offer, constitute a valid, legally binding and enforceable agreement for the sale and purchase of such Offered Units (subject to the aforesaid limitations as to the right of an Other Member to purchase more than its Pro Rata Fraction).

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(c) Right of the Company. If the Other Members do not purchase any, or purchase some but not all, of the Offered Units, then the Company shall have the option, exercisable within fifteen (15) days after the end of the thirty (30) day period following the date the Offer was delivered to all of the Other Members, to acquire all but not less than all of the Offered Units not otherwise acquired by the Other Members. If the Company desires to acquire such Offered Units, the Company shall communicate its election to the Seller in writing within the fifteen (15) day exercise period.

(d) Closing. Unless otherwise mutually agreed upon by the parties, the closing of the purchase and sale of the Offered Units to be sold to Offerees pursuant to this Section 9.2 shall be made at the offices of the Company on the sixtieth (60th) day following the date the Offer was delivered to the purchasing Offeree of such Units (or if such sixtieth (60th) day is not a business day, then on the next succeeding business day). At such closing, the purchase and sale of the Offered Units shall be affected by the Seller's delivery to each Offeree of a certificate or certificates evidencing the Offered Units to be purchased, duly endorsed for transfer to such Offeree, against payment to the Seller of the purchase price therefor by such Offeree.

(e) Sale to Non-Member Buyer. If the Offerees do not purchase all of the Offered Units, then no Offeree shall have any right to purchase any portion of the Offered Units and the Seller may, sell all, but not less than all, of the Offered Units to the Non-Member Buyer at any time within thirty (30) days after the earlier to occur of: (i) the closing date described in Section 9.2(d) above; (ii) the latest date on which the Offerees deliver to the Seller notice that they will not purchase all of the Offered Units; or (iii) the latest date on which the Offer to the Offerees has expired and the Offerees have not exercised their right to purchase all of the Offered Units. Subject to Sections 9.3 and 9.4 below, if applicable, any such sale shall be to the Non-Member Buyer at not less than the price and upon other terms and conditions, if any, not more favorable to the Nonmember Buyer than those specified in the Offer. If the sale is not closed within such thirty (30) day period, the Offered Units shall continue to be subject to the requirements of a prior offer pursuant to this Section 9.2. As a condition to the sale of the Offered Units to the Non-Member Buyer, the Non-Member Buyer shall agree in writing to be bound by all of the provisions of this Agreement to the same extent as if the Non-Member Buyer was a party to this Agreement, including, without limitation, an acknowledgment that the Offered Units so sold shall continue to be subject to any of restrictions imposed by this Agreement.

Section 9.3. Drag Along Provision

In the event that the Members representing at least 50% of the Units outstanding accept an offer to sell all or substantially all of their Units (for purposes of this Section 9.3, the "**Selling Members**") to a bona fide third party (and the Offerees under Section 9.2 have not exercised their purchase rights set forth therein), the Selling Members may, at its option, send a written notice (for purposes of this Section 9.3, the "**Drag-Along Notice**") to the non-Selling Members (for purposes of this Section 9.3, the "**Drag-Along Members**") specifying the name of the purchaser, the consideration payable per Unit and a summary of the material terms of such proposed sale. Upon receipt of a Drag-Along Notice, each Drag-Along Member shall be obligated to (i) sell all of their Units, free of any encumbrance, in the transaction contemplated by the Drag-Along Notice on the same terms and conditions as the Members (including payment of their pro rata share of all costs associated with such transaction), and (ii) otherwise take all action to cause the consummation of

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such transaction, as requested by the Selling Members, and (iii) hereby appoint the Selling Members, acting jointly, as their attorney-in-fact to do the same on its behalf.

Section 9.4. Tag Along Provision

In the event that the Members representing at least 50% of the Units outstanding accept an offer to sell all or substantially all of their Units (for purposes of Section 9.4, the "**Selling Members**") to a bona fide third party (and the Offerees under Section 9.2 have not exercised their purchase rights set forth therein and the Selling Members not exercising its rights under Section 9.3 above), the Company shall send a written notice (for purposes of Section 9.4, the "**Tag-Along Notice**") to the non-Selling Members (for purposes of Section 9.4, the "**Tag-Along Members**") specifying the name of the purchaser, the consideration payable per Unit and a summary of the material terms of such proposed sale. Upon receipt of a Tag-Along Notice, then the Selling Members shall permit the Tag-Along Members to sell up to the same proportion of the Units then owned by any Tag-Along Members as the proportion that the Selling Members are proposing to Transfer in relation to the total number of Units held by the Selling Members on such date. The Transfer pursuant to this Section 9.4 shall be effectuated on equivalent terms, at an equivalent price and for the same type of consideration to that offered by the third-party offeror to the Selling Members. The Tag-Along Notice shall also provide that the Tag-Along Members may elect to exercise such rights within fifteen (15) days following their receipt of the Tag-Along Notice, by delivery, on or before the expiration of such time period, of a written notice to the Selling Members and the Company indicating the Tag-Along Members' desire to exercise their rights under this Section 9.4 and specifying the number of Units each Tag-Along Member desires to sell. The Selling Members sale of Units in any sale proposed in a Tag-Along Notice shall be effected on substantially the terms and conditions set forth in such Tag-Along Notice; provided that the Selling Members shall reduce its number of Units being transferred pursuant to this Section 9.4 to accommodate the Units of the Tag-Along Members being transferred hereunder. The Tag-Along Member shall be required to provide any representations or warranties that are reasonably required in connection with the sale of Units pursuant to this Section 9.4, including, without limitation, representations as to the valid ownership of such Units and the authority to Transfer such Units and the absence of liens or any other encumbrances on the title of such Units.

Section 9.5. Substitute Members

The Transferee of a Unit, according to the terms and conditions of this Section 9, shall have the right to become a substitute Member in the Company if (i) the Transferor so provides in the instrument of assignment, (ii) the Transferee agrees in writing to be bound by the terms of this Agreement and the Articles, as amended to the date thereof, (iii) the Transferee pays the reasonable costs incurred by the Company in preparing and recording any necessary amendments to this Agreement and the Articles, and (iv) the Transferor and the Transferee otherwise agree to be bound by the terms of the Act. In furtherance of the foregoing, the Transferor and the Transferee shall perform such other acts as the Board deems reasonably necessary for the benefit of the Company.

Section 9.6. Failure to Deliver Units.

If a Member becomes obligated to sell any Units under this Agreement and fails to deliver such Units in accordance with the terms of this Agreement, the person entitled to acquire such Units may, at its option, in addition to all other remedies he may have, send to such Member the purchase price for such Units as is herein specified. Thereupon, the Company upon written notice

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to the Member: (a) shall cancel on its books the certificate or certificates representing the Units to be sold; and (b) shall issue, in lieu thereof, in the name of such person entitled to acquire such Units, a new certificate or certificates representing such Units, and thereupon all of the Member's rights in and to such Units shall terminate.

Section 9.7. Withdrawal of a Member

(a) A Member shall withdraw from the Company upon the occurrence of one of the following events:

(i) The Member dies (or, if the Member is an entity, it incurs a dissolution or equivalent event);

(ii) The Member transfers all of the Member's Units to another Person, in accordance with the terms of this Agreement.

(b) Except as provided in this Section 9.7(b) and as otherwise provided in this Agreement, a Member's withdrawal shall not entitle the Member to receive any distribution of Company profits or other assets or to receive any payment for the Member's Units. Notwithstanding the foregoing, upon withdrawal of a Member, the other Members of the Company shall have the right to dissolve the Company in accordance with Article X hereof, and make distributions to the Members in accordance with Article X and Section 5.2(b) hereof. If the Company is not so dissolved, notwithstanding the withdrawal of such Member, the withdrawing Member shall continue to receive distributions, and be allocated net profits and net losses, in accordance with Article V hereof, reflecting such withdrawing Member's proportion of outstanding Units immediately prior to such withdrawal, and shall continue to be treated as a partner for federal and other relevant income tax purposes; however, such Member shall not have any other rights applicable to a Member, including, without limitation, voting rights.

ARTICLE X.

DISSOLUTION

Section 10.1. Events of Dissolution

Except as otherwise provided herein, the Company shall be dissolved and wound up upon the first to occur of one of the following events:

(a) The decision of the Members in accordance with Section 7.2; or

(b) The occurrence of any event that causes the Dissolution of the Company under the Act, unless the business of the Company is continued pursuant to Section 10.2 hereof.

Section 10.2. Continuation of Business

The death, dissolution, the adjudication of incompetency by a court of competent jurisdiction, or insolvency (whether voluntary or involuntary) of a Member (a "**Dissolution Event**") shall not result in the dissolution of the Company, and the business and existence of the Company shall continue notwithstanding the occurrence of the Dissolution Event, unless the then

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remaining Members elect to dissolve the Company. Each party hereto hereby consents to and agrees that (a) the business and existence of the Company shall continue notwithstanding the occurrence of a Dissolution Event, and (b) it is their intent that the provisions of this Agreement, including, without limitation, the provisions of this Section 10.2, and the Articles satisfy all applicable requirements for continuation of the Company's business and existence upon the occurrence of a Dissolution Event, including, without limitation, the requirements of the Act.

Section 10.3. Failure to Continue the Business of the Company

(a) If dissolution of the Company occurs, then the Board shall wind up the affairs of the Company in accordance with applicable law.

(b) After paying or providing for the payment of all Company debts, the proceeds of sale of the Company's assets shall be distributed to the Members in accordance with Section 5.2(c) hereof. If the Board determines that an immediate sale would be financially inadvisable, the Board may defer sale of the Company assets for a reasonable time, or distribute the assets in kind (after payment of or provision for all Company debts). If any assets are distributed in kind, then they shall be distributed on the basis of the fair market value thereof as determined by independent appraisal, and shall be deemed to have been sold at fair market value.

(c) The Company shall terminate when all assets of the Company have been sold and/or distributed and all affairs of the Company have been wound up.

(d) Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the Capital Account of any Member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation), or distributions of money pursuant to this Agreement to all Members in proportion to the respective Units owned by them, upon dissolution of the Company such deficit shall not be an asset of the Company and such Members shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

ARTICLE XI.

INDEMNIFICATION

The Company, and its receiver or its trustee, shall indemnify and pay all judgments and claims made against, or threatened to be made against, the Members, Managers and officers of the Company relating to any liability or damage incurred or suffered by, or which could be incurred or suffered by, the Members, Managers or officers by reason of any act performed or omitted to be performed by the Members, Managers or officers in connection with the Company's business and, including reasonable attorney's fees incurred by the Members, Managers or officers in connection with the defense of any claim or action based on any such act or omission, except to the extent indemnification is prohibited by law or the gross negligence, willful or intentional misconduct, or fraud of the Member, Manager or Officer as applicable or by their default of this Agreement. A Members, Manager or an officer shall not be indemnified in connection with any act outside the scope of its authority to act for the Company, except that a Member, Manager or officer shall be indemnified to the extent otherwise permitted hereunder if it reasonably believed that its actions

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were within the scope of its authority or involve acts which customarily or consistent with past practice are performed by a person maintaining such position. The Company shall hold harmless the Members, Managers and officers for any act performed or omitted to be performed by the Members, Managers or officers in connection with the Company's business, except for any damages or liabilities resulting from the gross negligence, willful or intentional misconduct or fraud of the Member, Manager or Officer as applicable or their default of this Agreement. Any indemnification required herein to be made by the Company shall be made promptly following the fixing of any loss, liability, or damage incurred or suffered. If, at any time, the Company has insufficient funds to provide such indemnification as herein provided, it shall provide such indemnification if and as the Company generates sufficient funds, and prior to any distribution to the Members. Attorneys' fees and costs of the Members, Managers and officers incurred as a result of any claim shall be paid by the Company as and when they become due. Notwithstanding the foregoing provisions of this Article XII, the Members, Managers or officers shall not be indemnified or held harmless by the Company from any liability for actions or omissions that constitute gross negligence, willful or intentional misconduct or fraud. All reimbursement required hereunder shall be paid by the Company as soon as funds become available.

ARTICLE XII.

DUTY OF CONFIDENTIALITY

Section 12.1. Duty of Confidentiality

Each Member:

- (a) Shall, at all times, maintain the confidentiality of Confidential Information (as defined in Section 12.2);
- (b) Except as required by law or regulation or by order of any regulatory body, shall not disclose Confidential Information to any third party without the Act of the Members;
- (c) Shall use Confidential Information only for the benefit of the Company; and
- (d) Promptly after ceasing to be a Member, shall return to the Company all documents and other media containing Confidential Information.

Section 12.2. Definition of Confidential Information

For purposes of this Agreement, "**Confidential Information**" means (i) the terms of this Agreement; provided, however, that a Member may disclose these terms on a confidential basis to the Member's professional advisers; and (ii) information relating to the Company and its business, investments and potential business and investments, including, without limitation, trade secrets, financial information, marketing and business plans, investment and management strategies, methods of providing services, practices, documentation, drawings, facilities, customers, policies, suppliers, pricing, customer lists and leads, and other information and know-how that has actual or

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potential economic value to the Company because it is not generally known to others and is not readily ascertainable by them.

Section 12.3. Exceptions to Duty of Confidentiality Section

12.3 shall not apply to information:

- (a) Which enters the public domain through no fault of a member;
- (b) The disclosure of which is required by final order of a court of competent jurisdiction; or
- (c) The disclosure of which is made on a confidential basis to an arbitrator in an arbitration under Article XIII.

Section 12.4. Severability

The covenants set forth in this Article XII shall be deemed severable, and the invalidity of any covenant shall not affect the validity or enforceability of any other covenant. The existence of any claim or cause of action by a Member shall not constitute a defense to the enforcement by the Company of these covenants. The failure by the Company to object to any conduct in violation of this Agreement shall not be deemed a waiver by the Company.

Section 12.5. Specific Enforcement

The parties acknowledge that the restrictions as contained in this Article XII are required for the reasonable protection of the business of the Company. Therefore, the parties hereby agree that, in the event of a violation of any provision of this Agreement, the Company shall be entitled, if it so elects, to institute and prosecute proceedings at law or in equity to obtain damages with respect to such violation or to enforce specific performance of this Section against a Member or to enjoin a Member from engaging in any activity in violation hereof.

Section 12.6. Remedies Cumulative

No remedy provided above is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise of any remedy provided above shall preclude any other or further exercise thereof.

ARTICLE XIII.

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MISCELLANEOUS

Section 13.1. Binding Effect

This Agreement shall bind all Members and their respective distributees, successors, and permitted assigns and any other person claiming a right or benefit under or covered by this Agreement.

Section 13.2. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable:

(a) that provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Agreement;

(b) the remaining provisions of this Agreement shall remain in full force and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement; and

(c) in the place of the illegal, invalid, or unenforceable provision, a legal, valid, and enforceable provision that is as similar to the illegal, invalid, or unenforceable provision as possible shall be inserted into this Agreement.

Section 13.3. Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute one document. Proving the execution and contents of this document against a party may be done by producing any copy of this Agreement signed by that party including, without limitation, any electronic transmission (including a facsimile or scan copy) of a party's signature page.

Section 13.4. Additional Documents and Acts

Each Member shall execute and deliver all additional documents and perform all such additional acts as may be necessary or appropriate in the sole discretion of the Manager to effectuate and perform all of the terms, provisions and conditions of this Agreement and the transactions contemplated by this Agreement.

Section 13.5. Notices

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, delivered by e-mail (with electronic or verbal confirmation of delivery), or sent by Federal Express or similar nationally recognized overnight delivery service, addressed to such party as indicated on **Schedule "A"**. Each such notice shall be deemed given on the date delivered. Any change in address must be made by giving written notice of the change to the Company and to each Member.

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Section 13.6. Entire Agreement

This Agreement constitutes the entire agreement among the Members with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, by or among the Members and the Company with respect to such subject matter. This Agreement may not be amended or modified in any way except by a written instrument executed by the Company, the Act of the Board, and the Act the Members, and with respect to any amendment during the first year of this Agreement affecting an initial Manager appointed herein, same shall require the approval of such Manager.

Section 13.7. No Waivers

The waiver of any party's prompt and complete performance, or breach or violation, of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent obligation to perform, breach or violation, and the waiver by any party hereto to exercise any right or remedy that he or it may possess shall not operate as, nor be construed to be, the waiver of such right or remedy by any other party or parties or a bar to the exercise of such right or remedy by such party or parties upon the occurrence of any subsequent obligation to perform, breach or violation.

Section 13.8. Specific Performance

The parties hereto acknowledge and agree that they would be irreparably harmed if the terms of this Agreement were not capable of being specifically enforced and that the remedies of specific performance and injunction may be sought and obtained independent of or concurrent with any other proceeding. Notwithstanding any provision to the contrary in this Agreement, each party hereto shall be entitled, if it so elects, to institute and prosecute proceedings at law or in equity in any court of competent jurisdiction situated in Miami-Dade County, Florida to enforce specific performance of this Agreement. The parties further agree that such equitable relief provided herein shall not in any way limit or deny any other remedy (legal or equitable) which a party might otherwise have. In addition, all parties to this Agreement hereby expressly waive any objection, in any such action, that the party seeking equitable relief has or may have an adequate remedy at law and hereby consent to any such equitable action.

Section 13.9. Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions of this Agreement.

Section 13.10. Subsequent Members

Any person who becomes a Member of the Company after the execution of this Agreement shall be deemed to have consented hereto, and to be bound hereby, as if it had actual notice of this Agreement at the time such person acquired its Units.

[Signature page follows.]

Edwin Guillermo Danilo

IN WITNESS WHEREOF, this Operating Agreement has been duly executed on behalf of the parties hereto as of the date first above written.

THE COMPANY:

FULL CONSTRUCTION, LLC

By: Edwin Guillermo Davila

Name: Edwin Guillermo Davila

Its: Manager

By: [Signature]

Name: Erwin Davila

Its: Manager

THE MEMBERS:

Edwin Guillermo Davila

Edwin Guillermo Davila

Erwin Davila

[Signature]

02-02-2021

Edwin Guillermo Davila

SCHEDULE A

FULL CONSTRUCTION, LLC

LIST OF MEMBERS AND CAPITAL CONTRIBUTIONS AS OF JANUARY 1ST, 2021

<u>NAME AND ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>UNITS</u>	<u>PERCENTAGE INTEREST</u>
Edwin Guillermo Davila	US\$100	60	60%
Erwin Davila	US\$100	40	40%
Total			100%


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