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(City/State/Zip/Phone #)

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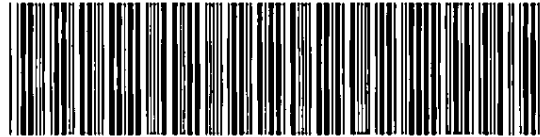
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(Document Number)

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2021 APR 13 PM 4:22

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2021 APR 13 AM 11:52

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APR 14 2021

FLORIDA CAPITAL COURIER SERVICES, INC  
2330 CLARE DRIVE  
TALLAHASSEE, FL 32309  
(850) 524-54372  
(850) 524-6243

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(OFFICE USE ONLY)

**Business Name & Document Number, (if known):**

1. 498 NE 8 St LLC  
Name Document Number (if known)

☒ Walk in ☐ Will wait

☐ Certified Copy Articles of Organization  
☐ Certificate of Status

**NEW FILINGS**

☐ Profit  
☐ Not for Profit  
☐ Limited Liability  
☐ Domestication  
☐ INC

☐ OTHER - Corp

**AMENDMENTS**

☐ Amendment  
☐ Resignation of R.A. Officer/Director  
☐ Change of Registered Agent  
☐ Dissolution/Withdrawal  
☐ Conversion

☒ Merger

**OTHER FILINGS**

☐ Annual Report  
☐ Fictitious Name  
☐ Statement of Authority

☐ APOSTIL () \_\_\_\_\_  
COUNTRY

**REGISTRATION/QUALIFICATIONS**

☐ Foreign Filing  
☐ Limited Partnership  
☐ Reinstatement

☐ Trademark  
☐ Other

**EXAMINER'S INITIALS: \_\_\_\_\_**

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations  
498 NE 8 St LLC

**SUBJECT:** \_\_\_\_\_  
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Jonathan Pearlman

\_\_\_\_\_  
Contact Person

498 NE 8 St LLC

\_\_\_\_\_  
Firm/Company

1089 S Ocean Blvd

\_\_\_\_\_  
Address

Palm Beach, FL 33480

\_\_\_\_\_  
City, State and Zip Code

jhp709@gmail.com

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

For further information concerning this matter, please call:

Jonathan Pearlman 917 596 8958  
\_\_\_\_\_  
Name of Contact Person at ( ) Daytime Telephone Number

☐ Certified copy (optional) \$30.00

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**Articles of Merger  
For  
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
498 NE 8 ST LLC	Florida	LLC
499 NE 7 ST LLC	Florida	LLC

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
498 NE 8 ST LLC	Florida	LLC

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

12 AM 11:53  
12/11/2011  
12/11/2011

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

\_\_\_\_\_

**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.

**SEVENTH:** Signature(s) for Each Party:

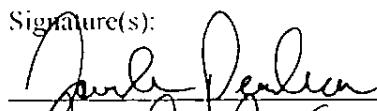
Name of Entity/Organization:

Signature(s):

Typed or Printed

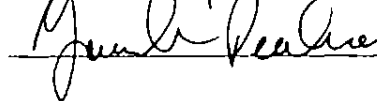
Name of Individual:

498 NE 8 St LLC



Jonathan Pearlman

499 NE 7 St LLC



Jonathan Pearlman

Corporations:

Chairman, Vice Chairman, President or Officer

*(If no directors selected, signature of incorporator.)*

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

<b><u>Fees:</u></b>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<b><u>Certified Copy (optional):</u></b>	\$30.00

**LIMITED LIABILITY COMPANY AGREEMENT**  
**OF**  
**498 NE 8TH STREET, LLC**

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
498 NE 8TH STREET, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT of 498 NE 8TH STREET, LLC is made and entered into as of the 12<sup>th</sup> day of December, 2018, by JONATHAN HAYIM SCHNEIDER PEARLMAN and DAVID PRATT, as Trustees of the JONATHAN HAYIM SCHNEIDER PEARLMAN 2013 IRREVOCABLE TRUST dated December 19, 2012, as Member, and 498 NE 8TH STREET, LLC (the "Company"), a Florida limited liability company.

**ARTICLE I  
DEFINITIONS**

- 1.1 Act shall mean the Florida Limited Liability Company Act.
- 1.2 Adjusted Capital Account Deficit shall have the meaning set forth in Section 4.3.3 hereof.
- 1.3 Adjustment Date shall have the meaning set forth in Section 4.7.1 hereof.
- 1.4 Agreement shall mean this Limited Liability Company Agreement as originally executed or as amended, supplemented or restated from time to time.
- 1.5 Capital Account shall have the meaning set forth in Section 3.5 hereof.
- 1.6 Capital Contribution shall mean the amount of cash or the Gross Asset Value of any non-cash property that a Member has contributed to the Company from time to time.
- 1.7 Capital Withdrawal shall mean the amount of cash or the Gross Asset Value of any non-cash property which a Member has withdrawn from the Company from time to time.
- 1.8 Code shall mean the Internal Revenue Code of 1986, as amended, or any subsequent revenue law of the United States in effect from time to time.
- 1.9 Company shall mean the limited liability company hereby formed as it may from time to time be constituted.
- 1.10 Depreciation shall mean, for each Operations Period or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Operations Period or other period; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Operations Period or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Operations Period or other

period bears to such beginning adjusted tax basis; and provided further, that if the federal income tax depreciation, amortization or other cost recovery deduction for such Operations Period or other period is zero. Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managers.

1.11 Gross Asset Value shall mean, with respect to any asset, such asset's adjusted basis for federal income tax purposes, except as follows:

(i) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as agreed to by the contributing Member and the Managers;

(ii) the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managers, as of the following times: (a) the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for such Member's Interest; and (b) the liquidation of the Company within the meaning of Treas. Reg. Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clause (a) of this paragraph shall be made only if the Managers reasonably determine 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 to any Member shall be the gross fair market value of such asset on the date of distribution, as determined by the Managers.

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

1.12 Interest of a Member at any given time shall mean the then percentage ownership interest of a Member in the Company, including any and all rights and benefits to which a Member may be entitled as provided in this Agreement, together with the obligations to comply with all terms and provisions of this Agreement.

1.13 Majority in Interest shall have the meaning set forth in Section 3.4.1 hereof.

1.14 Manager or Managers shall mean JONATHAN HAYIM SCHNEIDER PEARLMAN and/or any persons or entities admitted in substitution for or in addition to him pursuant to the terms of this Agreement.

1.15 Member or Members shall mean any one or all individuals or entities who become admitted to the Company as a member pursuant to the provisions of this Agreement.

1.16 Member Nonrecourse Debt shall mean "partner nonrecourse debt" as defined in Treas. Reg. Section 1.704-2(b)(4).



1.17 Member Nonrecourse Deductions shall mean "partner nonrecourse deductions" as defined in Treas. Reg. Section 1.704-2(i)(2).

1.18 Minimum Gain shall mean "partnership minimum gain" as determined pursuant to Treas. Reg. Section 1.704-2(d). Minimum Gain shall be computed separately for each Member in a manner consistent with the Treasury Regulations under Code Section 704(b).

1.19 Nonrecourse Deductions has the meaning set forth in Treas. Reg. Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a taxable year of the Company equals the net increase, if any, in the amount of Minimum Gain during that taxable year, determined according to the provisions of Treas. Reg. Section 1.704-2(c).

1.20 Operations Period shall have the meaning set forth in Section 4.7.2 hereof.

1.21 Percentage Interest shall have the meaning set forth in Section 3.4 hereof.

1.22 Profits and Losses shall mean, for each Operations Period, an amount equal to the Company's taxable income or loss for such Operations Period, determined in accordance with Code Section 703(a) (but including in taxable income or loss, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1)), with the following adjustments:

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

(ii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as expenditures described in Code Section 705(a)(2)(B) pursuant to Treas. Reg. Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(iii) in the event that the Gross Asset Value of any Company asset is adjusted in accordance with Paragraph (ii) or Paragraph (iii) of the definition of "Gross Asset Value" above, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

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

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

(vi) to the extent that a Code Section 734(b) or Code Section 743(b) adjustment is required to be taken into account in determining Capital Accounts, pursuant to Treas. Reg. Section 1.704-1(b)(2)(iv)(m), the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses;

(vii) notwithstanding anything to the contrary in the definition of the terms "Profits" and "Losses," any items that are specially allocated pursuant to Section 4.3 hereof shall be excluded in computing Profits or Losses; and

(viii) for purposes of this Agreement, any deduction for a loss on a sale or exchange of Company property that is disallowed to the Company under Code Section 267(a)(1) or Code Section 707(b) shall be treated as a Code Section 705(a)(2)(B) expenditure.

1.23 Related Party shall mean (a) one or more of the descendants of a Member, (b) an estate or trust the beneficiaries of which are a Member and/or one or more of the descendants of a Member or (c) any one or more of the beneficiaries of an estate or trust that itself is a Member. The term "Related Party" shall also include a "QTIP" trust for a Member's spouse under Code Section 2056(b)(7), provided that the remainder beneficiaries of such trust consist exclusively of one or more of the descendants of a Member.

1.24 Transfer shall mean any sale, transfer, gift, bequest, assignment, pledge, hypothecation, mortgage or grant of a security interest with respect to an Interest, by operation of law or otherwise, excluding however, any grant of a security interest in favor of the Company.

1.25 Withdrawal of a Member from the Company, as such term is used in this Agreement, shall have the same meaning as the resignation of a Member under the Act (as hereinafter defined).

## **ARTICLE II ESTABLISHMENT OF THE COMPANY**

2.1 Formation. The parties hereby form the Company as a limited liability company pursuant to the provisions of the Act and hereby agree that the Company, its management and membership shall be governed by the terms and conditions set forth in this Agreement. The Managers shall promptly take all actions necessary or appropriate to allow the Company to carry on its business in accordance with the terms of this Agreement, including the execution and filing of Articles of Organization in the State of Florida. The Managers shall cause the Company to be qualified or registered under assumed or fictitious names statutes or similar laws in any jurisdiction in which the Company owns property or transacts business to the extent such qualification or registration is deemed necessary or advisable by the Managers in order to permit the Company lawfully to own property or transact business.

2.2 Name. The name of the Company shall be 498 NE 8TH STREET, LLC or such other name selected by the Managers as may be accepted for filing by the appropriate recording officials of the State of Florida.

2.3 Purposes. The purposes for which the Company has been formed and the powers which it may exercise, all being in furtherance, and not in limitation, of the general powers conferred upon limited liability companies by the State of Florida, are to make a profit, increase wealth, and provide a means for the Members to manage and preserve assets. In connection therewith, the Company will endeavor to:

- (i) Invest in, and to purchase or otherwise acquire, hold and dispose of all types of stocks, shares, bonds, debentures, obligations, notes, real estate, evidences of indebtedness, certificates of interest, membership interests, partnership interests, units of trusts, evidences of ownership, warrants or options or other interests issued or created by any and all corporations, partnerships, limited liability companies, limited liability partnerships, trusts, funds, associations or other entities, and any other investments which the Managers shall determine the Company should make. The Company may engage in any and all activities necessary, desirable or incidental to the accomplishment of the foregoing, including, but not limited to, operating a business or other ongoing concern. The specification of such purposes shall not be deemed a limitation on the general powers of the Company. Notwithstanding anything herein to the contrary, nothing set forth herein shall be construed as authorizing the Company to possess any purpose or power, or to do any act or thing, forbidden by law to a limited liability company organized under the laws of the State of Florida;
- (ii) Maintain control of family assets;
- (iii) Consolidate fractional interests in family assets;
- (iv) Increase family wealth;
- (v) Continue the ownership of family assets and restrict the right of non-family members to acquire interests in family assets;
- (vi) Provide flexibility in business planning;
- (vii) Facilitate the administration and reduce the cost associated with the disability or probate of the estate of family members;
- (viii) Promote the family's knowledge of and communication about family assets;

- (ix) Provide protection to family assets from claims of future creditors or divorcing spouses as a result of a failed marriage;
- (x) Provide structured and centralized management of the assets of the Members;
- (xi) Educate Members as to business and investment matters;
- (xii) Provide the Members with the opportunity to delegate management of assets; and
- (xiii) Provide diversity and economies of scale for the Members' investments.

2.4 Powers. The Company shall have the power to do all things necessary or desirable in the conduct of its business to the fullest possible extent.

2.5 Term. The term of the Company commenced on the date the Certificate of Formation was filed and shall continue on a perpetual basis unless dissolved as herein provided.

2.6 Principal Place of Business and Registered Agent. The Company's principal place of business shall be located at offices selected by the Managers from time to time. The address of the Company's registered office in the State of Florida is 6111 BROKEN SOUND PARKWAY NW, SUITE 200, BOCA RATON, FL, 33487. The name of its registered agent for service of process on the Company at that address is ASSOCIATED CORPORATE SERVICES, LLC.

2.7 Executory Agreement in Bankruptcy. The parties to this Agreement acknowledge and agree that this Agreement constitutes an executory agreement with respect to all Interests issued by the Company and shall be governed by 11 U.S.C. § 365 in connection with the bankruptcy of the Company or any Member or any transferee of an Interest (if the transfer of such Interest was not in compliance with Section 8.1 of this Agreement) because, among other provisions and obligations, this Agreement imposes on each party material and affirmative duties, which constitute material and unperformed future obligations. Accordingly, any trustee in bankruptcy with rights in and to any of the Interests issued by the Company shall be required to comply with the terms of this Agreement and Florida law governing this Agreement, including, without limitation, the restrictions of the rights of a creditor of a Member or a transferee of an Interest (if the transfer of such Interest was not in compliance with Section 8.1 of this Agreement) pursuant to Section 605.0503 of the Act.

### ARTICLE III CAPITAL CONTRIBUTIONS; PERCENTAGE INTERESTS; WITHDRAWALS; CAPITAL ACCOUNTS

3.1 Initial Capital Contributions and Percentage Interest. Schedule A sets forth the initial Capital Contributions to be made to the Company by each Member, the nature of their

respective contributions, and for contributions other than cash, the Gross Asset Value. In consideration of each Member's contribution, each Member shall be issued a percentage interest in the Company ("Percentage Interest") as is determined in Section 3.4 hereof and indicated on Schedule B.

3.2 Additional Capital Contributions. Upon receiving written notice from the Managers, the Members shall make additional Capital Contributions to the Company as may be required, in the discretion of the Managers, to fund additional activities of the Company or for any other purpose. Any such required additional Capital Contributions shall be allocated among and made by the Members pro rata in accordance with their relative Percentage Interests within thirty days from the date of written notice to the Members regarding such contributions from the Members. The Company shall be entitled to enforce the obligations of each Member to make the contributions specified in this Section 3.2, and the Company, acting at the direction of the Managers, shall have all remedies available at law or in equity in the event any such contribution is not made. The Company shall be entitled to recover reasonable attorneys' fees and other costs of enforcing a Member's obligations under this Section 3.2 and shall also be entitled to recover interest on any unpaid contributions, from the due date of such Capital Contribution, at 375 basis points over the prime rate of interest as published from time to time in The Wall Street Journal or similar publication if The Wall Street Journal is not available. The Company shall be entitled to offset against any amounts which may be or become due to a Member from the Company any obligations, fees, expenses or other amounts which may be payable to the Company by such Member.

3.3 Loans. Loans to the Company by a Member shall not be considered a Capital Contribution.

3.4 Percentage Interest in the Company. Each Member's initial Percentage Interest is set forth on Schedule B and shall be adjusted when any Member makes a Capital Contribution or Capital Withdrawal in such ratio the numerator of which shall be the Member's Capital Account balance and the denominator of which shall be the aggregate of the Members' Capital Account balance after such Capital Contribution or Capital Withdrawal. Such Capital Account balances shall be determined after all allocations of Profits and Losses as determined in Section 4.2 hereof (including without limitation Section 4.2.3 hereof). Schedule B shall be amended from time to time to reflect changes in Members or Percentage Interests.

3.4.1 Majority in Interest. All references in this Agreement to a "Majority in Interest" of the Members or other designated group shall refer to a majority in interest of the Percentage Interests then held by the Members or other designated group who have the power to vote.

3.5 Capital Accounts. A single Capital Account shall be maintained for each Member in accordance with the capital accounting rules of Code Section 704(b) and regulations thereunder. Each Member's opening Capital Account balance shall be the amount of such Member's initial Capital Contribution made pursuant to Section 3.1 hereof. Thereafter, a Member's Capital Account shall be credited with:

- (i) such Member's subsequent cash Capital Contributions;
- (ii) the Gross Asset Value of any non-cash property subsequently contributed to the capital of the Company by such Member;
- (iii) such Member's share of Profits of the Company as provided in Article IV including, for these purposes, any deemed Profits allocated pursuant to Section 4.2.3 hereof; and
- (iv) such other amounts as may be required for the Capital Account to be considered to be determined and maintained in accordance with the rules of Treas. Reg. Section 1.704-1(b)(2)(iv) (including Treas. Reg. Section 1.704-1(b)(2)(iv)(g)) or any successor section.

A Member's Capital Account shall be debited with:

- (i) such Member's share of Losses of the Company as provided in Article IV including, for these purposes, any deemed Losses allocated pursuant to Section 4.2.3 hereof;
- (ii) distributions made to such Member or Capital Withdrawals made by such Member; and
- (iii) such other amounts as may be required for the Capital Account to be considered to be determined and maintained in accordance with the rules of Treas. Reg. Section 1.704-1(b)(2)(iv) (including Treas. Reg. Section 1.704-1(b)(2)(iv)(g)) or any successor section.

3.6 Adjustments. To the extent that a Member shall make capital contributions to, or withdraw capital from, the Company in a manner that is not matched by all other Members in proportion to their Percentage Interests, the Managers may adjust the Percentage Interests to reflect the new capital balances, without such adjustment being deemed an amendment to this Agreement.

3.7 No Interest Paid. No Member shall receive any interest on such Member's Capital Contributions.

3.8 Withdrawals from Capital. No Member shall make a withdrawal from such Member's Capital Account without the approval of the Managers. The Managers, in their absolute discretion, may permit Members to make withdrawals at the end of any fiscal quarter of any amount. The Managers need not assign any reason for permitting or denying any such request by any Member. All amounts withdrawn by a Member shall be in cash or in securities or other property selected by the Managers or partly in cash and partly in such securities or other property, each such security or other property to be valued, for the purpose of such withdrawal, at its Gross Asset Value.

## **ARTICLE IV PROFIT AND LOSS**

4.1 Profits and Losses. Profits and Losses for any Operations Period, as defined in Section 4.7.2 hereof, shall be computed in the same manner as the Company reports its income for federal income tax purposes, except that:

- (i) for purposes of gain, loss, depreciation and otherwise, property shall be considered to have a book value equal to its Gross Asset Value as most recently determined pursuant to Section 4.2.3 hereof;
- (ii) income of the Company exempt from tax and expenses not deductible for tax purposes under the Code shall be included in the computation; and
- (iii) unrealized gain or loss shall be taken into account as provided in Section 4.2.3 hereof.

The principles of Treas. Reg. Section 1.704-1(b)(4)(i) shall be applied when necessary to prevent duplication or omission of Capital Account adjustments, including, without limitation, those arising from "deemed sales" under Section 4.2.3 hereof.

### 4.2 Allocation of Profits and Losses.

4.2.1 The Company's Profits and Losses for any Operations Period shall be allocated to the Members on a pro rata basis in accordance with their Percentage Interests.

4.2.2 The Company's items of income, gain, loss and deduction shall be allocated for federal, state and local income tax purposes among the Members proportionately to the allocation of Profits and Losses among the Members, except that each Member's distributive share of depreciation, amortization, and gain or loss, as computed for tax purposes, with respect to any property shall be determined so as to reflect the varying interests of the Members in Profit or Loss for prior Operations Periods, and otherwise to take into account the variation between the adjusted basis and the book value of the property in the same manner as under Code Section 704(c) and the regulations thereunder.

4.2.3 On each Adjustment Date, as defined in Section 4.7.1 hereof, the property of the Company (including any property being distributed) shall be considered to have been sold at its then Gross Asset Value. The deemed gain or loss for the Operations Period in question upon any such deemed sale shall be allocated in accordance with this Section 4.2. The amount of any distribution in kind shall be considered to be the then Gross Asset Value of the property.

4.2.4 If any Percentage Interest is transferred during an Operations Period, the Profit or Loss attributable to such Percentage Interest for such Operations Period shall be allocated between the transferor and transferee based on actual monthly Profit or Loss.

4.3 Qualified Income Offset and Related Provisions. Notwithstanding any other provision:

4.3.1 Losses for any Operations Period that would otherwise be allocated with respect to a Percentage Interest owned by a Member and which would cause such Member to have an Adjusted Capital Account Deficit (as defined in Section 4.3.3 hereof) shall instead be allocated pro rata among the other Members.

4.3.2 If any Member receives an adjustment, allocation, or distribution described in Treas. Reg. Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Company gross income shall be specifically allocated to such Member in an amount and manner sufficient to eliminate any Adjusted Capital Account Deficit created by such adjustments, allocations, or distributions as quickly as possible. The provisions of this Section 4.3.2 are intended to constitute a "qualified income offset" within the meaning of Treas. Reg. Section 1.704-1(b)(2)(ii)(d) and shall be interpreted and implemented as therein provided.

4.3.3 An "Adjusted Capital Account Deficit" exists with respect to a Member if the Member's Capital Account, determined for this purpose by reducing the Capital Account by the items described in Treas. Reg. Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6) and by increasing the Capital Account by the amount described in Treas. Reg. Section 1.704-1(b)(2)(ii)(c) that the Member is obligated to restore, is a negative amount.

4.4 Nonrecourse Deductions. Nonrecourse Deductions for any Operations Period or other period shall be specially allocated as Losses in accordance with the Members' Percentage Interests in the manner provided in Treas. Reg. Section 1.704-2(j)(1)(ii).

4.5 Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Operations Period or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treas. Reg. Section 1.704-2(i).

4.6 Tax Allocations; Code Section 704(c).

4.6.1 In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 1.11 hereof).

4.6.2 In the event the Gross Asset Value of any Company asset is adjusted pursuant to Paragraph (ii) of the definition of "Gross Asset Value" contained in Section 1.11 hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder.



4.6.3 Any elections or other decisions relating to allocations under this Section 4.6, including the selection of any allocation method permitted under Treas. Reg. Section 1.704-3, shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 4.6 are solely for the purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provisions of this Agreement.

4.7 Adjustment Dates; Operations Period.

4.7.1 The "Adjustment Dates" of the Company shall be the date of dissolution of the Company and each other date on which there is a distribution in kind of property of the Company, a contribution of money or other property (other than a de minimis amount) to the Company by a new or existing Member as consideration for an interest in the Company, or a distribution of money (other than a de minimis amount) by the Company to a retiring or continuing Member as consideration for an interest in the Company.

4.7.2 An "Operations Period" of the Company shall be the period beginning on the date hereof, the first day of a fiscal year or the first day following an Adjustment Date (as the case may be) and ending on the earlier of the next succeeding Adjustment Date or the last day of the then current fiscal year.

## **ARTICLE V DISTRIBUTIONS**

At any time and from time to time, as determined in the discretion of the Managers acting under a fiduciary duty, distributions shall be made pro rata among the Members according to their Percentage Interests; provided, however, that, except as otherwise provided in this Agreement, with respect to all distributions that are made partially in cash and partially in kind, the proportion of each distribution that is made in cash and the proportion that is made in kind shall be the same for all Members hereunder.

## **ARTICLE VI MANAGEMENT; LIABILITY; POWER OF ATTORNEY**

6.1 Management; Powers of Managers. The Managers shall have the full and exclusive power, on the Company's behalf, and in the Company's name, to manage, control, administer and operate the Company's business and affairs, and to do or cause to be done anything they deem appropriate, including (but not limited to) the power and authority to: (i) sell real or personal property to any person, giving any warranties or assurances deemed appropriate; (ii) buy, lease, or otherwise acquire real or personal property to carry on and conduct the Company's business; (iii) borrow money for the Company's business; (iv) issue promissory notes and other debt instruments (negotiable or non-negotiable), in any amounts, and secured by any encumbrance on all or any part of the Company's assets; (v) vote the shares of stock or other securities owned by the Company that have voting rights; (vi) assign any debts owing to the

Company; (vii) engage in any means of financing; (viii) enter into any agreement for sharing of profits or joint venture with any person or entity engaging in any business or venture in which this Company may engage; (ix) manage, administer, conserve, improve, develop, operate, lease, utilize, and defend the Company's assets, directly or through third parties; (x) execute any type of agreement or instrument in connection with any other Company power; (xi) employ all types of agents and employees (including attorneys and accountants) as may appear to be appropriate; (xii) buy or otherwise obtain the use of any type of equipment or other property that may be convenient or advisable in connection with any Company business; (xiii) incur at the Company's expense any reasonable expense for travel, telephone, telefax, insurance, taxes, and such other items, in carrying on the Company's business; (xiv) sue and be sued, and complain and defend, in the Company's name and on its behalf; (xv) pledge, grant a security interest or hypothecate any or all assets of the Company; (xvi) loan money or assets to an individual or entity; (xvii) guaranty the obligations of any individual or entity and secure such guaranty by any encumbrance; (xviii) quitclaim, release or abandon any Company assets, with or without consideration; and (xix) anything else they deem appropriate.

6.2 Limitations on Authority of Managers. Notwithstanding the provisions of Section 6.1 hereof, the Managers must obtain the consent of a Majority in Interest of the Members to do any of the following: (i) any act in contravention of this Agreement; (ii) any act which would make it impossible to carry on the ordinary business of the Company; (iii) confess a judgment against the Company; (iv) any act that would subject any Member to liability in excess of such Member's Capital Account in the Company; and (v) to cause a conversion or merger of the Company.

6.3 Compensation of Managers. A Manager shall be entitled to receive reasonable compensation for serving as a Manager pursuant to this Agreement.

6.4 Liability of Managers. A Manager shall not be liable, responsible or accountable in damages or otherwise to the Company or to any of the Members for any acts performed or omitted to be performed in good faith.

6.5 Other Business Interests. Every Member or Manager may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the other Members and Managers shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. The Members and Managers shall not be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character that, if presented to the Company, could be taken by the Company, and the Members and Managers shall have the right to take for their own account (individually or as a partner, shareholder, fiduciary or otherwise) or to recommend to others any such particular investment opportunity.

6.6 Indemnity. The Company shall indemnify, defend and hold harmless (i) the Managers, (ii) any person designated to act on behalf of the Managers (iii), if one or more of such Managers or persons is not a natural person, their controlling persons and the respective

officers, directors, members, managers, partners and stockholders of any of the foregoing identified in this clause (iii) and (iv) the counsel and the personal representatives or successors or assigns of any of the foregoing (severally, the "Indemnatee" and collectively, the "Indemnitees"), from and against any claims, losses, liabilities, damages, fines, penalties, costs and expenses (including, without limitation, fees and disbursements of counsel and other professionals) arising out of or in connection with any act or failure to act by an Indemnatee pursuant to this Agreement, or the business and affairs of the Company, to the fullest extent permitted by law; provided, however, that the Company shall not be required to indemnify an Indemnatee for any loss or damage which the Indemnatee may incur as a result of such Indemnatee's willful misconduct or gross negligence.

An Indemnatee shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person or entity as to matters the Indemnatee reasonably believes are within the professional or expert competence of such person or entity (e.g., attorneys, accountants or other experts) and who or which has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Profits, Losses, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

6.7 Powers of Members. Except as provided in Section 6.2 hereof and except for the Managers, no person in such person's capacity as a Member shall take part in the management of the business or affairs of the Company or have the right or authority to act for or bind the Company.

6.8 Limited Liability of Members. Notwithstanding any provision of this Agreement, the Members shall not be liable for any of the losses, debts or liabilities of the Company in excess of their respective Capital Accounts, except as otherwise expressly provided by the Act.

6.9 Tax Matters Partner and Partnership Representative. MICHELE ROSENBERG shall be the "Tax Matters Partner" (as such term was defined in Section 6231(a)(7) of the Code prior to amendment by the Bipartisan Budget Act of 2015) and/or the "Partnership Representative" (as such term is defined in Section 6223 of the Code), and as such, shall be solely responsible for representing the Company in all dealings with the Internal Revenue Service, or any state, local, or foreign tax authorities, but the Tax Matters Partner and/or the Partnership Representative shall keep all of the other Members reasonably informed of any Company dealings with any tax agency.

6.10 Power of Attorney. Each Member hereby irrevocably constitutes and appoints the Managers as are named from time to time hereunder as his, her or its true and lawful attorney, with full power to act in his, her or its name, place and stead, to make, execute, consent to, swear to, acknowledge, record and file the following: (i) a Certificate of Formation or similar certificate under the Act and the applicable laws of any other jurisdictions in which the Managers deem such filing to be necessary or desirable; (ii) any certificate or other instrument which may be required to be filed by the Company or the Members under the laws of the State of Florida and under the applicable laws of any other jurisdiction to the extent that the Managers deem such

filing to be necessary or desirable; (iii) any and all amendments or modifications to the Certificate of Formation filed under the Act, and to any other instruments described above; (iv) all certificates and other instruments which may be required to effectuate the dissolution and termination of the Company pursuant to the provisions of this Agreement; (v) any and all consents or other instruments deemed necessary or desirable by the Managers for the admission of a new Member pursuant to this Agreement; and (vi) all other instruments, including, without limitation, all instruments related to the acquisition, holding, selling, leasing and financing of Company property, as the Managers deem necessary or desirable to carry out the provisions of this Agreement in accordance with its terms. It is expressly understood and intended and agreed to by each Member for himself, herself or itself, and his, her or its successors and assigns, that the granting of the power of attorney to the Managers pursuant to this Section 6.10 is coupled with an interest, is irrevocable and shall survive the Member's death or incapacity or the assignment of the Member's interest in the Company.

6.11 Manager Succession. If a Manager dies, resigns or becomes incapacitated, or is unable to act as Manager for any reason, and there is no Manager then acting, then the Members shall, by vote of a Majority in Interest of them, elect such one or more successor Managers.

## **ARTICLE VII INVESTMENT REPRESENTATIONS**

Each Member, in executing this Agreement, warrants to every other Member, and to the Company, that such Member holds his, her or its Company Interest for purposes of investment only, for his, her or its own account, and not with the view to sell or resell or to distribute the interest, or any part of it, and that no other person has any interest in the Member's interest or in his, her or its rights under this Agreement. Each Member represents that he, she or it understands that the interests in the Company have not been registered under the Securities Act of 1933. In addition, each Member represents that he, she or it understands that interests in the Company may not be sold or resold without being registered under the Securities Act of 1933, unless the sale is made pursuant to an exemption from such registration, and that, as a result, such Member must bear the economic risk of an investment in the Company for an indefinite period of time. Each Member represents that he, she or it is sophisticated and has knowledge and experience in financial and business matters such that he, she or it is capable of evaluating the merits and risks of an investment in the Company, and is able to bear the economic risk of the investment.

## **ARTICLE VIII TRANSFERS OF MEMBER INTERESTS; WITHDRAWAL**

8.1 Transfer of Interest of Member and Right of First Refusal. Except as otherwise provided in this Agreement, each Member hereby covenants and agrees that such Member will not transfer all or any part of such Member's Interest in the Company to any person, firm, corporation or other entity unless (a) such Member first has obtained the written consent of the Managers to any such proposed Transfer, which consent may be withheld in the Managers' sole and absolute discretion, and (b) such Member first complies with the provisions of Section 8.1.1 hereof.

8.1.1 No Member or any transferee of a Member's Interest shall transfer, sell, exchange or otherwise dispose of all or any part of his, her or its interest in the Company unless such Member or transferee (the "Transferring Member") first offers to sell such interest (the "Offered Interest") pursuant to the terms of this Section 8.1.1.

8.1.1.1 No transfer may be made under this Section 8.1.1 unless the Transferring Member has received a bona fide offer (the "Offer") from a prospective purchaser (the "Purchaser") to purchase the Offered Interest for consideration (the "Offer Price") in the form of cash and/or promissory notes which offer shall be in writing, signed by the Purchaser and which is irrevocable for a period ending no sooner than the day following the end of the Second Offer Period, as defined in Section 8.1.1.4 hereof.

8.1.1.2 Prior to making any transfer that is subject to the terms of this Section 8.1, the Transferring Member shall give to the Company and each Member, written notice of the Offer (the "Offer Notice") which shall include the following: (a) the identity of the Purchaser; (b) a copy of the Offer; (c) a statement signed by the Purchaser to the effect that, upon purchase of the Offered Interest, the Purchaser agrees to become a Member, to be bound by all of the terms and conditions of this Agreement as a Member with respect to the Offered Interest, and to execute such documents and instruments as the Managers deem necessary or appropriate to confirm such agreements; (d) an offer (the "Company Offer") to sell the Offered Interest to the Company for the Offer Price, payable according to the same terms as (or more favorable terms than) those contained in the Offer, provided that the Company Offer shall be made without regard to the requirement of any earnest money or similar deposit required of the Purchaser prior to closing, and without regard to any security (other than the Offered Interest) to be provided by the Purchaser for any deferred portion of the Offer Price; and (e) an offer (the "Member's Offer") to sell the Offered Interest to the other Members (the "Member Offerees") (only if the Company Offer is not accepted) for the Offer Price, payable according to the same terms as (or more favorable terms than) those contained in the Offer, provided that the Member's Offer shall be made without regard to the requirement of any earnest money or similar deposit required of the Purchaser prior to closing, and without regard to any security (other than the Offered Interest) to be provided by the Purchaser for any deferred portion of the Offer Price.

8.1.1.3 The Company Offer shall be irrevocable for a period (the "First Offer Period") ending at 5:00 P.M., local time, at the Company's principal place of business, on the earlier of (a) the receipt by the Transferring Member of an express written rejection of the Company Offer which is signed by a Majority in Interest of the Members, and (b) the ninetieth (90<sup>th</sup>) day following the day of the Offer Notice. Any acceptance of the Company Offer must be in writing, signed by a Majority in Interest of the Members and must be for the entire interest being offered.

8.1.1.4 Upon termination of the Company Offer, the Member's Offer shall be irrevocable for a period (the "Second Offer Period") ending at 5:00 P.M., local time, at the Company's principal place of business, on the sixtieth (60<sup>th</sup>) day following the day of the expiration of the Company Offer.

8.1.1.5 At any time during the Second Offer Period, any Member Offeree may accept the Member's Offer as to all or any portion of the Offered Interest by giving written notice of such acceptance to the Transferring Member and each other Member Offeree (an "Acceptance") which notice shall indicate the maximum portion of the Offered Interest that such Member Offeree is willing to purchase. In the event that Member Offerees ("Accepting Member Offerees"), in the aggregate, accept the Member's Offer with respect to all, or more than all, of the Offered Interest during the Offer Period, the Member's Offer shall be deemed to be accepted. In the event that Accepting Member Offerees accept the Member's Offer with respect to more than all of the Offered Interest, each Accepting Member Offeree shall be deemed to have accepted the Member's Offer with respect to that portion of the Offered Interest that corresponds to the ratio of the Offered Interest that such Accepting Member Offeree indicated a willingness to purchase to the aggregate Offered Interests all Accepting Member Offerees indicated a willingness to purchase. If Member Offerees do not accept the Member's Offer as to all, or more than all, of the Offered Interests during the Second Offer Period (or if prior to that date, the Transferring Member receives a written rejection of the Member's Offer signed by every Member), the Member's Offer shall be deemed to be rejected in its entirety.

8.1.1.6 In the event the Company Offer or the Member's Offer is accepted, the closing of the sale of the Offered Interest shall take place within thirty (30) days after the Company Offer or the Member's Offer, as the case may be, is accepted or, if later, the date of closing set forth in the Offer (the "Acceptance Date"); provided, however, that if the consent of any regulatory authority is needed prior to closing and has not been received by the Acceptance Date, the closing shall take place no later than five (5) business days following the date the final such regulatory consent has been received by the Company. The Transferring Member, the Managers and all Accepting Member Offerees shall execute such documents and instruments as may be necessary or appropriate to effect the sale of the Offered Interest pursuant to the terms of the Company Offer or the Member's Offer, as the case may be, and this Section 8.1.1.

8.1.1.7 If neither the Company Offer nor the Member's Offer is accepted in the manner above provided, the Transferring Member may sell the Offered Interest to the Purchaser at any time within sixty (60) days after the last day of the Second Offer Period; provided, however, that such sale shall be made on terms no more favorable to the Purchaser than the terms contained in the Offer and provided further that such sale complies with the other terms, conditions, and restrictions of this Agreement that are applicable to sales of an Interest and are not expressly made inapplicable to sales occurring under this Section 8.1.1. In the event that the Offered Interest is not sold in accordance with the terms of the preceding sentence, the Offered Interest shall again become subject to all of the conditions and restrictions of this Section 8.1.1.

8.2 Death or Incompetency of a Member. A Member's death or adjudication of incompetence will not dissolve the Company. Instead, the executors or administrators of the estate of the deceased Member, or the guardian, conservator or other legal representative of the estate of the incompetent Member, will have the same rights (subject to the same limitations) as the deceased or incompetent Member, and shall not become a substituted Member unless admitted as such pursuant to Section 9.2 hereof; provided that, except as otherwise provided in

this Agreement, such rights shall not include any rights to participate in the management of the Company as a Manager.

8.3 Exception for Related Parties. Section 8.1 hereof shall not apply to any Transfer of a Member's Interest in the Company that is by sale or gift, or that takes place as a result of the death of a Member or a result of any event that terminates a beneficiary's interest in a trust that itself is a Member, in each case, if such Transfer is to or for the benefit of another Member or any Related Party.

8.4 Effect of Transfers in Violation of this Article. Any Transfer of an Interest in violation of Articles VIII and IX hereof shall be null and void and of no force and effect.

8.5 Transfers from Custodianships. Notwithstanding any contrary provisions hereof, any Interest as a Member which is held by a custodian for a minor under the laws of the State of Florida or any other state shall be fully transferable and assignable to the minor when he or she reaches the age of termination of such custodianship for such minor under the applicable statute.

8.6 No Right to Withdraw. No Member may withdraw from the Company without the written consent of the Managers, which consent may, in their sole and absolute discretion, be withheld, and any attempt to withdraw without such written consent shall be null and void and of no force and effect.

8.7 No Right to Receive Distributions. No Member shall be entitled to receive, upon withdrawal from the Company or otherwise, any distribution from the Company, without the written consent of the Managers, which consent may be withheld in their sole and absolute discretion, until the Company dissolves and is wound up pursuant to Article X hereof. Notwithstanding the preceding sentence, the Managers may, in their sole and absolute discretion, distribute to each Member any part (or all) of such Member's Capital Account at the end of any Operations Period.

8.8 Rights of Creditor of Member or Transferee. Pursuant to Section 605.0503 of the Act, on application to a court of competent jurisdiction by any judgment creditor of a Member or transferee of an Interest, the court may charge the Interest of the Member or transferable interest of a transferee with payment of the unsatisfied amount of the judgment with interest. To the extent so charged, the judgment creditor has only the rights of a transferee of the Interest. Such "charging order" is the exclusive remedy under the Act which a judgment creditor of a Member or transferee may use to satisfy a judgment out of the judgment debtor's interest in the Company or transferable interest. Notwithstanding anything to the contrary contained in this Agreement, the Members and the Company hereby waive and eliminate any fiduciary duties otherwise imposed under this Agreement, statutorily imposed and/or imposed under common law, upon any Manager or Member of the Company, including without limitation, the duty of loyalty, the duty of care and the duty of good faith and fair dealing as such duties may be owed to (a) any judgment creditor of a Member, (b) any transferee of an Interest if the transfer of such Interest was not in compliance with Section 8.1 of this Agreement, and/or (c) any person holding a charging order with respect to a Member's membership interest in the Company.

8.9 Involuntary Transfers. If a Member's creditor is granted a charging order pursuant to Section 8.8 hereof, such creditor shall be treated as a transferee pursuant to Section 9.5 hereof until such Member's debt is no longer outstanding, at which time the creditor shall no longer be a transferee and the rights of the Member shall be restored to the position such Member was in prior to the involuntary transfer. During the period that the debt remains outstanding, any and all of the rights of the Member shall be exercised in favor of and solely in the interest of the creditor. If any creditor is treated as a transferee pursuant to Section 9.5 hereof, any distribution made pursuant to Article V hereof shall first be applied to satisfy any debts, obligations, or liabilities for costs and/or damages that the assignor of the Interest or the transferee of the Interest may have to the Company. Additionally, during the period that the debt remains outstanding, the Company shall prepare a Schedule K-1 on behalf of the transferee and shall allocate all items of income, gain, loss or deduction to the transferee for such period.

## **ARTICLE IX SUBSTITUTION; ADDITIONAL MEMBERS; EXPULSION OF MEMBERS**

9.1 Admission of New Members. Except as otherwise specifically provided herein, no person, firm, corporation, trust or other entity shall be admitted to the Company as a Member without the consent of the Managers. Admission of any Member shall not be a cause of dissolution.

9.1.1 A newly admitted Member shall execute an amendment to this Agreement pursuant to which such Member agrees to be bound by the terms and provisions of this Agreement.

9.1.2 Upon the unanimous written consent of the then acting Managers and the written consent of the Member to be so appointed, a Member may be appointed as an additional Manager.

9.2 Substituted Members. Subject to Section 8.1 hereof, a permitted transferee of an Interest may not be admitted as a substituted Member unless and until the Transferring Member and his, her or its transferee (1) execute, acknowledge and deliver to the Managers such instruments of transfer and assignment as are in form and substance satisfactory to the Managers, (2) furnish to the Managers such assurances as the Managers may request, including, without limitation, an opinion of counsel satisfactory to the Managers, that the Transferring Member's Interest in the Company has been registered for sale under the Securities Act of 1933, as amended, and under applicable Florida securities laws, or that such registration thereunder is not required, and (3) all of the following conditions have been met:

(i) The transfer is made pursuant to the written consent of the Managers, which consent may be given or withheld in the sole discretion of the Managers;

(ii) The Managers have received, in form and substance satisfactory to the Managers, a written instrument executed by the transferors, which instrument transfers to the transferee all or part of the transferor's Interest;



(iii) The transferee has approved and adopted all of the provisions of this Agreement, as the same may have been amended, which approval and adoption may be evidenced in such manner as is required by the Managers; and

(iv) The transferor has paid or agreed to pay, as the Managers may determine, all reasonable expenses relating to such admission.

9.3 Transfer of a Manager's Interest; Status of a Transferee of Manager's Interest. If a Manager holds an Interest in the Company and dies, becomes incompetent or Transfers all or any part of his, her or its Interest in the Company, such Interest shall automatically be converted into a non-Manager's Interest, and such transferee may be admitted to the Company as a Member upon compliance with Section 9.2 hereof.

9.4 Admission of Certain Transferees and Successors as Members. Notwithstanding Section 9.1 hereof, any person who is an existing Member and who becomes a transferee of a Member's Interest in the Company, or who succeeds to a Member's Interest in the Company as a result of the death or incompetency of a Member, shall be admitted to the Company with respect to the transferred interest without the necessity of the consent of the Managers. The status of any such transferee or successor who is not an existing Member shall be governed by Section 9.2 hereof, concerning substituted Members, and by Section 9.3 hereof, providing for conversion of Manager's Interests into non-Manager's Interest.

9.5 Status of Transferees Not Admitted as Members. A transferee who acquires an Interest, whether by gift, purchase, inheritance or otherwise, but who is not admitted as a substituted Member pursuant to this Article IX, shall be entitled only to share in such Profits and Losses, to receive such distribution or distributions and to receive such allocation of income, gain, loss, deduction, or credit or similar item to which the transferor was entitled to the extent assigned. Such transferee shall have no right to an accounting of the affairs of the Company and shall not have any rights of a Manager or a Member under the Act or this Agreement, except as to allocations and distributions with respect to such transferred interests.

9.6 Limitations. Notwithstanding the other provisions of Article VIII hereof or this Article IX, no Member may Transfer an Interest unless such Member provides evidence satisfactory to the Managers that (a) such transfer does not violate any applicable securities laws, and (b) such transfer does not cause a termination of the Company under Code Section 708(b).

9.7 Expulsion of a Member. Any Member may be expelled from the Company on the determination of the Managers and a Majority in Interest of the Members (excluding the expelled Member). Upon the expulsion of any Member, the Company shall be required to pay to such Member an amount equal to the fair market value of such expelled Member's Interest. The fair market value of such expelled Member's Interest shall be determined by an appraisal performed by an independent business appraiser selected by the Managers and the expelled Member. If the expelled Member and the Managers are unable to agree upon an appraiser, then the expelled Member and the Managers shall each select an appraiser and if the appraisers selected are unable to agree as to the fair market value of the Interest, then the two appraisers shall select a third appraiser who shall determine the fair market value. The appraisers' determination in this regard

shall be conclusive and binding on all Members. All costs of an appraiser mutually selected by the expelled Member and the Managers by the two appraisers shall be shared equally by the expelled Member and the Company. All costs of an individual appraiser shall be borne by the party selecting such appraiser.

## **ARTICLE X DISSOLUTION AND WINDING-UP**

10.1 Events Occasioning Dissolution. The Company shall dissolve and its affairs shall be wound up upon the first to occur of any of the following events:

(i) Upon the written consent of all of the Managers and all of the Members to dissolve the Company;

(ii) At any time there are no Members; provided, that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the personal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the personal representative of such Member or its nominee or designee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member; or

(iii) The entry of a decree of judicial dissolution under the Act.

10.2 Winding-Up. The Company shall be allowed one year from the date of any event occasioning dissolution for the winding-up of its affairs and shall be allowed such additional time as may be reasonable for the orderly sale, if necessary, of the Company assets.

10.3 Distributions Upon Winding-Up. Upon the dissolution and winding-up of the Company, the assets of the Company, after application of Section 4.2.3 hereof, shall be distributed in the following order of priority:

(i) To the payment of the expenses of winding-up, including the establishment of any reserves against liabilities or obligations of the Company that the Managers in their sole discretion deem appropriate, such reserves to be charged against the Members' Capital Accounts pro rata according to their Percentage Interests, which reserve, prior to payment of such liabilities and obligations, shall be placed in the hands of an escrow agent for such period and upon such terms as the Managers shall determine; and, then,

(ii) To the payment of other debts and liabilities of the Company, other than Members' loans to the Company; and, then,

(iii) To the payment of Members' loans to the Company; and, then

(iv) To the payment to Members whose Capital Accounts are disproportionately greater than their Percentage Interests, until all Members' Capital Accounts are in proportion to their Percentage Interests; and then,

(v) To the payment of the Capital Accounts of the Members.

## **ARTICLE XI ACCOUNTING**

11.1 Banking and Accounts. All Company funds shall be deposited in its name in such bank, brokerage or other accounts as the Managers may from time to time designate. The Managers may authorize other persons to draw checks on Company bank accounts, but such authority must be in writing, and any one or more of the Managers may require that such other persons be bonded. Each bank, brokerage firm or investment advisor in which a Company account is maintained is relieved of any responsibility to inquire into the Managers' authority to deal with such funds, and absolved of all liability with respect to withdrawals from such Company accounts by any person duly authorized by the Managers.

11.2 Books and Records. The Managers shall maintain the general accounts of the Company. The books of the Company shall be kept on a basis consistent with the provisions of this Agreement and shall be open to the inspection and examination of all Members, in person or by their duly authorized representatives, at reasonable times.

11.3 Method of Accounting. The Company books shall be maintained and kept in accordance with the cash receipts and disbursements method of accounting unless otherwise required by the Internal Revenue Code or regulations thereunder.

11.4 Fiscal Year. The fiscal year of the Company shall be the calendar year.

11.5 Tax Elections. No election shall be made to exclude the Company from the application of the provisions of Subchapter K of the Code or from any similar provisions of any state tax law. If an Interest is transferred, a Member dies, or Company assets are distributed to a Member, the Managers may, in their discretion, but need not, cause the Company to elect to adjust the basis of the Company's assets for federal income tax purposes pursuant to Code Sections 734 and 743.

11.6 Reports to Members. At the close of each fiscal year the Managers, at the expense of the Company, shall have financial statements prepared. Such financial statements shall show the results of the operations of the Company for such year, the balance in each Member's Capital Account, the unpaid balance due on all obligations of the Company, each Member's share of the Profits or Losses of the Company, each Member's distributive share of all tax items in the Company, and all other information customarily shown on financial statements prepared in accordance with the cash receipts and disbursements method of accounting. In addition, as soon as practicable after the close of the Company's fiscal year, the Managers shall deliver to each Member the relevant tax information required by such Member for the completion of his, her or its federal and state income tax returns.

11.7 Tax Compliance. Each Member shall provide to the Company upon request such information or forms that the Company may reasonably request with respect to the Company's compliance with applicable tax laws, including, without limitation, (a) Sections 1471 through 1474 of the Code, all rules, regulations and other guidance issued thereunder, any legislation, regulations or guidance enacted in any jurisdiction which seeks to implement similar tax reporting and/or withholding tax regimes, and all administrative and judicial interpretations thereof, and (b) any intergovernmental agreement, treaty, regulation, guidance or any other agreement between or among jurisdictions entered into in order to comply with, facilitate, supplement or implement the legislation, rules, regulations or guidance described in clause (a).

## ARTICLE XII MISCELLANEOUS

12.1 Decisions by the Members. Except as otherwise provided by law or in this Agreement, whenever an action is to be taken by the Company it shall be taken by a majority of the Managers or whenever this Agreement refers to an action to be taken by the Members, such action shall be taken with the agreement of a Majority in Interest of the Members.

12.2 Resolution of Disputes. In the event of any dispute or any disagreement of any nature, related in any way to the Company, or having any connection therewith, or arising in any way out of the Company or the relationship among any of the Members, or between the successors, assigns, personal representatives or estate of any Member and the other Members, such dispute, disagreement or matter shall be decided by the Managers and such decision shall be conclusive and binding upon each of the Members and upon the successors, assigns, personal representatives and estate of each of the Members.

12.3 Amendments. The Members are authorized, by unanimous consent, to at any time amend this Agreement but any such amendment shall be limited to the following: changing the Members' required contributions; the Members' rights and interests in Company Profits or Losses; the Members' rights on liquidation of the Company; the distribution of cash flow; the income tax allocations; or the requisite vote needed to expel a Member. Any other provisions of this Agreement may be amended only by the unilateral act of the Managers by and on behalf of the Managers and the Members.

12.4 Notices. All notices to the Company or any Member under this Agreement shall be in writing, duly signed by the party giving such notice, and transmitted postage prepaid by first class certified mail, return receipt requested, to such Member's address set forth on Schedule A of this Agreement, or to any such other address as may hereafter be designated by a Member upon giving notice thereof to the Company. All notices shall be deemed given when dispatched.

12.5 Proxy. A Member may designate another Member as proxy to vote at any meeting of the Members. A proxy shall be a written statement signed by the Member authorizing the vote on a specific matter or to vote on all questions that may arise at a meeting of the Members. A proxy, to be valid, must specify the meeting to which it applies.

12.6 Meetings. Meetings of the Members to vote upon any matters as to which the Members are authorized to take action under this Agreement or the Act shall be held at the place stated in any notice of meeting. Meetings of all the Members shall only be held when called by a Manager or by one or more Members owning more than 25% of the total Percentage Interests held by Members. Any Member may appear at the meeting by conference telephone or by proxy as provided in Section 12.5 hereof. Any actions in lieu of a meeting may be taken by written consent signed by the requisite number of Managers or Members, as the case may be.

12.7 No Delivery of Certificates. The Managers are not required to deliver copies of any Certificate of Membership or amendment or cancellation to the Members.

12.8 Governing Law. This Agreement shall be construed in accordance with and governed by the Act and by the laws of the State of Florida.

12.9 Non-Waiver. Any party's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement will not prevent a subsequent act, which would originally have constituted a violation, from having the effect of an original violation.

12.10 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity will not affect the validity of the remainder of the Agreement.

12.11 Cumulative Rights. The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights the parties may have.

12.12 Confidentiality. No Member may, without the Managers' express written consent, divulge to others any information not already known to the public pertinent to the services, clients, customers or operations of the Company, whether before or after the Company's dissolution.

12.13 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

12.14 Binding Terms. The terms of this Agreement are binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, their heirs, executors, administrators, legal representatives, successors and assigns.

12.15 Personal Property. The Interest of each Member in the Company is personal property.

12.16 Further Assurances. Each party to this Agreement agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and

documents, and to do such other acts and things, as may be required by law, or as may, in the reasonable opinion of the Managers, be necessary or advisable to carry out the purposes of this Agreement.

12.17 Headings, Gender and Number. The headings in this Agreement are for convenience only and in no way define, limit or otherwise affect the scope or intent hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

12.18 Authority to Create or Establish Trusts. The Manager is authorized at any time to create or establish, on behalf of the Company, a trust or trusts, and to transfer to said trust or trusts any part or all of the property held by the Company, regardless of whether the Company has a vested right to the income or principal from such trust or trusts, so long as the Company is the sole beneficiary under said trust or trusts.


IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

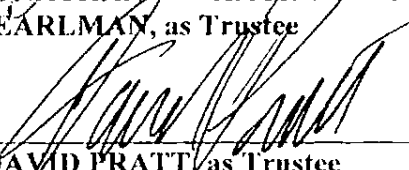
**MANAGER:**

  
JONATHAN HAYIM SCHNEIDER  
PEARLMAN

**MEMBER:**

JONATHAN HAYIM SCHNEIDER  
PEARLMAN 2013 IRREVOCABLE TRUST  
DATED DECEMBER 19, 2012

By:   
JONATHAN HAYIM SCHNEIDER  
PEARLMAN, as Trustee

By:   
DAVID PRATT, as Trustee

Schedule A

Initial Member Contributions

Capital Contribution  
(Gross Asset Value)

Percentage Interest

Members:

JONATHAN HAYIM  
SCHNEIDER PEARLMAN  
2013 IRREVOCABLE TRUST  
C/O DAVID PRATT, TRUSTEE  
2255 GLADES ROAD  
SUITE 421A  
BOCA RATON, FL 33431

\$ \_\_\_\_\_

100%

**Schedule B**

**Members:**

**Percentage Interest**

JONATHAN HAYIM  
SCHNEIDER PEARLMAN  
2013 IRREVOCABLE TRUST  
C/O DAVID PRATT, TRUSTEE  
2255 GLADES ROAD  
SUITE 421A  
BOCA RATON, FL 33431

100%