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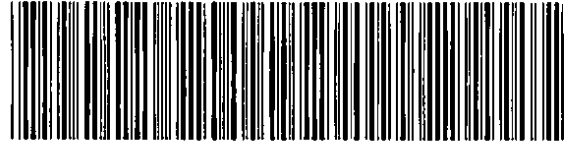
(Business Entity Name)

(Document Number)

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STATE



115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
P: 866.625.0838
F: 866.625.0839
COGENCYGLOBAL.COM

Account#: I20000000088

Date: 12/03/2021

Name: Marcel Ogbonna-Amu

Reference #: 1544692

Entity Name: NEXT STEP INTERNATIONAL, LLC

- ☒ Articles of Incorporation/Authorization to Transact Business
- ☐ Amendment
- ☐ Change of Agent
- ☐ Reinstatement
- ☒ Conversion
- ☐ Merger
- ☐ Dissolution/Withdrawal
- ☐ Fictitious Name
- ☐ Other _____

ANY ISSUES, CALL
MARCEL:

(518) 213 - 0826

Thank you!

Authorized Amount: \$150.00

Signature: Marcel Ogbonna-Amu

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COGENCY GLOBAL INC.
10 E 40TH ST, 10TH FL
NY, NY 10016
D: +1.212.947.7200
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Exhibit A

CERTIFICATE OF CONVERSION

FILED

201 DEC -3 AM 9:36
SECRETARY OF STATE
TALLAHASSEE, FL

Articles of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

The Articles of Conversion **and attached Articles of Organization** are submitted to convert the following **"Other Business Entity" into a Florida Limited Liability Company** in accordance with s.605.1045, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of the Articles of Conversion is:

Next Step International, Inc.

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a Corporation
(Enter entity type. Example: corporation, limited partnership, general partnership, common law or business trust, etc.)

First organized, formed or incorporated under the laws of Florida
(Enter state, or if a non-U.S. entity, the name of the country)

on May 5, 1995
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization**:

Next Step International, LLC

(Enter Name of Florida Limited Liability Company)

4. If not effective on the date of filing, enter the effective date: _____

(The effective date: Cannot be prior to date of receipt or filed date nor more than 90 calendar 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.

5. The plan of conversion has been approved in accordance with all applicable statutes.

6. The "Converted or Other Business Entity" has agreed to pay any members having appraisal rights the amount to which such members are entitled under ss. 605.1006 and 605.1061-605.1072, F.S.

Signed this 3rd day of December 20 21

Signature of Authorized Representative of Limited Liability Company:

Signature of Authorized Representative: Scott A. Sommer
Printed Name: Scott A. Sommer Title: Chief Executive Officer

Signature(s) on behalf of Other Business Entity: [See below for required signature(s)]

Signature: Scott A. Sommer
Printed Name: Scott A. Sommer Title: Chief Executive Officer

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

If Florida Corporation:

Signature of Chairman, Vice Chairman, Director, or Officer.
If Directors or Officers have not been selected, an Incorporator must sign.

If Florida General Partnership or Limited Liability Partnership:

Signature of one General Partner.

If Florida Limited Partnership or Limited Liability Limited Partnership:

Signatures of ALL General Partners.

All others:

Signature of an authorized person.

Fees:

Articles of Conversion:	\$25.00
Fees for Florida Articles of Organization:	\$125.00
Certified Copy:	\$30.00 (Optional)
Certificate of Status:	\$5.00 (Optional)

Exhibit B

ARTICLES OF ORGANIZATION

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Next Step International, LLC

(Must contain the words "Limited Liability Company," "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

Mailing Address:

Cornerstone Advisors of Arizona, LLC
7272 E. Indian School Rd. Suite 400
Scottsdale, AZ 85251

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

COGENCY GLOBAL INC.

Name

115 North Calhoun Street, Suite 4

Florida street address (P.O. Box **NOT** acceptable)

Tallahassee

FL

32301

City

Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, 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 relating 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..


Registered Agent's Signature (REQUIRED)

(CONTINUED)

RECEIVED
SEP 13 2006
TALLAHASSEE, FL

ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

"AMBR" = Authorized Member

"MGR" = Manager

AMBR

Name and Address:

Cornerstone Advisors of Arizona, LLC
7272 E. Indian School Rd. Suite 400
Scottsdale, AZ 85251

(Use attachment if necessary)

ARTICLE V: Other provisions, if any.

REQUIRED SIGNATURE:

DocuSigned by:

Scott Sommer

7C306ADE8F884C8...

Signature of a member or an authorized representative of a member

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Scott A. Sommer, Chief Executive Officer

Typed or printed name of signee

Filing Fees

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

PLAN OF CONVERSION

This Plan of Conversion (this "Plan") is made as of the 3rd day of December, 2021, by Next Step International, Inc., a Florida corporation ("Next Step" or the "Corporation").

RECITALS

- A. Next Step is a Florida corporation.
- B. Next Step and its shareholder desire to convert Next Step into a Florida limited liability company pursuant to the terms and conditions set forth herein.

PLAN

1. Next Step. Next Step is a corporation formed under the laws of the State of Florida on May 5, 1995.
2. Conversion. On the Effective Date (as defined herein), Next Step shall convert into a Florida limited liability company in accordance with Sections 607.1112 through 607.1114 of the Florida Business Corporation Act (the "Corporation Act") (the "Conversion"). The name of the resulting Florida limited liability company shall be Next Step International, LLC (the "LLC").
3. Effective Date. The Conversion shall become effective upon the filing in the office of the Florida Department of State Division of Corporations, in accordance with Section 607.1113 of the Corporation Act, a duly executed certificate of conversion, substantially in the form attached hereto as Exhibit A, and duly executed articles of organization, substantially in the form attached hereto as Exhibit B.
4. Consequences of the Conversion. On the Effective Date and as a consequence of the Conversion, (i) the LLC shall constitute a continuation of the existence of Next Step in the form a Florida limited liability company, (ii) each outstanding share of common stock of Next Step shall be converted into one unit of membership interest of the LLC, (iii) all of the rights, privileges and powers of Next Step, and all property, real, personal and mixed, and all debts due to Next Step, as well as all other things and causes of action belonging to Next Step, shall be vested in the LLC and shall thereafter be the property of the LLC as they were of Next Step, (iv) the title to any real property vested by deed or otherwise in Next Step shall not revert or be in any way impaired by reason of the Conversion, and (v) all rights of creditors and all liens upon any property of Next Step shall be preserved unimpaired, and all debts, liabilities and duties of Next Step shall attach to the LLC and may be enforced against the LLC to the same extent as if said debts, liabilities and duties had been incurred or contracted by the LLC.
5. Authorization. The party hereto hereby agrees to and accepts to be bound by the terms of that certain operating agreement of the LLC, executed as of even date herewith, by and between the party hereto and the LLC.

6. Parties in Interest. Nothing in this Plan is intended to confer any rights or remedies on any persons other than the party hereto and its successors and assigns. Nothing in this Plan is intended to relieve or discharge the obligation or liability of any third persons to the party to this Plan or any of its successors or assigns. No provision of this Plan shall give any third person any right of subrogation or action over or against the party to this Plan or any of its successors or assigns.

7. Further Assurances. After the Conversion becomes effective, the LLC shall execute and deliver such further documents and instruments and shall take such further actions as may be required or appropriate to carry out the intent and purposes of this Plan, including, but not limited to, the execution of such documents to confirm title to properties, assets and rights in the LLC.

8. Amendments, Waivers and Consents. This Plan shall not be amended except in a writing signed by the party hereto or its successor, as applicable. No waiver or consent shall be binding except in a writing signed by the party making such waiver or giving such consent. No waiver of any provision or consent to any action shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent except to the extent specifically set forth in writing

9. Counterparts. This Plan may be executed by facsimile signature or electronic transmission in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

10. Plan of Conversion. After the Effective Date, the LLC shall keep an executed copy of this Plan along with any amendment hereto at the principal place of business of the LLC. Upon the request of a member of the LLC, the LLC shall promptly deliver to such requesting member, at the expense of the LLC, a copy of this Plan along with any amendments hereto.

11. Governing Law. This Plan shall be governed in all respects by the laws of the State of Florida, without regard to its conflicts of laws principles.

12. Jurisdiction and Venue. The party hereto agrees to submit to the jurisdiction of all federal and state courts in Florida and agrees that venue shall lie exclusively in Pensacola, Florida.

13. Headings. The headings of the sections of this Plan are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Plan.

[Signature on Following Page]

IN WITNESS WHEREOF, this Plan of Conversion has been executed as of the date first referenced above.

Next Step International, Inc.,
a Florida corporation

By: CORNERSTONE ADVISORS OF ARIZONA,
LLC,
a Delaware limited liability company
Its: Sole Member

DocuSigned by:

Scott Sommer

7C308ADE8F884CB

Name: Scott A. Sommer

Title: Chief Executive Officer

**LIMITED LIABILITY COMPANY AGREEMENT
OF
NEXT STEP INTERNATIONAL, LLC**

This Limited Liability Company Agreement (together with the schedule attached hereto, this "**Agreement**") of Next Step International, LLC, a Florida limited liability company (the "**Company**"), is entered into by Cornerstone Advisors of Arizona, LLC, a Delaware limited liability company, as the sole member (the "**Member**").

RECITALS:

A. WHEREAS, Next Step International, Inc. (the "**Corporation**") was organized as a Florida corporation on May 5, 1995;

B. WHEREAS, on the date hereof, the board of directors of the Corporation adopted a resolution adopting and approving the conversion of the Corporation to a limited liability company and the adoption of this Agreement, and recommending the adoption of such conversion and this Agreement to the sole stockholder of the Corporation, pursuant to Section 607.1112 of the Florida Statutes;

C. WHEREAS, on the date hereof, by written consent, the sole stockholder of the Corporation adopted and approved the conversion of the Corporation to a limited liability company and the adoption of this Agreement pursuant to pursuant to Section 607.1103 of the Florida Statutes;

D. WHEREAS, on the date hereof, the Corporation was converted to a limited liability company pursuant Section 607.1113 of the Florida Statutes and Section 605.1045 of the Florida Revised Limited Liability Company Act (the "**Act**") by causing the filing with the Secretary of State of the State of Florida of a Certificate of Conversion, Articles of Conversion of Conversion to Limited Liability Company and a Certificate of Formation (the "**Conversion**"); and

E. WHEREAS, pursuant to this Agreement and the Conversion, the sole stockholder of the Corporation became a member of the Company, the shares of capital stock in the Corporation were converted into limited liability company interests, and the sole stockholder of the Corporation became the owner of all of the limited liability company interests in the Company.

NOW THEREFORE, the Member, by its execution of this Agreement, hereby agrees as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below.

"**Affiliate**" means (i) any Person directly or indirectly owning, controlling or holding the power to vote 50% or more of the outstanding voting securities of an identified other Person; (ii)

any Person 50% or more of whose voting securities are directly or indirectly owned, controlled or held with power to vote, by such other Person; (iii) any Person directly or indirectly controlling, controlled by, or under common control with such other Person; (iv) any officer, director, member, manager or partner of such other Person; (v) if such other Person is an officer, director, member, manager or partner, any entity for which such Person acts in any such capacity; and (vi) any spouse, lineal ancestor or descendant of such other Person.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time, or any replacement or successor law.

“**Gross Cash Receipts**” means with respect to any period, the amount of all cash funds received by the Company from all sources and any amount released from Company reserves.

“**Member**” means Cornerstone Advisors of Arizona, LLC, a Delaware limited liability company, and each Person who may become a substituted or additional Member pursuant to the provisions hereof and applicable law.

“**Net Cash Flow**” means, with respect to any period, the amount by which the Gross Cash Receipts in such period exceed the sum of the following: (i) all principal and interest payments on any indebtedness of the Company (including loans from the Member or its Affiliates), and all other sums paid to such lenders in such period; (ii) all cash expenditures (including expenditures for capital improvements) made in such period incident to the operation of the Company business, including those expenses of the Member paid, either directly or indirectly, by the Company; and (iii) working capital and other reserves in such amounts and for such purposes as the Member, in its reasonable discretion, deems necessary for proper current and future operation of the Company business.

“**Person**” means a natural person, corporation, limited liability company, trust, partnership, estate, unincorporated association or other entity.

“**Profits**” or “**Losses**” means the net income or loss of the Company for federal income tax purposes as finally determined by the Company’s accountants for each fiscal year of the Company, as well as, where the context requires, related federal tax items such as tax preferences and credits, in each case appropriately adjusted with respect to final determination of any of the foregoing for federal income tax purposes.

1.2 Interpretation. The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. Wherever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms. For all purposes of this Agreement, the term “control” and variations thereof shall mean the direct or indirect possession of the power to direct or cause the direction of the management and policies of the specified entity, through the ownership of equity interests therein, by contract or otherwise. As used in this Agreement, the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. As used in this Agreement, the terms “herein”, “hereof” and “hereunder” shall refer to this Agreement in its entirety. Any references in this Agreement to

“Sections” or “Articles” shall, unless otherwise specified, refer to Sections or Articles, respectively, in this Agreement.

ARTICLE 2

FORMATION OF THE COMPANY

2.1 Formation of the LLC; Conversion of the Corporation. Effective as of the time of the Conversion, (i) the Certificate of Incorporation of the Corporation and the By-Laws of the Corporation, each in effect on the date hereof, are replaced and superseded in their entirety by this Agreement in respect of all periods beginning on or after the Conversion, (ii) the sole stockholder of the Corporation immediately prior to the Conversion is automatically admitted to the Company as a member of the Company upon its execution of this Agreement, (iii) all of the shares of stock in the Corporation issued and outstanding immediately prior to the Conversion are converted to all the limited liability company interests in the Company, (iv) the sole stockholder of the Corporation immediately prior to the Conversion is the owner of all the limited liability company interests in the Company, and (v) all certificates evidencing shares of capital stock in the Corporation issued by the Corporation and outstanding immediately prior to the Conversion shall be surrendered to the Company and shall be canceled on the books and records of the Corporation.

2.2 Entire Agreement. Each and every other agreement or understanding, oral or written, relating in any way to the formation or operation of the Company is hereby superseded in its entirety. From and after the execution of this Agreement, the same shall constitute the only limited liability company agreement of the Company except as the same may hereafter be amended pursuant to the provisions hereof. This Agreement represents the entire agreement and understanding of the Member concerning the Company and its status as the Member, and all prior or concurrent agreements, understandings, representations and warranties in regard to the subject matter hereof are and have been merged herein.

2.3 Ratification of Actions; Waiver. The parties hereto acknowledge and agree that all prior actions of and all other agreements, instruments or documents entered into by, including all transactions contemplated therein, the Member, the Company and officers, and their respective Affiliates, agents and employees, and any other authorized person of the Member and the Company, are hereby authorized, confirmed, approved, adopted and ratified. To the extent any such prior actions or such other agreements, instruments or documents, including all such transactions contemplated therein, are prohibited or otherwise result in a breach or default or otherwise conflict with any terms of this Agreement, as amended from time to time, the parties hereto irrevocably waive noncompliance with, or any breach or default under, this Agreement in connection with or as a result thereof.

ARTICLE 3

NAME AND PRINCIPAL OFFICE

3.1 Name. The business of the Company shall be conducted under the name of “Next Step International, LLC” or such other name as the Member may designate.

3.2 Principal Place of Business, Registered Office and Registered Agent. The principal place of business of the Company, registered agent and the registered office of the Company in Florida are as set forth in the Certificate of Formation. The Member shall designate registered agents and registered officers in any additional jurisdictions as the Member may determine to be necessary or advisable. The Member may from time to time designate another statutory agent or another location for the registered office or principal place of business of the Company.

ARTICLE 4 **PURPOSE**

4.1 Purpose. The purpose of the Company is to engage in any lawful business or activity for which a Florida limited liability company may be organized under the Act. Except as specifically limited or prohibited by this Agreement, the Company is empowered to perform such actions and engage in such activities consistent with, useful or necessary to carry out the purpose of the Company.

ARTICLE 5 **TERM AND FISCAL YEAR**

5.1 Term. The term of the Company shall commence as of the date hereof and shall continue in perpetuity until terminated pursuant to the provisions of this Agreement or as otherwise provided by law.

5.2 Fiscal Year. The fiscal year of the Company shall be the Member's fiscal year.

ARTICLE 6 **CAPITAL CONTRIBUTIONS**

6.1 Capital Contributions. The Member's contributions to the capital of the Company are set forth in the Company's books and records. The Member shall not be required to contribute additional capital to the Company but, in its sole discretion, may from time to time contribute additional capital to the Company in the form of cash or other property.

6.2 Return of Capital Contributions. Except as specifically provided in this Agreement, the Member shall not be entitled to the return of its capital contribution to the Company.

6.3 Interest on Capital Contributions. The Company shall not pay interest on capital contributions or undistributed Profits.

ARTICLE 7 **ALLOCATION OF PROFITS AND LOSSES; TAX STATUS**

7.1 Allocations of Profits and Losses. All Profits and Losses (including all items of income and expense entering into the determination of such Profits and Losses), as finally determined for federal income tax purposes for each fiscal year of the Company, shall be allocated entirely to the Member.

7.2 Characterization for Income Tax Purposes. For so long as the Member holds all of the economic interests in the Company, the Company shall be treated as an entity that is disregarded as an entity separate from the Member for federal income tax purposes and, to the extent consistent with applicable law, for all applicable state and local income tax purposes.

ARTICLE 8 **DISTRIBUTIONS**

8.1 Distribution of Net Cash Flow; Timing. Net Cash Flow, if any, shall be distributed entirely to the Member, in such amounts and at such intervals as the Member, in its reasonable discretion, may determine.

8.2 Distributions of Other Assets. The Company may make other distributions to the Member at any time upon the approval and at the discretion of the Member in the form of assets received or otherwise held by the Company.

8.3 No Third-Party Beneficiaries. The foregoing priorities of application of Net Cash Flow are for the benefit of the Member only and not for the benefit of any third party or creditor of the Company or of the Member, and neither the Company, the Member shall not be liable or responsible to any third party or creditor of the Company or of the Member for any deviation from such priorities.

ARTICLE 9 **BOOKS OF ACCOUNT, RECORDS AND REPORTS**

The Member shall maintain at the principal place of business of the Company the books of account and other records of the Company.

ARTICLE 10 **MEMBER AND MANAGEMENT OF THE COMPANY**

10.1 Members. Cornerstone Advisors of Arizona, LLC, a Delaware limited liability company, is hereby admitted as the sole Member of the Company.

10.2 Management of Company Affairs. The Member shall have full, exclusive and complete discretion in the management and control of the business and affairs of the Company and shall make all decisions affecting the Company's business and affairs and any action taken by the Member shall constitute the act of and serve to bind the Company. The Member may designate one or more of its employees, agents or Affiliates to carry out its duties and responsibilities to the Company. Persons dealing with the Company shall be entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement.

10.3 Authorized Officers; Authority. The Member may, from time to time and in its sole discretion, appoint and remove officers of the Company with such titles, duties and responsibilities as it deems appropriate, which officers shall attend to the day-to-day management of the Company and implement the decisions of the Member. Each Person listed on Schedule 10.3 is a current officer of the Company and shall hold the office listed opposite such Person's name until such Person's

resignation or removal or the election by the Member and qualification of such Person's successor. Any and all officers are subject to removal, with or without cause, upon written notice by the Member. In the absence of a specific delegation of authority to any individual appointed by the Member to an office, the individual appointed to such office shall have the authority and responsibility exercised by an officer holding the same office of a Florida corporation. The Member shall update Schedule 10.3 from time to time to reflect any changes in the then current officers of the Company.

10.4 Engagements by the Company. The Member or officers, as applicable, may engage, on behalf and at the expense of the Company, such persons, firms or corporations as they in their reasonable judgment shall deem advisable for the conduct and operation of the business of the Company, including managers, leasing, rental and sales agents and brokers, mortgage bankers, lawyers, accountants, architects, engineers, consultants, contractors, subcontractors and purveyors of other services or materials for the Company on such terms and for such compensation or costs as the Member, in its reasonable judgment, shall determine.

10.5 Employment of Affiliates. The Member or officers may, on behalf and at the expense of the Company, engage any Affiliate of the Member or to render services or provide goods to the Company.

10.6 Limited Liability. The debts, obligations and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member of the Company. No Member, in its capacity as a Member of the Company, shall be responsible or liable for any indebtedness or obligation of any other Member.

10.7 Devotion of Time by Member. The Member and its agents, Affiliates, employees and agents of Affiliates shall devote such time to the Company business as is reasonably necessary to manage and supervise the Company business and affairs in an efficient manner and to accomplish the purposes of the Company. The Member and each employee, agent or Affiliate thereof, shall be free to engage in other business ventures whether or not directly competing with the Company, or to exploit business opportunities whether or not arising from the conduct of Company business.

10.8 Other Business of the Member. The Member and its Affiliates may engage in or possess any interests in other business ventures of any kind, independently or with others. Neither the Company, the Member, nor the holder of any interest in the Company shall have any right by virtue of this Agreement or the relationship created hereby in or to such ventures or activities or to the income or profits derived therefrom, and the pursuit of such ventures, even if competitive with the business of the Company, shall not be deemed wrongful or improper.

10.9 Company Indemnification of Member. The Company shall indemnify, defend, and hold the Member and its Affiliates, employees and agents, and the officers of the Company, or any of their respective successors, executors, administrators or personal representatives harmless from and against any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) sustained or incurred as a result of any act or omission concerning the business or activities of the Company or

because the Person is or was a Member of the Company, to the fullest extent provided or allowed by the Act or any other applicable laws; provided that the Member or any Affiliate, employee, or agent, or the officer of the Company is not guilty of gross negligence or willful misconduct. The foregoing indemnity shall not be enforceable against the Member personally but solely from the Member's interest in the Company.

10.10 No Compensation. The Member shall not be entitled to receive any compensation from the Company for services performed in its capacity as Member.

10.11 Rights of a Former Member. No Member shall have the right or power to resign or withdraw by voluntary act from the Company. If a Member shall cease to be a Member for any reason, notwithstanding the terms of Section 18-604 of the Act, such former Member shall not thereby be entitled to receive the fair value of such former Member's membership interest in the Company or any other payment or distribution except as specifically provided in this Agreement.

ARTICLE 11 **TRANSFER OF MEMBER INTERESTS**

The Member may sell, transfer, encumber, pledge or assign all or any part of its limited liability company interest in the Company to any Person at any time under any terms and conditions that the Member deems appropriate.

ARTICLE 12 **DISSOLUTION AND LIQUIDATION OF COMPANY**

12.1 Dissolution of the Company. The Company shall be dissolved upon the occurrence of any of the following:

- (a) the written agreement of the Member;
- (b) any event that makes it unlawful for the Company business to be continued; or
- (c) the sale, disposition, or abandonment of all or substantially all of the non-cash assets of the Company.

12.2 Winding Up of Affairs. In the event of the dissolution and liquidation of the Company for any reason, the Member shall file a written notice of winding up on behalf of the Company in the appropriate governmental offices, shall commence to wind up the affairs of the Company and shall convert all of the Company's assets to cash or cash equivalents within such reasonable period of time as may be required to receive fair value therefor. All items of income, gain, loss, deduction and credit during the period of liquidation shall be allocated among the Members in the same manner as before the dissolution.

12.3 Accounting. In the case of the dissolution and termination of the Company, prior to any distributions to the Member pursuant to Section 12.4(c), a proper accounting shall be made of each item of income, gain, loss, deduction and credit of the Company from the date of the last

previous accounting to the date of dissolution. The Member shall provide a copy of such accounting to the Member.

12.4 Final Distribution of Company Property. Upon termination of the Company, the Member shall apply and distribute the remaining property of the Company, together with the proceeds of any sales of same, as follows:

(a) first, all Company debts and liabilities shall be paid and discharged, except any debts that are nonrecourse to the extent that the Member elects not to pay such debts;

(b) second, to establish any reserve which the Member may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Such funds may be placed in escrow by the Member for the purposes of disbursing such funds in payment of any of the contingencies, liabilities or obligations, and, at the expiration of such period as the Member shall deem advisable, the balance then remaining shall be distributed pursuant to Section 12.4(c); and

(c) third, to distribute the balance entirely to the Member.

12.5 Certificates of Cancellation. Upon completion of the liquidation of the Company and the distribution of all Company property, the Company shall terminate and the Member shall have the authority to execute and record one or more Certificates of Cancellation of the Company as well as any and all other documents required or considered advisable by the Member to effectuate and evidence the dissolution and termination of the Company.

12.6 No Restoration of Deficit Capital Accounts. At no time shall a Member with a deficit balance in its capital account have any obligation to the Company or to another Member or to any other person to restore such deficit balance.

ARTICLE 13 **AMENDMENTS**

13.1 Amendment of Agreement. This Agreement may only be amended by an instrument in writing signed by the Member. No provision of this Agreement may be modified, amended, waived or terminated except as provided in the preceding sentence. No course of dealing between the parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any party under or by reason of this Agreement.

13.2 Amendment of Certificate. If this Agreement shall be amended pursuant to this Article 13, the Member shall cause the Certificate of Formation to be amended, to the extent required by applicable law, to reflect such change.

ARTICLE 14 **NOTICES**

Any and all notices to be served hereunder shall be in writing and shall be personally delivered, sent by private courier, sent by certified mail, postage prepaid, or sent by email and, if

intended for the Company or the Member, to the Company or Member, as applicable, at their respective address or email address set forth below their respective signature blocks on the signature page hereto. Any notice personally delivered shall be deemed delivered on the date actually delivered. Any notice sent by private courier shall be deemed delivered on the date of delivery or rejection of delivery, as shown on the receipt for delivery. Any notice sent by mail as provided above shall be deemed delivered on the third (3rd) business day next following the postmark date which it bears. Any notice sent by email as provided above shall be deemed delivered when sent, provided the sender has mechanical confirmation of such transmission.

ARTICLE 15

MISCELLANEOUS PROVISIONS

15.1 Severability. If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall not be affected.

15.2 Parties Bound. Any Person acquiring or claiming an interest in the Company, in any manner whatsoever, shall be subject to and bound by all terms, conditions and obligations of this Agreement to which his or its predecessor in interest was subject or bound, without regard to whether such Person has executed a counterpart hereof or any other document contemplated hereby. No Person, including the legal representative, heir or legatee of a deceased Member, shall have any rights or obligations greater than those set forth in this Agreement and no Person shall acquire an interest in the Company or become a Member thereof except as permitted by the terms of this Agreement. This Agreement shall be binding upon the parties hereto, their successors, heirs, devisees, assigns, legal representatives, executors and administrators.

15.3 Applicable Law. The Company and this Agreement shall be governed by the laws of the State of Florida.

15.4 Additional Documents and Acts. In connection with this Agreement as well as all transactions contemplated by this Agreement, each party hereto shall execute and deliver such additional documents and instruments, and perform such additional acts, as any other party hereto may reasonably deem necessary or desirable from time to time to effectuate, perform and evidence all of the terms, provisions and conditions of this Agreement and all such transactions.

15.5 Benefit. Nothing contained herein, express or implied, is intended to confer upon any Person other than the parties hereto and their respective successors and permitted assigns any rights or remedies under or by reason of this Agreement.

15.6 Waiver. The failure to insist upon strict enforcement of any of the provisions of this Agreement or of any agreement or instrument delivered pursuant hereto shall not be deemed or construed to be a waiver of any such provision, nor to in any way affect the validity of this Agreement or any agreement or instrument delivered pursuant hereto or any provision hereof or the right of any party hereto to thereafter enforce each and every provision of this Agreement and each agreement and instrument delivered pursuant hereto. No waiver of any breach of any of the

provisions of this Agreement or any agreement or instrument delivered pursuant hereto shall be effective unless set forth in a written instrument executed by the party against which enforcement of such waiver is sought, and no waiver of any such breach shall be construed or deemed to be a waiver of any other or subsequent breach.

15.7 Survival. The representations, warranties and covenants of the Members contained herein or in any agreement or instrument delivered pursuant hereto shall survive the consummation of the transactions contemplated hereby, and shall not be affected by any investigation which may have been made by any of the parties hereto.

15.8 Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision.

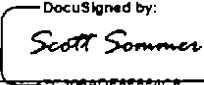
15.9 Counterparts. This Agreement may be executed in multiple counterparts with separate signature pages, each such counterpart shall be considered an original, but all of which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, each of the parties has executed this Agreement effective as of the Effective Date.

MEMBER:

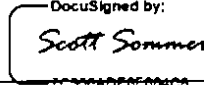
CORNERSTONE ADVISORS OF ARIZONA, LLC,
a Delaware limited liability company

By: 
Name: Scott A. Sommer
Title: Chief Executive Officer

COMPANY:

Next Step International, LLC,
a Florida limited liability company

By: CORNERSTONE ADVISORS OF ARIZONA, LLC,
a Delaware limited liability company
Its: Sole Member

By: 
Name: Scott A Sommer
Title: Chief Executive Officer

SCHEDULE 10.3

OFFICERS

Name	Office
Scott A. Sommer	Chief Executive Officer
Steven P. Williams	President
Kelly Dwyer	Chief Financial Officer
Casey Lynch	Vice President
Wande Olabisi	Vice President