



**State of Rhode Island  
Office of the Secretary of State**

**Fee: \$150.00**

Division Of Business Services  
148 W. River Street  
Providence RI 02904-2615  
(401) 222-3040

**Limited Liability Company  
Articles of Organization**

(Chapter 7-16-6 of the General Laws of Rhode Island, 1956, as amended)

**ARTICLE I**

The name of the limited liability company is: The Spot PVD, LLC

**ARTICLE II**

The street address (post office boxes are not acceptable) of the limited liability company's registered agent in Rhode Island is:

No. and Street: 228 ATWELLS AVENUE

City or Town: PROVIDENCE

State: RI

Zip: 02909

The name of the resident agent at such address is: MANUEL RIVAS

**ARTICLE III**

Under the terms of these Articles of Organization and any written operating agreement made or intended to be made, the limited liability company is intended to be treated for purposes of federal income taxation as:

*Check one box only*

☐ a partnership    ☒ a corporation    ☐ disregarded as an entity separate from its member

**ARTICLE IV**

The address of its principal office of the limited liability company if it is determined at the time of organization:

No. and Street: 228 ATWELLS AVENUE

City or Town: PROVIDENCE

State: RI

Zip: 02909

Country: USA

**ARTICLE V**

The limited liability company has the purpose of engaging in any lawful business, unless a more limited purpose is set forth in Article VI of these Articles of Organization.

The period of its duration is: ☒ Perpetual    ☐

**ARTICLE VI**

Additional provisions, if any, not inconsistent with law, which members elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purposes or any other provision which may be included in an operating agreement:

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (THE "AGREEMENT") IS MADE AMONG THE INITIAL MEMBERS AND MANAGER OF THE

COMPANY AS PROVIDED HEREIN AND DETAILED IN EXHIBIT A TO THIS AGREEMENT.

ARTICLE 1.

FORMATION

1.1. FORMATION. THE MANAGERS HAS FORMED PURSUANT TO THE ACT A RHODE ISLAND LIMITED LIABILITY COMPANY EFFECTIVE WHEN ARTICLES OF ORGANIZATION WERE DELIVERED TO THE RHODE ISLAND CORPORATION COMMISSION ON DECEMBER 28TH. THE PARTY WILL PROMPTLY AND FROM TIME TO TIME AS MAY BE REQUIRED BY THE ACT, EXECUTE,

ACKNOWLEDGE, DELIVER, FILE AND RECORD ALL AMENDMENTS TO THE ARTICLES OF ORGANIZATION AND SUCH OTHER INSTRUMENTS AND NOTICES AS MAY BE APPROPRIATE FOR THE COMPANY TO COMPLY WITH THE ACT.

1.2. NAME. THE NAME OF THE COMPANY IS THE SPOT PVD, LLC

1.3. ADDRESS. THE ADDRESS OF THE COMPANY IS 228 ATWELLS AVENUE PROVIDENCE, RI 02909 OR SUCH OTHER

PLACE AS THE MANAGERS MAY FROM TIME TO TIME DESIGNATE.

1.4. STATUTORY AGENT. THE NAME AND BUSINESS ADDRESS OF THE AGENT OF THE COMPANY FOR SERVICE OF

PROCESS ON THE COMPANY IS MANUEL RIVAS LOCATED AT 228 ATWELLS AVENUE PROVIDENCE, RI 02909 OR SUCH

OTHER PERSON AS THE MANAGER SHALL APPOINT FROM TIME TO TIME.

1.5. ACCOUNTING PERIOD AND METHOD. THE COMPANYS ACCOUNTING PERIOD IS THE FISCAL YEAR. THE BOOKS AND

RECORDS OF THE COMPANY ARE TO BE MAINTAINED IN ACCORDANCE WITH THE METHOD OF ACCOUNTING ELECTED BY

THE MANAGER. AT THE EXPENSE OF THE COMPANY, THE MANAGER WILL MAINTAIN RECORDS AND ACCOUNTS OF ALL

OPERATIONS AND EXPENDITURES OF THE COMPANY. AT A MINIMUM THE COMPANY WILL KEEP ALL BOOKS AND

RECORDS AND OTHER INFORMATION REQUIRED BY THE ACT.

1.6. LIMITED LIABILITY ELECTION. THE COMPANY IS A SINGLE MEMBER LIMITED LIABILITY CORPORATION UNDER THE

PARTNERSHIP AUDIT RULES CONTAINED IN THE BBA. THE MANAGER IS DIRECTED TO CAUSE AN ELECTION TO BE MADE

UNDER SECTION 6221(B)(1)(A) OF THE CODE EACH YEAR TO CONTINUE THE STATUS OF THE COMPANY AS A LIMITED

LIABILITY FOR PURPOSES OF THOSE PARTNERSHIP AUDIT RULES.

1.7. RETURNS. THE MANAGER IS TO CAUSE TO BE PREPARED AND TIMELY FILED ALL TAX RETURNS REQUIRED TO BE FILED

BY THE COMPANY PURSUANT TO THE CODE AND ALL OTHER TAX RETURNS AND REPORTS REQUIRED BY LAW TO BE FILED

BY THE COMPANY. COPIES OF ALL SUCH TAX RETURNS WILL BE FURNISHED TO THE MEMBER WITHIN A REASONABLE

TIME AFTER THE END OF EACH FISCAL YEAR. ALL ELECTIONS PERMITTED TO BE MADE BY THE COMPANY UNDER

FEDERAL OR STATE TAX LAWS ARE TO BE MADE BY THE MANAGER IN THEIR DISCRETION.

ARTICLE 2.

DEFINITIONS

"ACT" MEANS THE RHODE ISLAND LIMITED LIABILITY COMPANY ACT, AS AMENDED

FROM TIME TO TIME.

~

"AFFILIATE" MEANS, WITH RESPECT TO ANY PERSON, (A) ANY PERSON DIRECTLY OR INDIRECTLY CONTROLLING,

CONTROLLED BY OR UNDER COMMON CONTROL WITH SUCH PERSON, (B) ANY PERSON OWNING OR CONTROLLING TEN

PERCENT (10%) OR MORE OF THE OUTSTANDING VOTING INTERESTS OF SUCH PERSON, (C) ANY OFFICER, DIRECTOR, OR

GENERAL PARTNER OF SUCH PERSON, OR (D) ANY PERSON WHO IS AN OFFICER, DIRECTOR, GENERAL PARTNER, TRUSTEE,

OR HOLDER OF TEN PERCENT (10%) OR MORE OF THE VOTING INTERESTS OF ANY PERSON DESCRIBED IN CLAUSES (A)

THROUGH (C) OF THIS SENTENCE.

~

"ADDITIONAL CAPITAL CONTRIBUTION" HAS THE MEANING SET FORTH IN SECTION 5.2.

~

"AGREEMENT" MEANS THIS WRITTEN OPERATING AGREEMENT, AS AMENDED FROM TIME TO TIME PURSUANT TO SECTION 12.10.

~

"BBA" MEANS THE BIPARTISAN BUDGET ACT OF 2015, PUBLIC LAW NO. 114-74.

~

"CAPITAL ACCOUNT" OR "CAPITAL ACCOUNTS" MEANS EACH CAPITAL ACCOUNT ESTABLISHED AND MAINTAINED FOR THE MEMBERS IN ACCORDANCE WITH SECTION 5 OF THE TAX PROVISIONS, THE CODE AND THE REGULATIONS.

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"CAPITAL CONTRIBUTION" HAS THE MEANING SET FORTH IN SECTION 5.1.

~

"CODE" MEANS THE INTERNAL REVENUE CODE OF 1986, AS AMENDED FROM TIME TO TIME.

~

"COMPANY" MEANS THIS LIMITED LIABILITY COMPANY.

~

"DISTRIBUTABLE CASH" MEANS THE GROSS CASH PROCEEDS FROM THE COMPANYS OPERATIONS LESS THE PORTION THEREOF USED TO PAY, OR ESTABLISH RESERVES FOR THE PAYMENT OF, ALL OF THE COMPANYS EXPENSES, DEBT PAYMENTS, CAPITAL IMPROVEMENTS, REPLACEMENTS AND CONTINGENCIES, AS DETERMINED BY THE MANAGERS.

DISTRIBUTABLE CASH IS NOT BE REDUCED BY DEPRECIATION, AMORTIZATION, COST RECOVERY DEDUCTIONS OR SIMILAR

ALLOWANCES, BUT WILL BE INCREASED BY ANY REDUCTIONS IN (AS OPPOSED TO EXPENDITURES FROM) RESERVES PREVIOUSLY ESTABLISHED.

"DISTRIBUTABLE CASH PERIOD" HAS THE MEANING SET FORTH IN SECTION 6.6.

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"EVENT OF WITHDRAWAL" MEANS ANY EVENT OR CIRCUMSTANCE SET FORTH IN SECTION 29-733 OF THE ACT, EXCEPT A MEMBER MAY NOT BE EXPELLED.

"FISCAL YEAR" MEANS THE PERIOD BEGINNING JANUARY 1 AND ENDING DECEMBER 31 OF EACH YEAR.

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"INTEREST" OR "MEMBERSHIP INTEREST" MEANS A MEMBERS INTEREST IN THE CAPITAL, PROFITS, LOSSES AND, SUBJECT TO THE PROVISIONS OF THE AGREEMENT, DISTRIBUTIONS BY AND FROM THE COMPANY, AS PROVIDED IN SECTION 6.1 OF THE AGREEMENT.

~

"LOSSES" MEANS, FOR EACH FISCAL YEAR, THE TAXABLE LOSSES AND TAXABLE DEDUCTIONS OF THE COMPANY DETERMINED IN ACCORDANCE WITH THE COMPANYS METHOD OF ACCOUNTING CONSISTENTLY APPLIED FROM YEAR TO YEAR PLUS EXPENDITURES OF THE COMPANY NOT DEDUCTIBLE IN COMPUTING ITS TAXABLE INCOME AND NOT PROPERLY CHARGEABLE TO ANY CAPITAL ACCOUNT.

~

"MAJORITY IN INTEREST" MEANS, WITH RESPECT TO THE MEMBERS, THE MEMBERS OWNING A SIMPLE MAJORITY OF THE PERCENTAGE MEMBERSHIP INTERESTS WITH EACH MEMBER HAVING A VOTE EQUAL TO THE PERCENTAGE MEMBERSHIP INTEREST OF EACH MEMBER AND MEANS, WITH RESPECT TO THE MANAGERS, WHENEVER THERE IS MORE THAN ONE, A SIMPLE MAJORITY OF THE MANAGERS WITH EACH MANAGER HAVING AN EQUAL VOTE.

~

"MANAGER" OR "MANAGERS" MEANS THE INITIAL MANAGERS APPOINTED UNDER SECTION 8.1 AND ANY INDIVIDUAL WHO THEREAFTER MAY BE APPOINTED AS MANAGER OF THE COMPANY PURSUANT TO SECTION 8.1.

~

"MEMBER" OR "MEMBERS" MEANS THOSE INDIVIDUALS OR ENTITIES LISTED AS MEMBERS IN EXHIBIT A CONCERNING CAPITAL ACCOUNTS, AND THEIR SUCCESSORS AND ASSIGNS, BUT NO PERSON MAY BECOME A MEMBER UNTIL HE OR SHE HAS EXECUTED A COUNTERPART COPY OF THIS AGREEMENT AND HAS AGREED TO BE BOUND HEREBY. IF A MANAGER OWNS AN INTEREST IN THE COMPANY, THE MANAGER HAS ALL OF THE RIGHTS OF A MEMBER WITH RESPECT TO SUCH INTEREST, AND THE TERM MEMBER INCLUDES THE MANAGER WITH RESPECT TO THE MANAGERS INTEREST IN THE COMPANY AS A MEMBER.

~

"NEW MEMBER" MEANS A PERSON ADMITTED TO MEMBERSHIP PURSUANT TO SECTION 9.7.

~

"NON-COMPETITION PERIOD" HAS THE MEANING SET FORTH IN SECTION 7.10(A).

~

"PERSON" MEANS ANY INDIVIDUAL, ESTATE, TRUST, GENERAL PARTNERSHIP, LIMITED PARTNERSHIP, LIMITED LIABILITY COMPANY, CORPORATION OR OTHER ORGANIZATION OR ASSOCIATION, AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND PERMITTED ASSIGNS.

~

"PROFITS" MEANS, FOR EACH FISCAL YEAR, THE TAXABLE INCOME AND TAXABLE GAINS OF THE COMPANY DETERMINED IN ACCORDANCE WITH THE COMPANYS METHOD OF ACCOUNTING

CONSISTENTLY APPLIED FROM YEAR TO YEAR PLUS INCOME OF THE COMPANY EXEMPT FROM FEDERAL INCOME TAX.

"REGULATIONS" MEANS THE REGULATIONS ISSUED UNDER THE CODE BY THE U.S. TREASURY DEPARTMENT.

~"RESERVES" MEANS, WITH RESPECT TO ANY FISCAL YEAR, FUNDS SET ASIDE IN THE DISCRETION OF THE MANAGERS FOR WORKING CAPITAL OR FOR CONTINGENCIES.

~  
"SUBSTITUTE MEMBER" MEANS AN ASSIGNEE OR SUCCESSOR TO A MEMBER, WHO HAS BECOME A MEMBER OF THE COMPANY AS A RESULT OF BEING APPROVED TO BE A MEMBER IN ACCORDANCE WITH ARTICLE 9 AND WHO HAS EXECUTED A COUNTERPART COPY OF THIS AGREEMENT AND HAS AGREED TO BE BOUND BY THE PROVISIONS HEREOF.

~  
"TAX DISTRIBUTIONS" HAS THE MEANING SET FORTH IN SECTION 6.5.

### ARTICLE 3. PURPOSE

3.1. PURPOSE. THE COMPANY SHALL BE FORMED TO ENGAGE IN RETAIL SALE ACTIVITIES AND SHALL HAVE THE POWER TO DO ALL THINGS NECESSARY AND APPROPRIATE TO DO SO.

3.2. GENERAL POWERS. THE COMPANY SHALL HAVE THE POWER TO DO ALL AND EVERYTHING NECESSARY, SUITABLE OR PROPER FOR THE ACCOMPLISHMENT OF THE PURPOSES ENUMERATED IN THE IMMEDIATELY PRECEDING SECTION AND IT SHALL HAVE ALL OF THE RIGHTS, POWERS, AND AUTHORITY GRANTED TO LIMITED LIABILITY COMPANIES UNDER THE ACT.

### ARTICLE 4. TERM

THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE DATE INDICATED BELOW AND SHALL CONTINUE UNTIL TERMINATED AS PROVIDED IN THIS AGREEMENT.

### ARTICLE 5. CAPITALIZATION

5.1. CAPITAL CONTRIBUTIONS. EACH OF THE MEMBERS SHALL CONTRIBUTE TO THE CAPITAL OF THE COMPANY THE ASSETS SUBJECT TO THE LIABILITIES SET FORTH OPPOSITE THE MEMBERS NAME ON THE ATTACHED EXHIBIT A. NO MEMBER SHALL BE ENTITLED TO INTEREST ON THE MEMBERS CAPITAL CONTRIBUTIONS OR TO THE RETURN OF THE MEMBERS CAPITAL CONTRIBUTIONS EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT.

5.2. ADDITIONAL CONTRIBUTIONS. EXCEPT AS PROVIDED IN THIS SECTION 5.2, NO MEMBER SHALL BE REQUIRED TO MAKE ADDITIONAL CAPITAL CONTRIBUTIONS TO THE COMPANY UNLESS REQUIRED BY LAW.

(A) IF THE INITIAL MEMBERS HAVE PAID IN FULL THEIR CONTRIBUTIONS TO THE CAPITAL OF THE COMPANY PURSUANT TO SECTION 5.1, AND IF THE MANAGERS DETERMINE THAT ADDITIONAL FUNDS ARE NEEDED BY THE COMPANY TO PAY

COSTS AND EXPENSES OF THE COMPANY THAT ARE DUE OR SOON WILL BE DUE, AND IF THE MANAGERS HAVE DETERMINED THAT THE COMPANY CANNOT BORROW THE FUNDS REQUIRED, THEN THE MANAGERS MAY GIVE NOTICE OF SUCH DETERMINATION TO ALL OF THE MEMBERS, WHICH NOTICE SHALL INCLUDE THE AMOUNT THE MANAGERS HAVE DETERMINED IS NEEDED BY THE COMPANY AND THE PROPOSED USES OF THE FUNDS.

(B) THE MANAGERS SHALL MAKE A WRITTEN CALL UPON THE~RELEVANT~MEMBER OR MEMBERS~TO MAKE AN ADDITIONAL CAPITAL CONTRIBUTION EQUAL TO THE TOTAL AMOUNT SO DETERMINED BY THE MANAGERS.~THE MANAGERS SHALL HAVE THE SOLE RIGHT TO DESIGNATE EITHER ONE OR MULTIPLE MEMBERS, AT THE MANAGERS DISCRETION TO SATISFY THE ADDITIONAL CAPITAL CONTRIBUTION SPECIFIED IN THE MANAGERS WRITTEN CALL. IF THE MANAGERS DESIGNATE ONE MEMBER TO SATISFY THE AMOUNT SPECIFIED IN THE WRITTEN CALL AND SAID MEMBER ACCEPTS THE DESIGNATION SAID MEMBER MUST SATISFY THE AMOUNT SPECIFIED IN THE WRITTEN CALL IN FULL. IF THE MANAGER DESIGNATES MULTIPLE MEMBERS TO SATISFY THE~AMOUNT SPECIFIED IN THE WRITTEN CALL THE AMOUNT MAY BE DIVIDED AT THE~CONSENT OF THE~MEMBERS AND MANAGERS, SO LONG AS THE~AMOUNT SPECIFIED IN THE WRITTEN CALL IS SATISFIED IN FULL.~~

(C)~IF ONE OR MULTIPLE MEMBERS CANNOT SATISFY THE~AMOUNT SPECIFIED IN THE WRITTEN CALL THE MANAGER DOES HAVE THE RIGHT TO SETTLE THE OUTSTANDING AMOUNT NOT COVERED BY EITHER A MEMBER OR THE MEMBERS. THE MANAGERS ALSO RESERVE THE RIGHT TO APPOINT ITSELF AS THE DESIGNEE TO SATISFY THE~AMOUNT SPECIFIED IN THE WRITTEN CALL.

(D)~EACH MEMBER AND/OR THE MANAGERS SHALL EITHER ACCEPT OR DECLINE THE DESIGNATION TO PAY ITS ADDITIONAL CAPITAL CONTRIBUTION, AND IF ACCEPTED TENDER THE RESPECTIVE AMOUNT, WITHIN 7 DAYS AFTER THE DATE OF THE MANAGERS NOTICE OF THE CAPITAL CALL AND, PROVIDED THAT SUCH MEMBER AND OR MANAGER REQUIRED TO CONTRIBUTE ADDITIONAL CAPITAL SHALL BE UPON THE TIMELY PAYMENT OF THE~ADDITIONAL CAPITAL CONTRIBUTION TO AN~INCREASE IN THE PROFIT DISTRIBUTIONS OF THE COMPANY, PROVIDED THAT SUCH PROPOSED INCREASE IN PERCENTAGE EQUITY CAN BE MODIFIED AND DECIDED UPON AT THE SOLE DISCRETION OF THE MANAGERS. THE INCREASE IN THE PROFIT SHARE FOR THE SPECIFIED MEMBER OR MANAGER WILL BE CALCULATED FROM THE SUM OF THE PROFITS OF THE COMPANY FOR THE RELEVANT DISTRIBUTION PERIOD AS SPECIFIED IN SECTION~(6.6)~BELOW AND SHALL NOT CONTINUE FOR THE FOLLOWING PERIODS.~  
5.3. LOANS. IF THE COMPANY REQUIRES ADDITIONAL CAPITAL, THE MANAGER IS AUTHORIZED TO CAUSE THE

COMPANY TO BORROW MONEY FROM ONE OR MORE MEMBERS OR FROM THIRD PARTIES, UPON SUCH TERMS AND CONDITIONS AS THE MANAGER MAY DETERMINE FROM TIME TO TIME, INCLUDING THE MORTGAGE OR PLEDGE OF ASSETS OF THE COMPANY.

5.4. CAPITAL ACCOUNTS. A SEPARATE CAPITAL ACCOUNT SHALL BE MAINTAINED FOR EACH MEMBER IN ACCORDANCE WITH THE CODE AND THE REGULATIONS.

(A) INCREASES. EACH CAPITAL ACCOUNT SHALL BE INCREASED BY:

(I) THE AMOUNT OF MONEY CONTRIBUTED BY THE MEMBER TO THE COMPANY; THE FAIR MARKET VALUE, AT THE TIME

OF CONTRIBUTION, OF PROPERTY CONTRIBUTED BY THE MEMBER TO THE COMPANY (NET OF LIABILITIES SECURED BY SUCH CONTRIBUTED PROPERTY THAT THE COMPANY IS CONSIDERED TO ASSUME OR TAKE SUBJECT TO);

(II) ALLOCATIONS TO THE MEMBER OF ITEMS OF INCOME AND GAIN, INCLUDING INCOME AND GAIN EXEMPT FROM TAX, AND PROFITS; AND

(III) THE AMOUNT OF ANY LIABILITIES OF THE COMPANY ASSUMED BY THE MEMBER THAT ARE SECURED BY PROPERTY DISTRIBUTED TO THE MEMBER.

(B) DECREASES. EACH CAPITAL ACCOUNT SHALL BE DECREASED BY:

(I) THE AMOUNT OF MONEY DISTRIBUTED TO THE MEMBER BY THE COMPANY;

(II) THE FAIR MARKET VALUE, AT THE TIME OF DISTRIBUTION, OF PROPERTY DISTRIBUTED TO THE MEMBER BY THE

COMPANY (NET OF LIABILITIES SECURED BY SUCH DISTRIBUTED PROPERTY THAT THE MEMBER IS CONSIDERED TO ASSUME OR TAKE SUBJECT TO);

(III) ALLOCATIONS TO THE MEMBER OF EXPENDITURES OF THE COMPANY NOT DEDUCTIBLE IN COMPUTING ITS TAXABLE

INCOME AND NOT PROPERLY CHARGEABLE TO A CAPITAL ACCOUNT, INCLUDING FOR SETUP FEES AND SERVICES;

(IV) ALLOCATIONS TO THE MEMBER OF DEDUCTIONS, ITEMS OF LOSS AND LOSSES; AND

(V) THE AMOUNT OF ANY LIABILITIES OF THE MEMBER ASSUMED BY THE COMPANY THAT ARE SECURED BY ANY

PROPERTY CONTRIBUTED BY THE MEMBER TO THE COMPANY, INCLUDING

(C) ADJUSTMENTS. IN THE EVENT AN INTEREST IS TRANSFERRED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT,

THE TRANSFEREE SHALL SUCCEED TO THE CAPITAL ACCOUNT OF THE TRANSFEROR TO THE EXTENT IT RELATES TO THE

TRANSFERRED INTEREST. THE FOREGOING PROVISIONS AND THE OTHER PROVISIONS OF THIS AGREEMENT RELATING TO

THE MAINTENANCE OF CAPITAL ACCOUNTS ARE INTENDED TO COMPLY WITH THE CODE AND REGULATIONS AND SHALL

BE INTERPRETED AND APPLIED IN A MANNER CONSISTENT THEREWITH. IN THE EVENT THE MANAGERS SHALL

DETERMINE, AFTER CONSULTATION WITH THE ACCOUNTANT OR LEGAL COUNSEL TO THE COMPANY, THAT IT IS PRUDENT TO

MODIFY THE MANNER IN WHICH THE CAPITAL ACCOUNTS ARE MAINTAINED IN ORDER TO COMPLY WITH THE CODE AND

REGULATIONS, THE MANAGERS MAY MAKE SUCH MODIFICATION PROVIDED THAT IT IS NOT LIKELY TO HAVE A MATERIAL

EFFECT ON THE AMOUNT DISTRIBUTABLE TO ANY MEMBER UPON LIQUIDATION OF

THE COMPANY.

5.5. PERCENTAGE INTERESTS. THE PERCENTAGE INTERESTS OF THE MEMBERS SHALL BE THE PERCENTAGES SET FORTH OPPOSITE THE MEMBERS NAMES ON THE ATTACHED EXHIBIT A.

ARTICLE 6.

PROFITS, LOSSES, RESERVES AND DISTRIBUTIONS

6.1. PROFITS AND LOSSES.

(A) ALLOCATION. PROFITS AND LOSSES OF THE COMPANY SHALL BE ALLOCATED TO EACH OF THE MEMBERS IN

PROPORTION TO THEIR PERCENTAGE INTERESTS.

(B) QUALIFIED INCOME OFFSET. IN THE EVENT ANY MEMBER UNEXPECTEDLY RECEIVES ANY ADJUSTMENTS,

ALLOCATIONS, OR DISTRIBUTIONS DESCRIBED IN SECTIONS 1.704-1(B)(2)(II)(D)(4), 1.704 1(B)(2)(II)(D)(5), OR

1.704-1(B)(2)(II)(D)(6) OF THE REGULATIONS, ITEMS OF COMPANY INCOME AND GAIN SHALL BE SPECIALLY

ALLOCATED TO EACH SUCH MEMBER IN AN AMOUNT AND MANNER SUFFICIENT TO ELIMINATE, TO THE EXTENT REQUIRED

BY THE REGULATIONS, THE ADJUSTED CAPITAL ACCOUNT DEFICIT (AS DEFINED BELOW) OF SUCH MEMBER AS QUICKLY

AS POSSIBLE, PROVIDED THAT AN ALLOCATION PURSUANT TO THIS SECTION 6.1(B) SHALL BE MADE ONLY IF AND TO THE

EXTENT THAT SUCH MEMBER WOULD HAVE AN ADJUSTED CAPITAL ACCOUNT DEFICIT AFTER ALL OTHER ALLOCATIONS

PROVIDED FOR IN THIS AGREEMENT HAVE BEEN TENTATIVELY MADE AS IF THIS SECTION 6.1(B) WERE NOT IN THE

AGREEMENT.

(C) ADJUSTED CAPITAL ACCOUNT DEFICIT. THE TERM "ADJUSTED CAPITAL ACCOUNT DEFICIT" SHALL MEAN, WITH

RESPECT TO ANY MEMBER, THE DEFICIT BALANCE, IF ANY, IN SUCH MEMBERS CAPITAL ACCOUNT AS OF THE END OF

THE RELEVANT FISCAL YEAR, AFTER GIVING EFFECT TO THE FOLLOWING ADJUSTMENTS:

(I) CREDIT TO SUCH CAPITAL ACCOUNT ANY AMOUNTS THAT SUCH MEMBER IS DEEMED TO BE OBLIGATED TO RESTORE

PURSUANT TO THE PENULTIMATE SENTENCES OF REGULATIONS SECTIONS 1.704-2 (G)(1) AND 1.704 2(I)(5); AND

(II) DEBIT TO SUCH CAPITAL ACCOUNT THE ITEMS DESCRIBED IN SECTIONS 1.704-1 (B)(2)(II)(D)(4), 1.704-1(B)(2)

(II)(D)(5), AND 1.704-1(B)(2)(II)(D)(6) OF THE REGULATIONS; AND

(III) THE FOREGOING DEFINITION OF ADJUSTED CAPITAL ACCOUNT DEFICIT IS INTENDED TO COMPLY WITH THE

PROVISIONS OF SECTION 1.704-1(B)(2)(II)(D) OF THE REGULATIONS AND SHALL BE INTERPRETED CONSISTENTLY WITH

SUCH REGULATION.

6.2. REIMBURSEMENT. EACH MEMBER AND EACH MANAGER SHALL BE REIMBURSED BY THE COMPANY FOR ALL

REASONABLE COSTS AND EXPENSES PAID BY THE MEMBER OR MANAGER IN THE PERFORMANCE OF HIS DUTIES UNDER

THIS AGREEMENT.

6.3. COMPANY ACCOUNT. THE COMPANY SHALL MAINTAIN ONE OR MORE BANK



ACCOUNTS FOR THE COMPANYS

FUNDS. ALL RECEIPTS AND FUNDS OF THE COMPANY SHALL BE DEPOSITED IN A COMPANY ACCOUNT. ALL CHECKS AND

WITHDRAWALS ON A COMPANY ACCOUNT SHALL BE MADE BY THE MANAGERS.

6.4. RESERVES. THE MANAGER MAY ESTABLISH ONE OR MORE CASH RESERVES AS THE MANAGERS DETERMINE FROM

TIME TO TIME AND MAY PAY FROM SUCH RESERVES AMOUNTS FOR COMPANY PURPOSES AS DETERMINED BY THE

MANAGERS.

6.5. TAX DISTRIBUTIONS. AS OFTEN AS QUARTERLY, BUT AT LEAST ONCE PER YEAR, THE MANAGERS SHALL DETERMINE

THE PROBABLE STATE AND FEDERAL TAXES WHICH WILL BE PAYABLE BY THE MEMBERS AS A RESULT OF THEIR PRO RATA

SHARES OF THE INCOME AND DEDUCTIONS OF THE COMPANY WHICH WILL BE REQUIRED TO BE DECLARED BY THEM

PERSONALLY. THE MANAGERS SHALL THEN DISTRIBUTE TO THE MEMBERS PRO RATA ACCORDING TO THEIR OWNERSHIP

INTERESTS IN THE COMPANY THAT AMOUNT OF DISTRIBUTABLE CASH THAT WILL ENABLE THE MEMBER IN THE HIGHEST

TAX BRACKET OF ANY OF THE MEMBERS TO BE ABLE TO PAY THE TAXES IMPOSED ON THAT MEMBER AS A RESULT OF

OWNERSHIP OF INTERESTS IN THE COMPANY (THE "TAX DISTRIBUTIONS"). THE MANAGERS MAY DETERMINE THAT

THAT FINANCIAL CONDITION OF THE COMPANY IS SUCH THAT THE COMPANY CANNOT SAFELY MAKE ALL OR A PORTION OF

THE TAX DISTRIBUTIONS, TAKING INTO ACCOUNT THE NEED OF THE COMPANY FOR CASH FLOW, ITS OBLIGATIONS,

REQUIRED RESERVES OR OTHER FINANCIAL NEEDS. IN SUCH CASE THE MANAGERS CAN ELECT TO DEFER THE PAYMENT

OF A TAX DISTRIBUTION, BUT ANY DEFERRED TAX DISTRIBUTION SHALL BE PAID PRIOR TO ANY OTHER DISTRIBUTIONS TO

MEMBERS.

6.6. DISTRIBUTIONS. ALL DISTRIBUTIONS OF DISTRIBUTABLE CASH SHALL BE PAID TO THE MEMBERS IN THE SAME

PROPORTIONS THAT PROFITS ARE ALLOCATED TO THEM. THE DISTRIBUTABLE CASH OF THE COMPANY SHALL BE SO

DISTRIBUTED IN A PERIOD THAT SHALL NOT EXCEED 30 CALENDAR DAYS (THE "DISTRIBUTABLE CASH PERIOD") FROM

THE RECEIPT OF THE PREVIOUS DISTRIBUTABLE CASH PERIOD. HOWEVER, NO DISTRIBUTIONS OF DISTRIBUTABLE CASH

SHALL BE DECLARED OR PAID TO THE MEMBERS UNLESS, IMMEDIATELY AFTER THE DISTRIBUTION IS MADE, THE ASSETS

OF THE COMPANY ARE IN EXCESS OF THE LIABILITIES OF THE COMPANY.

ARTICLE 7.

MEMBERS

7.1. LIMITED LIABILITY. EACH MEMBERS LIABILITY FOR THE DEBTS AND OBLIGATIONS OF THE COMPANY SHALL BE

LIMITED AS PROVIDED BY SECTION 29-651 OF THE ACT AND BY ANY OTHER APPLICABLE LAW. WITH RESPECT TO ANY

CLAIM MADE BY ANY PERSON AGAINST A MEMBER IN ITS CAPACITY AS MEMBER OF THE COMPANY (OTHER THAN

CLAIMS FOR BREACH OF THIS AGREEMENT MADE BY OTHER MEMBERS OR THE MANAGER), THE COMPANY SHALL

INDEMNIFY EACH MEMBER (AND EACH OF ITS DIRECT AND INDIRECT AFFILIATES, OFFICERS, DIRECTORS AGENTS, STOCKHOLDER, MEMBERS, EMPLOYEES AND PARTNERS) AGAINST EXPENSES AND MAKE ADVANCES FOR EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES), JUDGMENTS OR FINES IN ANY AMOUNT PAID IN SETTLEMENT, INCURRED IN CONNECTION WITH ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDINGS, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE, TO THE FULLEST EXTENT PERMITTED BY LAW. ANY SUCH INDEMNIFICATION OR REIMBURSEMENT FOR BREACH OR ALLEGED BREACH OF THIS OPERATING AGREEMENT, FOR BREACH OF FIDUCIARY DUTIES OWED BY THE MEMBER TO THE COMPANY OR OTHER MEMBERS, OR FOR ACTING ON BEHALF OF THE COMPANY WITHOUT AUTHORITY, MUST BE APPROVED BY A MAJORITY-IN-INTEREST OF THE DISINTERESTED MEMBERS OF THE COMPANY.

7.2. RETURN OF CAPITAL. NO MEMBER SHALL HAVE PRIORITY OVER ANY OTHER MEMBER, EITHER AS TO THE RETURN OF CAPITAL CONTRIBUTIONS OR AS TO PROFITS, LOSSES OR DISTRIBUTIONS OF DISTRIBUTABLE CASH, EXCEPT AS PROVIDED IN SECTION 5.2.

7.3. AUTHORITY AND OTHER ACTIVITIES. A MEMBER WHO IS NOT ALSO A MANAGER SHALL NOT BE AN AGENT OF THE COMPANY AND SHALL HAVE NO POWER OR AUTHORITY TO ACT FOR OR BIND THE COMPANY. EACH MEMBER MAY HAVE OTHER BUSINESS INTERESTS AND INVESTMENTS AND MAY ENGAGE IN OTHER ACTIVITIES IN ADDITION TO THOSE OF OR RELATED TO THE COMPANY, WHETHER OR NOT IN COMPETITION WITH THE COMPANY. NEITHER THE COMPANY, NOR ANY MEMBER, NOR ANY MANAGER SHALL HAVE ANY RIGHT, BY VIRTUE OF THE COMPANY OR THIS AGREEMENT, TO SHARE OR PARTICIPATE IN OTHER BUSINESSES, INVESTMENTS OR ACTIVITIES OF A MEMBER OR TO THE INCOME OR PROCEEDS DERIVED THEREFROM.

7.4. CONSENT REQUIRED. NOTWITHSTANDING ANY PROVISION IN THE ACT OR THIS AGREEMENT TO THE CONTRARY, THE WRITTEN CONSENT OF A MAJORITY-IN-INTEREST OF THE MEMBERS IS REQUIRED TO:

(A) AMEND THIS AGREEMENT;  
(B) AMEND THE ARTICLES OF ORGANIZATION;  
(C) ENGAGE IN ANY BUSINESS OR INVESTMENT NOT AUTHORIZED BY ARTICLE 3;  
(D) SELL ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE COMPANY; OR  
(E) BE A PARTY TO A MERGER, CONSOLIDATION, OR OTHER REORGANIZATION IN WHICH THE COMPANY IS NOT THE SURVIVING ENTITY, EXCEPT THAT IF SUCH MERGER, CONSOLIDATION, OR OTHER REORGANIZATION IS APPROVED BY A LESS THAN UNANIMOUS VOTE OF THE MEMBERS, MEMBERS DISSENTING THEREFROM ARE ENTITLED TO APPRAISAL RIGHTS AND PAYMENT FOR THEIR MEMBERSHIP INTERESTS IN THE SAME MANNER AS IN MERGERS OF CORPORATIONS

PURSUANT TO TITLE 10, CHAPTER 13, ARIZONA REVISED STATUTES.

7.5. MEMBERS MEETINGS. THE MEMBERS ARE NOT REQUIRED TO HOLD ANY MEETINGS, BUT MAY HOLD AN ANNUAL MEETING AND MAY HOLD SPECIAL MEETINGS AS PROVIDED BELOW.

(A) ANNUAL MEETINGS. AN ANNUAL MEETING OF THE MEMBERS MAY BE HELD AT SUCH TIME AS SHALL BE DETERMINED BY THE MANAGERS, AT SUCH PLACE EITHER WITHIN OR OUTSIDE OF THE STATE OF ARIZONA AS MAY BE REASONABLY DETERMINED BY THE MANAGERS, FOR THE PURPOSE OF THE TRANSACTION OF SUCH BUSINESS AS MAY COME BEFORE THE MEETING.

(B) SPECIAL MEETINGS. SPECIAL MEETINGS OF THE MEMBERS, FOR ANY PURPOSE OR PURPOSES, UNLESS OTHERWISE PRESCRIBED BY STATUTE, MAY BE CALLED BY THE MANAGERS OR BY A MAJORITY-IN-INTEREST OF THE MEMBERS.

(C) PLACE OF SPECIAL MEETINGS. A SPECIAL MEETING OF THE MEMBERS SHALL BE HELD AT SUCH PLACE EITHER WITHIN OR OUTSIDE OF THE STATE OF ARIZONA AS SHALL BE REASONABLY DETERMINED BY WHOEVER CALLED THE MEETING, I.E., THE MANAGERS OR A MAJORITY-IN-INTEREST OF THE MEMBERS, AS THE CASE MAY BE. THE

MEMBERS MAY DESIGNATE ANY PLACE EITHER WITHIN OR OUTSIDE THE STATE OF ARIZONA AS THE PLACE OF MEETING

FOR ANY MEETING OF THE MEMBERS. IF NO DESIGNATION IS MADE, OR IF A SPECIAL MEETING IS CALLED, THE PLACE

OF MEETING SHALL BE HELD AT THE REGISTERED OFFICE OF THE COMPANY.

(D) NOTICE OF MEETINGS. EXCEPT AS PROVIDED IN THIS SECTION, WRITTEN NOTICE STATING THE PLACE, DAY AND

HOUR OF THE MEETING AND THE PURPOSE OR PURPOSES FOR WHICH A MEETING IS CALLED SHALL BE DELIVERED NOT

LESS THAN THREE NOR MORE THAN 30 DAYS BEFORE THE DATE OF THE MEETING OF THE MEMBERS, EITHER

PERSONALLY OR BY MAIL, BY OR AT THE DIRECTION OF THE MANAGERS OR MEMBERS CALLING THE MEETING, TO EACH

MEMBER. IF MAILED, SUCH NOTICE SHALL BE DEEMED TO BE DELIVERED TWO CALENDAR DAYS AFTER BEING

DEPOSITED IN THE UNITED STATES MAIL, ADDRESSED TO THE MEMBER AT THE MEMBERS ADDRESS AS IT APPEARS

ON THE BOOKS OF THE COMPANY, WITH POSTAGE PREPAID. IF TRANSMITTED BY WAY OF FACSIMILE, SUCH NOTICE

SHALL BE DEEMED TO BE DELIVERED ON THE DATE OF SUCH FACSIMILE TRANSMISSION TO THE FAX NUMBER FOR THE

MEMBERS.

(E) MEETING OF ALL MEMBERS. IF ALL OF THE MEMBERS MEET AT ANY TIME AND PLACE EITHER WITHIN OR OUTSIDE OF

THE STATE OF RHODE ISLAND, AND CONSENT TO THE HOLDING OF THE MEETING AT SUCH TIME AND PLACE, SUCH

MEETING SHALL BE VALID WITHOUT CALL OR NOTICE.

(F) RECORD DATE. FOR THE PURPOSE OF DETERMINING MEMBERS ENTITLED TO NOTICE OF OR TO VOTE AT ANY

MEETING OF MEMBERS OR ANY ADJOURNMENT THEREOF, THE DATE ON WHICH NOTICE OF THE MEETING IS MAILED

SHALL BE THE RECORD DATE FOR SUCH DETERMINATION OR, IF SUCH ACTION WAS BY CONSENT, THE RECORD DATE SHALL

BE THE DATE OF THE CONSENT. WHEN A DETERMINATION OF THE MEMBERS ENTITLED TO VOTE AT ANY MEETING OF

MEMBERS HAS BEEN MADE AS PROVIDED IN THIS SECTION, SUCH DETERMINATION SHALL APPLY TO ANY

ADJOURNMENT THEREOF.

(G) QUORUM. A MAJORITY-IN-INTEREST OF THE MEMBERS, REPRESENTED IN PERSON OR BY PROXY, SHALL CONSTITUTE

A QUORUM AT ANY MEETING OF MEMBERS. IN THE ABSENCE OF A QUORUM AT ANY SUCH MEETING, A MAJORITY OF

THE MEMBERS PRESENT MAY ADJOURN THE MEETING FROM TIME TO TIME FOR A PERIOD NOT TO EXCEED 30 DAYS

WITHOUT FURTHER NOTICE. HOWEVER, IF THE ADJOURNMENT IS FOR MORE THAN 30 DAYS, OR IF AFTER THE

ADJOURNMENT A NEW RECORD DATE IS FIXED FOR THE ADJOURNED MEETING, A NOTICE OF THE ADJOURNED MEETING

SHALL BE GIVEN TO EACH MEMBER OF RECORD ENTITLED TO A VOTE AT THE MEETING.

(H) MANNER OF ACTING. IF A QUORUM IS PRESENT, THE AFFIRMATIVE VOTE OF A MAJORITY-IN-INTEREST OF THE

MEMBERS SHALL BE THE ACT OF THE MEMBERS, UNLESS A GREATER OR LESSER VOTE IS OTHERWISE REQUIRED BY THE

ACT, BY THE COMPANYS ARTICLES OF ORGANIZATION, OR BY THIS AGREEMENT.

(I) PROXIES. AT ALL MEETINGS OF MEMBERS A MEMBER MAY VOTE IN PERSON OR BY PROXY EXECUTED IN WRITING BY

THE MEMBER OR A DULY AUTHORIZED ATTORNEY-IN-FACT. SUCH PROXY SHALL BE FILED WITH THE MANAGER BEFORE OR

AT THE TIME OF THE MEETING. NO PROXY SHALL BE VALID AFTER ELEVEN MONTHS FROM THE DATE OF ITS EXECUTION,

UNLESS OTHERWISE PROVIDED IN THE PROXY.

(J) ACTION WITHOUT A MEETING. ANY ACTION REQUIRED OR PERMITTED TO BE TAKEN AT A MEETING OF THE MEMBERS

MAY BE TAKEN WITHOUT A MEETING IF THE ACTION IS EVIDENCED BY ONE OR MORE WRITTEN CONSENTS DESCRIBING

THE ACTION TAKEN, SIGNED BY THAT NUMBER OF MEMBERS HOLDING MEMBERSHIP INTERESTS SUFFICIENT TO ADOPT

THE ACTION, AND DELIVERED TO THE MANAGER FOR INCLUSION IN THE MINUTES OR FOR FILING WITH THE COMPANY

RECORDS. ACTION TAKEN UNDER THIS SUBSECTION IS EFFECTIVE WHEN THAT NUMBER OF MEMBERS HOLDING

MEMBERSHIP INTERESTS SUFFICIENT TO ADOPT THE ACTION HAVE SIGNED THE CONSENT, UNLESS THE CONSENT

SPECIFIES A DIFFERENT EFFECTIVE DATE. THE RECORD DATE FOR DETERMINING MEMBERS ENTITLED TO TAKE ACTION

WITHOUT A MEETING SHALL BE THE DATE THE FIRST MEMBER SIGNS A WRITTEN CONSENT.

(K) WAIVER OF NOTICE. WHEN ANY NOTICE IS REQUIRED TO BE GIVEN TO ANY MEMBER, A WAIVER THEREOF IN

WRITING SIGNED BY THE PERSON ENTITLED TO SUCH NOTICE, WHETHER BEFORE, AT, OR AFTER THE TIME STATED

THEREIN, SHALL BE EQUIVALENT TO THE GIVING OF SUCH NOTICE.

(L) MEETINGS BY CONFERENCE TELEPHONE. ANY MEMBER MAY PARTICIPATE IN ANY MEETING OF THE MEMBERS BY

MEANS OF A CONFERENCE TELEPHONE OR SIMILAR COMMUNICATION EQUIPMENT WHEREBY ALL MEMBERS

PARTICIPATING IN SUCH MEETING CAN HEAR ONE ANOTHER. SUCH PARTICIPATION SHALL CONSTITUTE ATTENDANCE IN

PERSON.

7.6. INVESTMENT INTENT. EACH MEMBER REPRESENTS AND WARRANTS TO THE

COMPANY THAT THE MEMBERSHIP INTEREST ACQUIRED BY SUCH MEMBER HAS BEEN ACQUIRED WITH MEMBERS OWN FUNDS FOR INVESTMENT FOR AN INDEFINITE PERIOD FOR SUCH MEMBERS OWN ACCOUNT, NOT AS A NOMINEE OR AGENT, AND NOT WITH A VIEW TO THE SALE OR DISTRIBUTION OF ANY PORTION OF SUCH MEMBERSHIP INTEREST, AND THAT MEMBER HAS NO PRESENT INTENTION OF SELLING, GRANTING PARTICIPATION IN, OR OTHERWISE DISTRIBUTING OR REDISTRIBUTING SUCH MEMBERSHIP INTEREST. EACH MEMBER FURTHER REPRESENTS AND WARRANTS TO THE COMPANY THAT SUCH MEMBER DOES NOT HAVE ANY CONTRACT, UNDERTAKING, AGREEMENT OR ARRANGEMENT TO SELL, TRANSFER, OR GRANT PARTICIPATION IN OR TO DISTRIBUTE OR REDISTRIBUTE SUCH MEMBERS MEMBERSHIP INTEREST TO ANY THIRD PARTY.

7.7. RESTRICTED SECURITIES. EACH MEMBER UNDERSTANDS THAT THE MEMBERSHIP INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAW, ON THE BELIEF THAT THE SALES PROVIDED FOR IN THIS AGREEMENT ARE EXEMPT FROM REGISTRATION THEREUNDER, AND THAT THE COMPANYS RELIANCE ON SUCH EXEMPTION IS PREDICATED ON EACH MEMBERS REPRESENTATIONS SET FORTH IN THIS AGREEMENT. EACH MEMBER UNDERSTANDS THAT SUCH MEMBERS MEMBERSHIP INTEREST CANNOT BE TRANSFERRED UNDER ANY CIRCUMSTANCES (EXCEPT PURSUANT TO SECTION 10) AND THAT THE MEMBERSHIP INTERESTS ARE "RESTRICTED SECURITIES" WITHIN THE MEANING OF THE RULES OF THE SECURITIES AND EXCHANGE COMMISSION AND STATE SECURITIES AGENCIES.

7.8. COUNSEL. EACH MEMBER REPRESENTS AND WARRANTS TO THE COMPANY THAT SUCH MEMBER HAS SOUGHT AND RECEIVED SUCH TAX AND LEGAL ADVICE FROM ADVISORS RETAINED BY SUCH MEMBER AS SUCH MEMBER DEEMS NECESSARY TO DETERMINE WHETHER TO ACQUIRE A MEMBERSHIP INTEREST. EACH MEMBER REPRESENTS AND WARRANTS THAT SUCH MEMBER HAS NOT RECEIVED OR RELIED ON ANY ADVICE FROM THE COMPANY OR ANY OF ITS AGENTS WITH RESPECT TO THE LEGAL AND TAX CONSEQUENCES TO SUCH MEMBER OF ACQUIRING AND OWNING A MEMBERSHIP INTEREST.

7.9. CONFIDENTIALITY. AS A MEMBER OF THE COMPANY, EACH MEMBER WILL RECEIVE FINANCIAL AND OTHER BUSINESS INFORMATION ABOUT THE COMPANY AND THE BUSINESS IN WHICH THE COMPANY IS ENGAGED ("CONFIDENTIAL INFORMATION"). THE TERMS AND PROVISIONS OF THIS AGREEMENT SHALL ALSO BE CONSIDERED CONFIDENTIAL INFORMATION. EACH MEMBER ACKNOWLEDGES THAT THE CONTENT OF THE CONFIDENTIAL INFORMATION IS OWNED BY THE COMPANY, IS EXTREMELY SENSITIVE AND HIGHLY CONFIDENTIAL, AND THAT EACH OF THE MEMBERS WOULD NOT HAVE BECOME MEMBERS OF THE COMPANY UNLESS EACH OTHER MEMBER WERE SUBJECT TO THE REQUIREMENTS OF CONFIDENTIALITY SET FORTH IN THIS SECTION. MOREOVER,

EACH MEMBER AND MANAGER FROM TIME TO TIME SHALL BE REQUIRED TO SIGN ADDITIONAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENTS.

(A) MEMBER OBLIGATIONS. EACH MEMBER AGREES NOT TO DISCUSS, PUBLISH, DISCLOSE OR OTHERWISE DIVULGE TO ANY THIRD PARTY (WITH THE EXCEPTION OF ACCOUNTANTS, ATTORNEYS, FINANCIAL ADVISORS OR OTHER ADVISORS ("REPRESENTATIVES")) ANY OF THE CONFIDENTIAL INFORMATION. EACH MEMBER AGREES TO REQUIRE AND CAUSE ALL REPRESENTATIVES TO KEEP ALL CONFIDENTIAL INFORMATION IN THE STRICTEST CONFIDENCE AND TO USE SUCH INFORMATION ONLY IN CONNECTION WITH THE BUSINESS OF THE COMPANY AND IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. EXCEPT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, NO MEMBER WILL, WITHOUT THE WRITTEN CONSENT OF THE COMPANY, DISCLOSE TO ANY THIRD PARTY ANY CONFIDENTIAL INFORMATION. THE PROVISIONS OF THIS SECTION SHALL CONTINUE TO APPLY TO A PERSON WHO IS NO LONGER A MEMBER OF THE COMPANY.

7.10. NON-COMPETITION.

(A) RESTRICTION ON COMPETITION. EACH MEMBER HEREBY AGREES THAT SO LONG AS HE OR SHE IS A MEMBER OF THE COMPANY AND THEREAFTER DURING THE NON-COMPETITION PERIOD (AS HEREAFTER DEFINED), HE OR SHE WILL NOT OWN, WILL NOT HAVE ANY DIRECT OR INDIRECT INTEREST (WHETHER AS OWNER, PARTNER, MEMBER, STOCKHOLDER, INVESTOR, LENDER, PRINCIPAL, PROPRIETOR, TRUSTEE OR OTHERWISE), AND WILL NOT TAKE ANY DIRECT OR INDIRECT ACT OR PART (WHETHER AS AN OFFICER, DIRECTOR, TRUSTEE, EMPLOYEE, ADVISOR, CONSULTANT, REPRESENTATIVE, AGENT OR OTHERWISE), IN ANY CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, TRUST, PROPRIETORSHIP OR OTHER BUSINESS ORGANIZATION OR ENTITY THAT IS ENGAGED IN THE BUSINESS (WHETHER DIRECTLY OR INDIRECTLY THROUGH A SUBSIDIARY ENTITY OR OTHERWISE) ENGAGED IN BY THE COMPANY ANYWHERE IN ANY STATE IN WHICH THE COMPANY IS PROVIDING SUCH SERVICES. NOTWITHSTANDING THE FOREGOING, ANY MEMBER MAY OWN AN AGGREGATE OF UP TO 5% OF ANY COMPANY THAT IS PUBLICLY HELD (I.E., AN ENTITY REGISTERED UNDER THE SECURITIES EXCHANGE ACT OF 1934) EVEN IF SUCH COMPANY IS ENGAGED IN AN ACTIVITY OTHERWISE PRECLUDED BY THIS AGREEMENT. THE "NON-COMPETITION PERIOD" MEANS FROM THE DATE THE MEMBER CEASES TO BE A MEMBER OF THE COMPANY FOR ANY REASON AND FOR THREE YEARS THEREAFTER.

(B) RESTRICTIVE COVENANT. EACH MEMBER HEREBY AGREES THAT SO LONG AS HE OR SHE IS A MEMBER OF THE COMPANY AND DURING THE NON-COMPETITION PERIOD, HE OR SHE WILL NOT DIRECTLY OR INDIRECTLY: (I) KNOWINGLY INDUCE ANY PERSON EMPLOYED BY THE COMPANY TO LEAVE SUCH EMPLOYMENT; (II) KNOWINGLY SOLICIT THE EMPLOYMENT OF ANY SUCH PERSON FOR EMPLOYMENT BY MEMBER OR ANY OTHER INDIVIDUAL OR ENTITY; OR (III)

MAKE KNOWN TO ANY INDIVIDUAL OR ENTITY THE NAMES AND ADDRESSES OF ANY ADVERTISERS, DISTRIBUTORS OR EMPLOYEES OF THE COMPANY, INCLUDING THOSE PERSONS FORMERLY EMPLOYED BY COMPANIES THEN AFFILIATED WITH MEMBER, OR ANY OTHER INFORMATION PERTAINING TO THEM.

(C) EQUITABLE RELIEF. EACH MEMBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT THAT HE OR SHE BREACHES

ANY OF THE COVENANTS IN SECTIONS 7.9 OR 7.10, COMPANY WILL SUFFER IMMEDIATE AND IRREPARABLE HARM AND

INJURY FOR WHICH COMPANY WILL HAVE NO ADEQUATE REMEDY AT LAW. ACCORDINGLY, IN THE EVENT THAT MEMBER

BREACHES ANY OF THE COVENANTS IN SECTIONS 7.9 OR 7.10, COMPANY SHALL BE ABSOLUTELY ENTITLED TO OBTAIN

EQUITABLE RELIEF WITHOUT POSTING BOND INCLUDING WITHOUT LIMITATION TEMPORARY RESTRAINING ORDERS,

PRELIMINARY INJUNCTIONS, PERMANENT INJUNCTIONS, AND SPECIFIC PERFORMANCE. THE FOREGOING REMEDIES AND

RELIEF SHALL BE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY.

(D) ACKNOWLEDGEMENT. EACH MEMBER CONFIRMS THAT HE OR SHE HAS DISCUSSED THE TERMS OF THIS

AGREEMENT INCLUDING THE CONFIDENTIAL INFORMATION AND NONCOMPETITION PROVISIONS OF SECTIONS 7.9 AND

7.10 WITH HIS OR HER ATTORNEY AND THAT HE OR SHE UNDERSTANDS THE MEANING AND EFFECT OF THESE

PROVISIONS. EACH MEMBER CONFIRMS TO THE COMPANY THAT THE PROVISIONS OF SECTIONS 7.9 AND 7.10 ARE NOT,

AND WILL NOT BE, UNDULY BURDENSOME ON HIM OR HER.

7.11. ELIMINATION OF SPECIAL LITIGATION COMMITTEE. IF THE COMPANY IS NAMED AS OR MADE A PARTY IN A

DERIVATIVE PROCEEDING, THE COMPANY SHALL NOT APPOINT A SPECIAL LITIGATION COMMITTEE, AND THE ACTION

SHALL PROCEED ACCORDINGLY.

7.12. RESTRICTION ON DIRECT ACTION. NO MEMBER MAY MAINTAIN A DIRECT ACTION AGAINST THE COMPANY UNLESS

THE MEMBER PLEADS AND PROVES AN ACTUAL OR THREATENED INJURY THAT IS NOT SOLELY THE RESULT OF ANY INJURY

SUFFERED OR THREATENED TO BE SUFFERED BY THE COMPANY.

## ARTICLE 8.

### MANAGERS

8.1. APPOINTMENT. THERE ARE AT ALL TIMES TO BE AT LEAST ONE MANAGER. ONE OF WHICH WILL BE MANUEL RIVAS

OR HIS SUCCESSOR IN INTEREST, AND THE OTHER IS TO BE DETERMINED AND APPOINTED BY THE INITIAL MANAGER. IF A

MANAGER BECOMES PERMANENTLY INCAPACITATED, RESIGNS, OR CEASES TO EXIST, HIS OR HER SUCCESSOR WILL BE

APPOINTED BY THE MEMBER OR MEMBERS WHO ARE ENTITLED TO APPOINT THAT MANAGER. IF AT ANY TIME ANY

PERSON ACQUIRES MORE THAN 50 PERCENT OF THE MEMBERSHIP INTEREST IN THE COMPANY, THEREAFTER THE

MANAGER OR MANAGERS WILL BE ELECTED BY A MAJORITY-IN-INTEREST OF THE MEMBERS, WHO MAY ALSO BY A VOTE

OF THE MAJORITY-IN-INTEREST OF THE MEMBERS REMOVE WITH OR WITHOUT

CAUSE AND REPLACE A MANAGER OR  
ALLOW THE OFFICE OF A DECEASED, RESIGNED, OR REMOVED MANAGER TO BE  
LEFT VACANT.

8.2. DECISIONS. EACH MANAGER SHALL HAVE ONE VOTE. UNLESS OTHERWISE  
PROVIDED IN THIS AGREEMENT, THE  
VOTE OF A MAJORITY OF THE MANAGERS SHALL DETERMINE THE DECISIONS OF  
THE MANAGER. WHEN THE TAKING OF AN  
ACTION HAS BEEN AUTHORIZED BY THE MANAGERS, THE MANAGERS OR ANY  
OFFICER, IF ANY, OF THE COMPANY, OR  
ANY OTHER PERSON SPECIFICALLY AUTHORIZED BY THE MANAGERS, MAY EXECUTE  
ANY CONTRACT OR OTHER  
AGREEMENT OR DOCUMENT ON BEHALF OF THE COMPANY, AND NO THIRD PARTY  
SHALL HAVE THE DUTY TO INQUIRE AS  
TO THE AUTHORITY OF ANY MANAGER SO ACTING.

8.3. POWERS AND DUTIES OF MANAGERS. EXCEPT AS PROVIDED ELSEWHERE IN THIS  
AGREEMENT TO THE CONTRARY,

THE MANAGER SHALL HAVE ALL POWERS AND AUTHORITY TO:

(A) MANAGE, DIRECT AND CONTROL THE BUSINESS, ASSETS AND OPERATIONS OF  
THE COMPANY;

(B) MAKE AND REVISE BUDGETS FOR THE COMPANY;

(C) IMPLEMENT THE DECISIONS OF THE MANAGER AND OF THE MEMBERS AND  
MAKE SUCH EXPENDITURES AS MAY

BE NECESSARY TO CARRY OUT SUCH DECISIONS, AND PROMPTLY ADVISE THE  
MEMBERS IF THE COMPANY LACKS

SUFFICIENT FUNDS TO CARRY OUT SUCH DECISIONS;

(D) PURCHASE OR OTHERWISE ACQUIRE MACHINERY, EQUIPMENT AND VEHICLES  
APPROPRIATE FOR THE OPERATIONS OF

THE COMPANYS BUSINESS;

(E) SUPERVISE AND OVERSEE THE OPERATIONS OF THE COMPANY;

(F) BORROW MONEY FOR THE COMPANY AND IN ITS NAME FROM BANKS, OTHER  
LENDING INSTITUTIONS, OR ONE OR

MORE MEMBERS OR THEIR AFFILIATES, ON SUCH TERMS AND CONDITIONS AS THE  
MANAGER MAY DEEM APPROPRIATE

AND, IN CONNECTION THEREWITH, TO ENCUMBER AND PLEDGE AND GRANT  
SECURITY INTERESTS IN THE ASSETS OF THE

COMPANY TO SECURE REPAYMENT OF THE BORROWED SUMS;

(G) OPEN AND MAINTAIN ONE OR MORE BANK ACCOUNTS IN THE NAME OF THE  
COMPANY, SUBJECT TO THE

PROVISIONS OF SECTION 6.3;

(H) OBTAIN AND MAINTAIN AND PAY THE PREMIUMS ON LIABILITY, PROPERTY AND  
OTHER INSURANCE TO PROTECT THE

COMPANYS PROPERTY, BUSINESS OPERATIONS, MEMBERS, MANAGERS AND  
AGENTS;

(I) EXECUTE ON BEHALF OF THE COMPANY AND IN ITS NAME ALL INSTRUMENTS  
AND DOCUMENTS, INCLUDING WITHOUT

LIMITATION CHECKS, DRAFTS, NOTES AND OTHER NEGOTIABLE INSTRUMENTS,  
MORTGAGES AND DEEDS OF TRUST,

SECURITY AGREEMENTS, FINANCING STATEMENTS, DOCUMENTS PROVIDING FOR  
THE ACQUISITION OR DISPOSITION OF

THE COMPANYS ASSETS, ASSIGNMENTS, BILLS OF SALE, LEASES AND ANY OTHER  
INSTRUMENTS OR DOCUMENTS

NECESSARY, IN THE DETERMINATION OF THE MANAGER, TO CONDUCT THE  
BUSINESS OF THE COMPANY;

(J) EMPLOY ACCOUNTANTS, LEGAL COUNSEL, AND OTHER PROFESSIONAL



ADVISORS AND EXPERTS TO PERFORM SERVICES  
FOR THE COMPANY AND TO COMPENSATE THEM FROM FUNDS OF THE COMPANY;  
(K) ENTER INTO ANY AND ALL OTHER AGREEMENTS ON BEHALF OF THE COMPANY  
AND IN ITS NAME WITH ANY PERSON  
FOR ANY PURPOSE, IN SUCH FORM AND SUBSTANCE AS THE MANAGER MAY  
APPROVE; AND  
(L) PERFORM ALL OTHER ACTS AS MAY BE NECESSARY OR APPROPRIATE TO  
CONDUCT THE COMPANYS BUSINESS AND  
AFFAIRS.

8.4. OFFICERS. THE MANAGERS MAY DELEGATE TO ANY OFFICER OF THE COMPANY,  
IF ANY, OR TO ANY OTHER PERSON  
OR ENTITY THE AUTHORITY TO ACT ON BEHALF OF THE COMPANY AS THE  
MANAGERS MAY FROM TIME TO TIME DEEM  
APPROPRIATE IN THEIR SOLE DISCRETION. THE SALARIES OR OTHER  
COMPENSATION, IF ANY, OF THE OFFICERS AND  
AGENTS, IF ANY, OF THE COMPANY SHALL BE FIXED FROM TIME TO TIME BY THE  
MANAGERS. EXCEPT AS OTHERWISE  
PROVIDED BY THE MANAGERS, WHEN THE TAKING OF THAT ACTION HAS BEEN  
AUTHORIZED BY THE MANAGERS, THE  
MANAGERS OR ANY OFFICER, IF ANY, OF THE COMPANY, OR ANY OTHER PERSON  
SPECIFICALLY AUTHORIZED BY THE  
MANAGERS, MAY EXECUTE ANY CONTRACT OR OTHER AGREEMENT OR DOCUMENT  
ON BEHALF OF THE COMPANY.

(A) THE COMPANY MAY HAVE ONE OR MORE OF THE FOLLOWING OFFICERS AS  
DETERMINED BY THE MANAGER FROM  
TIME TO TIME: PRESIDENT, SECRETARY, TREASURER, AND OTHER OFFICERS THE  
MANAGERS MAY APPOINT FROM TIME TO  
TIME. ANY OFFICERS MAY BE APPOINTED AND REMOVED AT THE WILL OF THE  
MANAGERS. IF ANY OFFICERS ARE  
APPOINTED BY THE MANAGERS, THEY SHALL PERFORM THOSE FUNCTIONS  
SPECIFIED BY THE MANAGERS. IF ONE OR  
MORE OF A PRESIDENT, SECRETARY OR TREASURER IS APPOINTED, EACH SHALL  
PERFORM THOSE FUNCTIONS AS ARE  
HEREIN PROVIDED UNLESS OTHERWISE SPECIFIED BY THE MANAGERS.

(B) THE PRESIDENT SHALL BE THE CHIEF EXECUTIVE OFFICER OF THE COMPANY  
AND SHALL, SUBJECT TO THE  
SUPERVISION, DIRECTION AND CONTROL OF THE MANAGERS, HAVE THE GENERAL  
POWERS AND DUTIES OF SUPERVISION,  
DIRECTION, MANAGEMENT AND CONTROL OF THE DAY-TO-DAY BUSINESS AND  
AFFAIRS OF THE COMPANY AND OF THE  
OTHER OFFICERS OF THE COMPANY, INCLUDING THE POWER TO SIGN ALL  
INSTRUMENTS, CONTRACTS AND AGREEMENTS  
THAT HAVE BEEN APPROVED BY THE MANAGERS AND ALL POWERS NECESSARY TO  
DIRECT AND CONTROL THE  
ORGANIZATIONAL AND REPORTING RELATIONSHIPS WITHIN THE COMPANY, AND  
SHALL HAVE SUCH OTHER POWERS AND  
PERFORM SUCH OTHER DUTIES AS MAY BE PRESCRIBED BY THE MANAGERS.

(C) THE SECRETARY SHALL KEEP OR CAUSE TO BE KEPT AT THE PRINCIPAL PLACE  
OF BUSINESS OF THE COMPANY, OR  
OTHER PLACE THE MANAGERS MAY DIRECT, A BOOK OF MINUTES OF ALL FORMAL  
ACTIONS OF THE MANAGERS AND THE  
MEMBERS. THE SECRETARY SHALL KEEP OR CAUSE TO BE KEPT AT THE PRINCIPAL  
PLACE OF BUSINESS OF THE  
COMPANY, A REGISTER OR A DUPLICATE REGISTER SHOWING THE NAME AND

ADDRESS OF THE MEMBERS, THE NUMBER  
AND DATE OF CERTIFICATES ISSUED IN RESPECT OF EACH MEMBERS INTEREST IN  
THE COMPANY, IF ANY, AND THE  
NUMBER AND DATE OF CANCELLATION OF EVERY CERTIFICATE SURRENDERED FOR  
CANCELLATION. THE SECRETARY SHALL  
HAVE THOSE OTHER POWERS AND PERFORM OTHER DUTIES AS MAY BE PRESCRIBED  
BY THE MANAGERS OR THE  
PRESIDENT.

(D) THE TREASURER SHALL BE THE CHIEF FINANCIAL OFFICER AND SHALL KEEP AND  
MAINTAIN OR CAUSE TO BE KEPT  
AND MAINTAINED ADEQUATE AND CORRECT BOOKS AND RECORDS OF ACCOUNTS  
OF THE PROPERTIES AND BUSINESS  
TRANSACTIONS OF THE COMPANY. THE BOOKS OF ACCOUNT SHALL AT ALL TIMES  
BE OPEN TO INSPECTION BY THE  
MEMBERS. THE TREASURER SHALL DEPOSIT ALL MONIES AND OTHER VALUABLES IN  
THE NAME AND TO THE CREDIT OF  
THE COMPANY WITH THE DEPOSITARIES DESIGNATED BY THE MANAGERS. THE  
TREASURER SHALL DISBURSE THE  
FUNDS OF THE COMPANY AS MAY BE ORDERED BY THE MANAGERS, SHALL RENDER  
TO THE PRESIDENT AND THE  
MANAGERS, WHENEVER THE MANAGERS REQUEST IT, AN ACCOUNT OF ALL OF HIS  
OR HER TRANSACTIONS AS CHIEF  
FINANCIAL OFFICER AND OF THE FINANCIAL CONDITION OF THE COMPANY AND  
SHALL HAVE OTHER POWERS AND PERFORM  
OTHER DUTIES AS MAY BE PRESCRIBED BY THE MANAGERS OR THE PRESIDENT.

8.5. LIMITED LIABILITY/INDEMNITY. EACH MANAGERS LIABILITY FOR THE DEBTS  
AND OBLIGATIONS OF THE COMPANY  
SHALL BE LIMITED AS PROVIDED BY THE ACT AND BY ANY OTHER APPLICABLE LAW.  
THE MANAGER SHALL NOT BE LIABLE  
TO THE COMPANY OR TO ANY MEMBER FOR ANY LOSS OR DAMAGE SUSTAINED BY  
THE COMPANY OR ANY MEMBER  
(OR SUCCESSOR THERETO), EXCEPT TO THE EXTENT, IF ANY, THAT THE LOSS OR  
DAMAGE SHALL HAVE BEEN THE RESULT  
OF GROSS NEGLIGENCE, FRAUD, DECEIT, WILLFUL MISCONDUCT, BREACH OF  
FIDUCIARY DUTIES, OR MATERIAL BREACH OF  
THIS AGREEMENT. THE MANAGER DOES NOT, IN ANY WAY, GUARANTEE THE  
RETURN OF THE MEMBERS CAPITAL  
CONTRIBUTIONS OR A PROFIT FOR THE MEMBERS FROM THE OPERATIONS OF THE  
COMPANY. EXCEPT FOR CLAIMS IN  
WHICH IT IS DETERMINED THAT THE MANAGER IS LIABLE TO THE COMPANY OR ANY  
MEMBER, THE COMPANY SHALL  
INDEMNIFY THE MANAGER (AND EACH OF ITS DIRECT AND INDIRECT AFFILIATES,  
OFFICERS, DIRECTORS, AGENTS,  
STOCKHOLDERS, MEMBERS, EMPLOYEES AND PARTNERS) AGAINST EXPENSES AND  
MAKE ADVANCES FOR EXPENSES  
(INCLUDING REASONABLE ATTORNEYS FEES), JUDGMENTS OR FINES IN ANY  
AMOUNT PAID IN SETTLEMENT, INCURRED IN  
CONNECTION WITH ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR  
PROCEEDINGS, WHETHER CIVIL,  
CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE, TO THE FULLEST EXTENT  
PERMITTED BY LAW. THE COMPANY SHALL  
INDEMNIFY ITS EMPLOYEES AND OTHER AGENTS WHO ARE NOT THE MANAGER TO  
THE FULLEST EXTENT PERMITTED BY  
LAW; PROVIDED THAT SUCH INDEMNIFICATION IN ANY GIVEN SITUATION IS

APPROVED BY THE MANAGER.

8.6. MANAGERS COMPENSATION. A MANAGER MAY RECEIVE FOR SERVICES AS A MANAGER SUCH COMPENSATION, EITHER AS A SALARY OR A GUARANTEED PAYMENT (WITHIN THE MEANING OF SECTION 707 OF THE CODE) OR A COMBINATION THEREOF, AS A MAJORITY-IN-INTEREST OF THE MEMBERS AND THE MANAGER AGREE UPON. THE MANAGERS ANNUAL COMPENSATION MAY BE INCREASED PROVIDED SUCH INCREASE IS FIRST APPROVED BY A MAJORITY-IN-INTEREST OF THE MEMBERS.

8.7. OTHER ACTIVITIES. A MANAGER IS NOT REQUIRED TO MANAGE THE COMPANY AS SUCH PERSONS SOLE AND EXCLUSIVE FUNCTION. EACH MANAGER WILL BE INDEMNIFIED BY THE COMPANY TO THE FULLEST EXTENT PERMITTED BY RHODE ISLAND LAW. A MANAGER MAY HAVE OTHER BUSINESS INTERESTS AND INVESTMENTS AND MAY ENGAGE IN OTHER ACTIVITIES IN ADDITION TO THOSE OF OR RELATED TO THE COMPANY, WHETHER OR NOT IN COMPETITION WITH THE COMPANY. NEITHER THE COMPANY, NOR ANY MEMBER, NOR ANY MANAGER, HAS ANY RIGHT, BY VIRTUE OF THE COMPANY OR THIS AGREEMENT, TO SHARE OR PARTICIPATE IN OTHER BUSINESSES, INVESTMENTS OR ACTIVITIES OF A MEMBER OR A MANAGER, OR TO THE INCOME OR PROCEEDS DERIVED THEREFROM.

8.8. TAX MATTERS. THE SPOT PVD, LLC IS DESIGNATED AS THE PARTNERSHIP REPRESENTATIVE FOR THE COMPANY PURSUANT TO THE BBA UNTIL RESIGNATION OR REMOVAL BY A MAJORITY-IN-INTEREST OF THE MEMBERS, WHO MAY ELECT A NEW PARTNERSHIP REPRESENTATIVE BY A VOTE OF A MAJORITY-IN-INTEREST OF THE MEMBERS.

8.9. FIDUCIARY DUTY. A MANAGER HAS A FIDUCIARY DUTY TO THE COMPANY AND ITS MEMBERS EQUIVALENT TO THE FIDUCIARY DUTIES OWED BY A DIRECTOR OF A CORPORATION TO THE CORPORATION AND ITS SHAREHOLDERS.

8.10. STANDARDS OF CONDUCT FOR MEMBERS AND MANAGERS.

(A) THE MEMBERS AND MANAGERS SHALL DISCHARGE THE DUTIES AND EXERCISE ANY RIGHTS UNDER THE OPERATING AGREEMENT CONSISTENTLY WITH THE CONTRACTUAL OBLIGATION OF GOOD FAITH AND FAIR DEALING.

(B) EACH MANAGER OWES TO THE COMPANY AND THE MEMBERS THE FIDUCIARY DUTIES OF LOYALTY AND CARE.

(C) EXCEPT AS SET FORTH IN SECTION 8.7, THE DUTY OF LOYALTY OF A MANAGER INCLUDES THE DUTIES:

(I) TO ACCOUNT TO THE COMPANY AND TO HOLD AS TRUSTEE FOR IT ANY PROPERTY, PROFIT, OR BENEFIT DERIVED BY THE MANAGER TO WHICH THE MANAGER IS NOT ENTITLED IN THE CONDUCT OR WINDING UP OF THE COMPANYS ACTIVITIES FROM A USE BY THE MANAGER OF THE COMPANYS PROPERTY, OR FROM THE APPROPRIATION OF A LIMITED LIABILITY COMPANY OPPORTUNITY;  
(II) TO REFRAIN FROM DEALING WITH THE COMPANY IN THE CONDUCT OR WINDING UP OF THE COMPANYS ACTIVITIES AS OR ON BEHALF OF A PERSON HAVING AN INTEREST ADVERSE TO THE COMPANY;  
(III) TO REFRAIN FROM COMPETING WITH THE COMPANY IN THE CONDUCT OF THE

COMPANYS ACTIVITIES BEFORE THE  
DISSOLUTION OF THE COMPANY;

(IV) TO DISCLOSE TO EACH OF THE OTHER MEMBERS AND MANAGERS WHO ARE  
CONSIDERING OR VOTING ON A

DECISION OR TRANSACTION REGARDING THE COMPANY OR ONE OR MORE OF THE  
MEMBERS INTERESTS IN THE

COMPANY ANY MATERIAL CONFLICT OF INTEREST ON THE PART OF THE  
DISCLOSING MANAGER WITH RESPECT TO THE

DECISION OR TRANSACTION AND, IF A MATERIAL CONFLICT OF INTEREST EXISTS,  
ALL MATERIAL FACTS RELATING TO THE

DECISION OR TRANSACTION THAT ARE WITHIN THE DISCLOSING MANAGERS  
KNOWLEDGE AND NOT KNOWN OR

REASONABLY AVAILABLE TO THE AFFECTED MEMBERS OR MANAGERS.

(D) A CONFLICT OF INTEREST IS MATERIAL IF IT WOULD REASONABLY BE EXPECTED  
TO AFFECT A MEMBERS OR

MANAGERS JUDGMENT REGARDING THE DECISION OR TRANSACTION UNDER  
CONSIDERATION.

(E) THE DUTY OF CARE OF A MANAGER IN THE CONDUCT AND WINDING UP OF THE  
COMPANYS ACTIVITIES IS TO

REFRAIN FROM ENGAGING IN GROSSLY NEGLIGENT OR RECKLESS CONDUCT OR  
INTENTIONAL MISCONDUCT.

(F) IT IS A DEFENSE TO A CLAIM UNDER SUBSECTION (C)(2) OR SUBSECTION (C)(4)  
AND ANY COMPARABLE CLAIM IN

EQUITY OR AT COMMON LAW THAT THE TRANSACTION OR DECISION WAS FAIR TO  
THE COMPANY. A MANAGER DOES NOT

VIOLATE A DUTY OR OBLIGATION MERELY BECAUSE THE MANAGERS CONDUCT  
FURTHERS THE MANAGERS OWN INTEREST.

(G) ALL OF THE MEMBERS OF THE COMPANY MAY AUTHORIZE OR RATIFY, AFTER  
DISCLOSURE OF ALL MATERIAL FACTS, AN

ACT OR TRANSACTION BY A MANAGER THAT OTHERWISE WOULD VIOLATE THE  
DUTY OF LOYALTY OR THE DUTY OF CARE.

8.11. FIDUCIARY DUTY. EXCEPT AS LIMITED BY SPECIFIC PROVISIONS OF THIS  
AGREEMENT, EACH MANAGER HAS ALL

FIDUCIARY DUTIES TO THE COMPANY AND ITS MEMBERS SET FORTH IN THE RHODE  
ISLAND LIMITED LIABILITY

COMPANY ACT, CHAPTER 168, RHODE ISLAND SESSION LAWS 2018, AS IT MAY BE  
AMENDED FROM TIME TO TIME.

8.12. PERSONS TO WHOM DUTY EXTENDS. THE FIDUCIARY AND OTHER DUTIES OF  
MANAGERS SET FORTH IN SECTION

8.9 HEREOF AND THE RIGHTS TO INSPECT AND COPY THE BOOKS AND RECORDS OF  
THE COMPANY EXTEND TO THE

HEIRS AND DEVISEES OF DECEASED MEMBERS, BUT NOT TO CREDITORS OR OTHER  
TRANSFEREES OF MEMBERSHIP

INTERESTS.

## ARTICLE 9.

### SALE OR TRANSFER OF MEMBERSHIP INTERESTS

9.1. ASSIGNMENTS RESTRICTED. NONE OF THE MEMBERS SHALL HAVE THE RIGHT OR  
POWER TO SELL, EXCHANGE,

TRANSFER, ENCUMBER, PLEDGE AS COLLATERAL, OR OTHERWISE ASSIGN OR  
DISPOSE OF IN ANY MANNER THE MEMBERS

INTEREST, OR THE PROFITS, LOSSES, CAPITAL, OR RIGHTS TO DISTRIBUTIONS OF NET  
CASH FLOW RESPECTING THE

MEMBERS INTEREST, OR ANY PART THEREOF, WITHOUT THE PRIOR WRITTEN

CONSENT OF THE MANAGERS OR AS PROVIDED IN SECTION 9.2. ANY TRANSFER OR PURPORTED TRANSFER IN VIOLATION OF THIS ARTICLE 9 OR ANY OTHER PROVISION OF THIS AGREEMENT SHALL BE VOID AND OF NO EFFECT AGAINST THE COMPANY, ANY OTHER MEMBER, A CREDITOR OF THE COMPANY, OR ANY CLAIMANT AGAINST THE COMPANY. ANY MEMBER WHO ASSIGNS ANY PORTION OF HIS MEMBERSHIP INTEREST SHALL BE DEEMED THEREBY TO HAVE CONSENTED TO THE ASSIGNEE BECOMING A SUBSTITUTED MEMBER PURSUANT TO SECTION 9.5. IN NO EVENT MAY A MEMBER ASSIGN ANY PORTION OF HIS MEMBERSHIP INTEREST TO ANY PERSON WHO IS NOT QUALIFIED TO BE A PARTNER IN A SMALL PARTNERSHIP UNDER THE PARTNERSHIP AUDIT RULES OF THE BBA.

9.2. PERMITTED ASSIGNMENTS. A MEMBER WHO IS AN INDIVIDUAL MAY, WITHOUT THE PRIOR WRITTEN CONSENT OF THE MANAGERS, ASSIGN THE MEMBERS INTEREST BY GIFT, SALE, INTESTATE SUCCESSION OR THE MEMBERS LAST WILL, TO, BUT ONLY TO, THE MEMBERS SPOUSE AND LINEAL DESCENDANTS (OR ANY COMBINATION OF SUCH INDIVIDUALS). A MEMBER WHO IS AN ENTITY MAY, WITHOUT THE PRIOR WRITTEN CONSENT OF THE MANAGERS, ASSIGN ITS INTEREST TO ITS BENEFICIAL OWNERS OR TO THE SPOUSES AND LINEAL DESCENDANTS (OR ANY COMBINATION OF SUCH INDIVIDUALS). IN ANY CASE, HOWEVER, THE ASSIGNEES SHALL NOT BECOME SUBSTITUTE MEMBERS UNTIL THEY HAVE EXECUTED A COPY AND HAVE AGREED TO BE BOUND BY ALL OF THE PROVISIONS OF THIS AGREEMENT. FOR THIS PURPOSE, A LEGALLY ADOPTED CHILD SHALL BE DEEMED TO BE A LINEAL DESCENDANT OF HIS OR HER ADOPTIVE PARENTS. IN NO EVENT MAY A MEMBER ASSIGN ANY PORTION OF HIS MEMBERSHIP INTEREST TO ANY PERSON WHO IS NOT QUALIFIED TO BE A PARTNER IN A SMALL PARTNERSHIP UNDER THE PARTNERSHIP AUDIT RULES OF THE BBA.

9.3. CONSENT OF SPOUSE.

(A) MARRIED. EACH MEMBER WHO IS AN INDIVIDUAL AND WHO IS MARRIED ("MARRIED MEMBER") REPRESENTS TO THE OTHER MEMBERS AND THE COMPANY THAT, IF THE MARRIED MEMBERS SPOUSE IS NOT A PARTY TO THIS AGREEMENT, THE MARRIED MEMBERS SPOUSE WILL (AND THE MARRIED MEMBER AGREES TO CAUSE THE MARRIED MEMBERS SPOUSE TO) EXECUTE, ACKNOWLEDGE AND DELIVER, AT THE TIME OF THE EXECUTION OF THIS AGREEMENT BY SUCH MEMBER, A CONSENT OF SPOUSE IN THE FORM ATTACHED AS EXHIBIT A, REGARDLESS OF WHETHER THE MARRIED MEMBERS SPOUSE HAS A COMMUNITY PROPERTY OR OTHER INTEREST OR CLAIM IN OR TO THE MARRIED MEMBERS INTEREST. EACH MARRIED MEMBER ACKNOWLEDGES THAT HIS OR HER REPRESENTATIONS AND COVENANTS UNDER THIS SUBSECTION (A) ARE A MATERIAL INDUCEMENT TO THE OTHER MEMBERS ENTERING INTO THIS AGREEMENT OR THE MARRIED MEMBER BECOMING AN ADDITIONAL MEMBER, AS THE CASE MAY BE.

(B) REMARRIED. EACH MEMBER WHO IS AN INDIVIDUAL AND WHO IS NOT MARRIED

BUT WHO SUBSEQUENTLY  
MARRIES, AND EACH MEMBER WHO IS AN INDIVIDUAL AND WHO IS MARRIED BUT  
WHOSE MARRIAGE IS DISSOLVED BY  
ANNULMENT, DIVORCE OR LEGAL SEPARATION AND WHO SUBSEQUENTLY  
MARRIES, (IN EITHER CASE, THE “MARRIED  
MEMBER”), AND IF THE MARRIED MEMBERS SPOUSE IS NOT A PARTY TO THIS  
AGREEMENT, REPRESENTS TO THE  
OTHER MEMBERS THAT THE MARRIED MEMBERS NEW SPOUSE WILL (AND THE  
MARRIED MEMBER AGREES TO CAUSE  
THE MARRIED MEMBERS NEW SPOUSE TO) EXECUTE, ACKNOWLEDGE AND DELIVER,  
WITHIN 10 DAYS AFTER THE  
WEDDING DATE, A CONSENT OF SPOUSE IN THE FORM ATTACHED AS EXHIBIT A,  
REGARDLESS OF WHETHER THE  
MARRIED MEMBERS NEW SPOUSE HAS OR WILL HAVE A COMMUNITY PROPERTY OR  
OTHER INTEREST OR CLAIM IN OR TO  
THE MARRIED MEMBERS INTEREST. EACH MARRIED MEMBER ACKNOWLEDGES THAT  
HIS OR HER REPRESENTATIONS AND  
COVENANTS UNDER THIS SUBSECTION (B) ARE A MATERIAL INDUCEMENT TO THE  
OTHER MEMBERS ENTERING INTO THIS  
AGREEMENT OR THE MARRIED MEMBER BECOMING AN ADDITIONAL MEMBER, AS  
THE CASE MAY BE.

(C) BREACH. IN THE EVENT A MARRIED MEMBER FAILS TIMELY TO DELIVER THE  
CONSENT OF SPOUSE FORM SIGNED  
AND ACKNOWLEDGED BY THE MARRIED MEMBERS SPOUSE AS REQUIRED ABOVE,  
THE MARRIED MEMBER SHALL BE IN  
MATERIAL BREACH OF THIS AGREEMENT.

(D) ASSIGNEE. IN THE EVENT A COURT OF COMPETENT JURISDICTION IN AN  
ANNULMENT, DIVORCE OR LEGAL  
SEPARATION PROCEEDING AWARDS TO THE SPOUSE OF A MARRIED MEMBER ANY  
PART OR ALL OF THE MARRIED  
MEMBERS INTEREST, NOTWITHSTANDING THE PROVISIONS OF ANY CONSENT OF  
SPOUSE SIGNED BY THE MARRIED  
MEMBERS SPOUSE, SUCH SPOUSE SHALL BE AN ASSIGNEE, BUT NOT A SUBSTITUTE  
MEMBER, OF THE COMPANY  
WITH RESPECT TO THE PORTION OF THE MEMBERS INTEREST SO AWARDED TO HIM  
OR HER AND SUCH SPOUSE SHALL BE  
BOUND BY THE TERMS AND PROVISIONS OF THIS AGREEMENT, INCLUDING,  
WITHOUT LIMITATION, THE PROVISIONS OF  
THIS ARTICLE 10.

#### 9.4. RIGHT OF FIRST REFUSAL.

(A) NOTICE OF TRANSFER. IN THE EVENT ANY MEMBER (“SELLING MEMBER”)  
DESIRES TO SELL, EXCHANGE, ASSIGN,  
OR OTHERWISE TRANSFER (“TRANSFER”) ALL OR PART OF THE MEMBERS INTEREST  
AND RECEIVES A BONA FIDE OFFER  
(AS DEFINED BELOW), THE SELLING MEMBER FIRST SHALL GIVE WRITTEN NOTICE TO  
THE OTHER MEMBERS (“REMAINING  
MEMBERS”) OF THE SELLING MEMBERS INTENT TO TRANSFER THE SELLING  
MEMBERS INTEREST OR A PART THEREOF  
(“OFFERED INTEREST”). THERE SHALL BE ATTACHED TO SUCH NOTICE A TRUE AND  
CORRECT COPY OF THE BONA FIDE  
OFFER RECEIVED BY THE SELLING MEMBER. IF THE BONA FIDE OFFER FOR THE  
OFFERED INTEREST IS PART OF OR  
INTEGRATED WITH ANOTHER TRANSACTION OR A LARGER TRANSACTION BETWEEN

THE SELLING MEMBER AND THE OFFEROR,  
THE NOTICE SHALL SEPARATELY STATE THE OFFERED INTEREST INTENDED TO BE  
TRANSFERRED, THE PURCHASE PRICE  
THEREFORE IN CASH AND THE TERMS OF PAYMENT (E.G., WHETHER PAYABLE AT  
THE CLOSING AND/OR INSTALLMENTS).  
THE NOTICE ALSO SHALL SET FORTH THE NAME, ADDRESS AND TELEPHONE  
NUMBER OF THE PROSPECTIVE TRANSFEREE.  
IF THE REMAINING MEMBERS DESIRE TO ELECT TO PURCHASE ALL OF THE OFFERED  
INTEREST, THE SALE AND PURCHASE  
SHALL BE GOVERNED BY SUBSECTIONS (B) THROUGH (E) OF THIS SECTION;  
OTHERWISE, THE PROVISIONS OF  
SUBSECTION (F) OF THIS SECTION SHALL APPLY.

(B) BONA FIDE OFFER. FOR PURPOSES OF THIS SECTION 9.4, A "BONA FIDE OFFER"  
MEANS A LEGALLY ENFORCEABLE  
OFFER IN WRITING TO TRANSFER THE OFFERED INTEREST TO ANY PERSON OR  
PERSONS WHO ARE NOT AN AFFILIATE (AS  
DEFINED BELOW) OF THE SELLING MEMBER PROVIDED ALL CONSIDERATION TO BE  
PAID FOR THE OFFERED INTEREST IS  
PAYABLE IN READILY AVAILABLE U.S. FUNDS. IF THE OFFER RECEIVED BY THE  
SELLING MEMBER IS NOT A BONA FIDE  
OFFER, THE SELLING MEMBER SHALL REJECT IT. FOR PURPOSES OF THIS SECTION  
9.4, A "PERSON" MEANS ANY  
INDIVIDUAL, ESTATE, TRUST, GENERAL PARTNERSHIP, LIMITED PARTNERSHIP,  
LIMITED LIABILITY COMPANY, CORPORATION  
OR OTHER ORGANIZATION OR ASSOCIATION, AND SUCH PERSONS HEIRS, LEGAL  
REPRESENTATIVES, SUCCESSORS AND  
PERMITTED ASSIGNS. FOR PURPOSES OF THIS SECTION 9.4, AN "AFFILIATE" MEANS,  
WITH RESPECT TO ANY PERSON  
("FIRST PERSON"), (I) ANY PERSON DIRECTLY OR INDIRECTLY CONTROLLING,  
CONTROLLED BY OR UNDER COMMON CONTROL  
WITH THE FIRST PERSON, (II) ANY PERSON OWNING OR CONTROLLING 5% OR MORE  
OF THE OUTSTANDING VOTING  
INTEREST OF THE FIRST PERSON, (III) ANY OFFICER, DIRECTOR, MANAGER, GENERAL  
PARTNER OR TRUSTEE OF THE FIRST  
PERSON, (IV) ANY PERSON WHO IS AN OFFICER, DIRECTOR, GENERAL PARTNER,  
MANAGER, TRUSTEE OR HOLDER OF 5% OR  
MORE OF THE VOTING INTEREST OF ANY PERSON DESCRIBED IN CLAUSES (I)  
THROUGH (III) OF THIS SENTENCE, OR (V) A  
MEMBER OF THE FIRST PERSONS FAMILY (AS DEFINED BELOW). FOR PURPOSES OF  
THIS AGREEMENT, THE "FAMILY"  
OF A PERSON WHO IS AN INDIVIDUAL MEANS THE INDIVIDUALS BROTHERS AND  
SISTERS (WHETHER BY THE WHOLE OR  
HALF BLOOD), SPOUSE, FORMER SPOUSE(S), ANCESTORS, AND LINEAL  
DESCENDANTS.

(C) ACCEPTANCE OF OFFER. WITHIN 30 DAYS AFTER THE DATE OF THE SELLING  
MEMBERS WRITTEN NOTICE, THE  
REMAINING MEMBERS MAY, AT THEIR INDIVIDUAL OPTIONS, ELECT TO PURCHASE  
THE OFFERED INTEREST, WITH EACH  
REMAINING MEMBER HAVING THE RIGHT TO PURCHASE SUCH PORTION OF THE  
OFFERED INTEREST AS THE PERCENTAGE  
INTEREST IN THE COMPANY OWNED BY EACH REMAINING MEMBER ON SUCH DATE  
BEARS TO THE TOTAL PERCENTAGE  
INTERESTS IN THE COMPANY OWNED BY ALL OF THE REMAINING MEMBERS ON  
SUCH DATE. HOWEVER, IF ANY

REMAINING MEMBER DOES NOT PURCHASE THE FULL PROPORTIONATE SHARE OF THE OFFERED INTEREST, THE OTHER

REMAINING MEMBERS MAY PURCHASE THE PORTION NOT SO PURCHASED PROPORTIONATELY. THE MANNER IN WHICH

THE REMAINING MEMBERS MAY EXERCISE SUCH OPTION TO PURCHASE IS BY GIVING TIMELY JOINT WRITTEN NOTICE

THEREOF TO THE SELLING MEMBER.

(D) PRICE AND TERMS. THE PURCHASE PRICE AND THE OTHER TERMS OF THE SALE AND PURCHASE SHALL BE THE

SAME AS SET FORTH IN THE BONA FIDE OFFER, AS PROVIDED ABOVE, AND SHALL BE PAID PROPORTIONATELY BY THE

REMAINING MEMBERS WHO ARE PURCHASING THE OFFERED INTEREST.

(E) CLOSING. THE CLOSING OF EACH SUCH SALE AND PURCHASE SHALL TAKE PLACE AT THE OFFICE OF THE COMPANY

ON A DATE MUTUALLY AGREEABLE TO THE SELLING MEMBER AND EACH OF THE REMAINING MEMBERS WHO EXERCISE

THE OPTION, WHICH DATE SHALL BE NOT MORE THAN 90 DAYS AND NOT LESS THAN 45 DAYS FOLLOWING THE DATE OF

THE SELLING MEMBERS WRITTEN NOTICE GIVEN PURSUANT TO SUBSECTION (A) OF THIS SECTION. UPON THE CLOSING,

EACH REMAINING MEMBER WHO EXERCISED THE OPTION SHALL DELIVER TO THE SELLING MEMBER THE

CONSIDERATION REQUIRED BY THE BONA FIDE OFFER, AND THE SELLING MEMBER SHALL DELIVER TO THE RESPECTIVE

REMAINING MEMBERS AN ASSIGNMENT IN SUCH FORM AND SUBSTANCE AS IS SATISFACTORY TO THE MEMBERS WHO

ARE PARTIES TO THE TRANSFER OF THE PERCENTAGE INTEREST BEING PURCHASED BY EACH OF THEM. THE SELLING

MEMBER AND EACH OF THE REMAINING MEMBERS WHO EXERCISE THE OPTION SHALL DELIVER TO EACH OTHER ANY

OTHER INSTRUMENTS REQUIRED BY THE BONA FIDE OFFER.

(F) OFFER NOT ACCEPTED. IF THE REMAINING MEMBERS DO NOT ELECT TO PURCHASE THE ENTIRE OFFERED INTEREST

AS PROVIDED ABOVE, THE SELLING MEMBER MAY MAKE THE TRANSFER TO THE PURCHASER NAMED IN THE WRITTEN

NOTICE GIVEN BY THE SELLING MEMBER AS PROVIDED ABOVE, SUCH TRANSFER TO BE MADE ONLY IN STRICT

ACCORDANCE WITH THE TERMS OF THE BONA FIDE OFFER AS RECEIVED FROM THE PURCHASER AND ATTACHED TO SUCH

WRITTEN NOTICE, AND THEN ONLY WITHIN 120 DAYS AFTER THE DATE OF SUCH WRITTEN NOTICE. IN SUCH EVENT, THE

TRANSFeree AND THE OFFERED INTEREST THAT IS TRANSFERRED SHALL BE SUBJECT TO THE RESTRICTIONS AND

PROVISIONS OF THIS AGREEMENT. HOWEVER, IF THE SELLING MEMBER FAILS TO MAKE SUCH TRANSFER WITHIN THIS

120 DAY PERIOD, THE OFFERED INTEREST AGAIN SHALL BECOME SUBJECT TO ALL OF THE PROVISIONS AND RESTRICTIONS

OF THIS SECTION 9.4. IN ADDITION, ANY PART OF THE SELLING MEMBERS INTEREST IN THE COMPANY THAT IS NOT

TRANSFERRED PURSUANT TO THE BONA FIDE OFFER SHALL CONTINUE TO BE SUBJECT TO THE TERMS, RESTRICTIONS AND

CONDITIONS OF THIS AGREEMENT.

9.5. DEATH OF A MEMBER. UPON THE DEATH OF A MEMBER, THE COMPANY, OR IF THE COMPANY DOES NOT ELECT



TO DO SO, THE REMAINING MEMBERS IN PROPORTION TO THEIR MEMBERSHIP INTERESTS, WILL HAVE THE OPTION TO PURCHASE ALL, BUT NOT LESS THAN ALL, OF THE MEMBERSHIP INTEREST OF THE DECEASED MEMBER. THE COMPANY WILL CAUSE AN APPRAISAL TO BE MADE, AT THE EXPENSE OF THE COMPANY, OF THE VALUE OF THE MEMBERSHIP INTERESTS IN THE COMPANY AS OF THE DATE OF DEATH OF THE DECEASED MEMBER. THE APPRAISAL IS TO BE DONE BY AN INDEPENDENT APPRAISER EXPERIENCED IN THE TYPE OF BUSINESS CONDUCTED BY THE COMPANY. THE APPRAISAL IS TO BE COMPLETED WITHIN 120 DAYS OF THE DEATH OF THE DECEASED MEMBER. UPON RECEIPT BY THE COMPANY OF THE APPRAISAL, THE COMPANY WILL HAVE 90 DAYS WITHIN WHICH TO PURCHASE FROM THE ESTATE OR HEIRS OF THE DECEASED MEMBER, ALL OF THE MEMBERSHIP INTERESTS IN THE COMPANY OWNED BY THE DECEASED MEMBER, FOR CASH, AT THE APPRAISED VALUE OF THAT MEMBERSHIP INTEREST. IF THE COMPANY FAILS OR REFUSES TO DO SO, THE REMAINING MEMBERS WILL HAVE AN ADDITIONAL 30 DAYS WITHIN WHICH TO PURCHASE FROM THE ESTATE OR HEIRS OF THE DECEASED MEMBER, ALL OF THE MEMBERSHIP INTERESTS IN THE COMPANY OWNED BY THE DECEASED MEMBER, FOR CASH, AT THE APPRAISED VALUE OF THAT MEMBERSHIP INTEREST. EACH REMAINING MEMBER MAY PURCHASE HIS PROPORTIONATE SHARE OF THE INTEREST TO BE PURCHASED, BASED ON THE PERCENTAGE INTEREST OF THAT MEMBER TO THE PERCENTAGE INTEREST OF ALL REMAINING MEMBERS. IF THE MEMBERSHIP INTEREST OF THE COMPANY IS NOT PURCHASED IN ACCORDANCE WITH THIS SECTION 9.5, THE MEMBERSHIP INTEREST OF THE COMPANY OWNED BY THE DECEASED MEMBER WILL BE ASSIGNED TO THE HEIRS OR ESTATE OF THE DECEASED MEMBER IN ACCORDANCE WITH SECTION 9.2, AND MAY BE HELD OR DISPOSED OF BY THEM ONLY IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE 9.

9.6. SUBSTITUTED MEMBERS. AN ASSIGNEE OF A MEMBERS INTEREST SHALL BECOME A SUBSTITUTED MEMBER ONLY UPON COMPLIANCE WITH THIS SECTION 9.6. AN ASSIGNEE IN AN ASSIGNMENT PERMITTED BY SECTION 9.2 SHALL BECOME A SUBSTITUTED MEMBER UPON AGREEING TO ALL TERMS OF THIS AGREEMENT BY EXECUTION OF A COPY HEREOF. ANY OTHER ASSIGNEE OF A MEMBERS INTEREST SHALL BECOME A SUBSTITUTED MEMBER ONLY UPON APPROVAL BY UNANIMOUS AGREEMENT OF THE MANAGERS, WHO SHALL ACT IN THEIR SOLE DISCRETION, AND UPON AGREEING TO ALL TERMS OF THIS AGREEMENT BY EXECUTION OF A COPY HEREOF. THE MANAGERS ARE NOT AUTHORIZED TO AND MAY NOT APPROVE THE ASSIGNMENT OF A MEMBERS INTEREST TO ANY PERSON WHO IS NOT QUALIFIED TO BE A PARTNER IN A SMALL PARTNERSHIP UNDER THE PARTNERSHIP AUDIT RULES OF THE BBA. ANY ASSIGNEE OF A MEMBERS INTEREST WHO HAS NOT BECOME A SUBSTITUTED MEMBER MAY NOT PARTICIPATE IN THE MANAGEMENT OF THE BUSINESS AND AFFAIRS OF THE COMPANY AND MAY NOT

EXERCISE THE RIGHTS OF A MEMBER.

AN ASSIGNEE WHO HAS NOT BECOME A SUBSTITUTED MEMBER IS ONLY ENTITLED TO RECEIVE, TO THE EXTENT

ASSIGNED, THE SHARE OF DISTRIBUTIONS, INCLUDING DISTRIBUTIONS

REPRESENTING THE RETURN OF CONTRIBUTIONS,

AND THE ALLOCATION OF PROFITS AND LOSSES, TO WHICH THE ASSIGNOR WOULD OTHERWISE BE ENTITLED WITH RESPECT

TO THE ASSIGNED INTEREST. ANY MEMBER WHO ACQUIRES ADDITIONAL

MEMBERSHIP INTERESTS, EITHER BY TRANSFER

OF THE MEMBERSHIP INTERESTS OF ANOTHER MEMBER, OR BY PURCHASING NEW MEMBERSHIP INTERESTS PURSUANT

TO SECTION 9.7, SHALL BE DEEMED TO HAVE AUTOMATICALLY AGREED TO BE

BOUND BY THE TERMS OF THIS

AGREEMENT WITH RESPECT TO THE ADDITIONAL MEMBERSHIP INTERESTS WITHOUT SIGNING AN ADDITIONAL

COUNTERPART OF THIS AGREEMENT.

9.7. SALE OF MEMBERSHIP INTERESTS. IF THE MANAGERS DEEM IT NECESSARY TO RAISE ADDITIONAL CAPITAL FOR THE

COMPANY, THE MANAGERS MAY INVITE PERSONS TO BECOME MEMBERS IN EXCHANGE FOR CAPITAL CONTRIBUTIONS,

BUT ONLY IF SUCH PERSONS ARE QUALIFIED TO BE PARTNERS IN A SMALL

PARTNERSHIP UNDER THE PARTNERSHIP AUDIT

RULES OF THE BBA. THE AMOUNT OF CAPITAL CONTRIBUTIONS FROM EACH NEW MEMBER AND THE PERCENTAGE OF

MEMBERSHIP INTEREST TO BE GRANTED IN EXCHANGE THEREFOR SHALL BE

DETERMINED BY THE MANAGERS. NO

PERSON SHALL BECOME A NEW MEMBER UNTIL IT HAS EXECUTED A COUNTERPART COPY OF THIS AGREEMENT, AS IT

MAY BE AMENDED FROM TIME TO TIME, AND THEREBY AGREED TO BE BOUND HEREBY.

9.8. EFFECT OF ASSIGNMENT OF MEMBERSHIP INTEREST. A MEMBER REMAINS LIABLE FOR ANY OBLIGATIONS IMPOSED

BY THIS AGREEMENT UNTIL HIS OR HER ENTIRE MEMBERSHIP INTEREST HAS BEEN ASSIGNED TO PERSONS WHO HAVE

BECOME SUBSTITUTED MEMBERS, AT WHICH TIME THE SUBSTITUTED MEMBER BECOMES LIABLE FOR THOSE

OBLIGATIONS AND THE ASSIGNING MEMBER SHALL NO LONGER BE LIABLE. A MEMBER WHO HAS ASSIGNED HIS OR HER

MEMBERSHIP INTEREST IS NOT ENTITLED TO VOTE (AND HIS MEMBERSHIP INTEREST SHALL NOT BE COUNTED AS

OUTSTANDING FOR PURPOSES OF DETERMINING QUORUM AND VOTING) ON ANY MATTERS COMING BEFORE THE

MEMBERS FOR DETERMINATION. THE RIGHT TO VOTE SHALL BE REINSTATED UPON THE MEMBERS ASSIGNEE

BECOMING A SUBSTITUTED MEMBER.

9.9. RIGHT OF TRANSFEREES TO INFORMATION. THE HEIRS AND DEVISEES OF DECEASED MEMBERS, BUT NOT

CREDITORS OR OTHER TRANSFEREES OF MEMBERSHIP INTERESTS, ALSO HAVE THE RIGHTS TO INSPECT AND COPY THE

BOOKS AND RECORDS OF THE COMPANY THAT ARE POSSESSED BY MEMBERS AND MANAGERS OF THE COMPANY.

ARTICLE 10.

DISSOLUTION AND TERMINATION

10.1. DISSOLUTION. THE COMPANY SHALL BE DISSOLVED UPON THE OCCURRENCE OF ANY ONE OF THE FOLLOWING

EVENTS:

(A) THE WRITTEN AGREEMENT OF ALL OF THE MEMBERS;

(B) THE ENTRY OF A DECREE OF DISSOLUTION UNDER THE ACT;

(C) ANY EVENT OF WITHDRAWAL, UNLESS THE BUSINESS OF THE COMPANY IS CONTINUED BY THE CONSENT OF ALL OF

THE REMAINING MEMBERS GIVEN WITHIN 90 DAYS AFTER EVENT OF WITHDRAWAL; OR

AS SOON AS POSSIBLE FOLLOWING THE OCCURRENCE OF ANY OF THE FOREGOING EVENTS CAUSING DISSOLUTION OF THE

COMPANY, AND IF THE COMPANY IS NOT CONTINUED UPON A DISSOLUTION UNDER SUBSECTION (C) OF THIS SECTION,

THE COMPANY SHALL CEASE TO CARRY ON ITS BUSINESS EXCEPT AS MAY BE NECESSARY TO WIND UP ITS AFFAIRS.

HOWEVER, THE COMPANYS EXISTENCE SHALL CONTINUE UNTIL ARTICLES OF TERMINATION HAVE BEEN FILED WITH THE

ARIZONA CORPORATION COMMISSION OR UNTIL A DECREE DISSOLVING THE COMPANY HAS BEEN ENTERED BY A COURT

OF COMPETENT JURISDICTION.

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10.2. WINDING UP. IF THE COMPANY IS DISSOLVED AND ITS BUSINESS IS TO BE WOUND UP, THE MANAGERS SHALL:

(A) SELL OR OTHERWISE LIQUIDATE ALL OF THE COMPANYS ASSETS AS PROMPTLY AS COMMERCIALY AND REASONABLY

PRACTICABLE, EXCEPT TO THE EXTENT THE MANAGER DETERMINES TO AND DOES DISTRIBUTE ANY ASSETS TO THE

MEMBERS IN KIND PURSUANT TO SUBSECTION (E) BELOW;

(B) PAY OR MAKE PROVISIONS FOR THE PAYMENT OF ALL DEBTS AND LIABILITIES OF THE COMPANY (OTHER THAN

LIABILITIES TO MEMBERS), INCLUDING ALL COSTS RELATING TO DISSOLUTION AND WINDING UP OF THE COMPANY AND

THE LIQUIDATION AND DISTRIBUTION OF ITS ASSETS;

(C) ESTABLISH SUCH RESERVES AS THE MANAGERS MAY DEEM APPROPRIATE;

(D) PAY OR MAKE PROVISION FOR THE PAYMENT OF ANY LIABILITIES OF THE COMPANY TO ITS MEMBERS, ON A PRO

RATA BASIS, OTHER THAN ON ACCOUNT OF A MEMBERS INTEREST IN THE CAPITAL OR PROFITS OF THE COMPANY; AND

(E) DISTRIBUTE THE REMAINING ASSETS OF THE COMPANY TO EACH OF THE MEMBERS AND ASSIGNEES IN

ACCORDANCE WITH THEIR POSITIVE CAPITAL ACCOUNTS AFTER TAKING INTO ACCOUNT ALL ADJUSTMENTS TO THE CAPITAL

ACCOUNTS DURING THE FISCAL YEAR IN WHICH DISTRIBUTION OCCURS UNTIL THE CAPITAL ACCOUNTS OF ALL MEMBERS

AND ASSIGNEES HAVE BEEN REDUCED TO ZERO; AND

(F) DISTRIBUTE THE REMAINING ASSETS OF THE COMPANY PRO RATA TO EACH OF THE MEMBERS AND ASSIGNEES IN

PROPORTION TO THEIR PERCENTAGE INTERESTS.

IF ANY OF THE ASSETS OF THE COMPANY ARE TO BE DISTRIBUTED IN KIND, THE NET FAIR MARKET VALUE OF SUCH

ASSETS AS OF THE DATE OF DISSOLUTION SHALL BE DETERMINED BY THE MANAGER

IN THE MANAGERS REASONABLE DISCRETION, EXCEPT IN THE CASE OF ANY REAL PROPERTY THAT IS DISTRIBUTED IN KIND TO THE MEMBERS, THE NET FAIR MARKET VALUE OF SUCH REAL PROPERTY SHALL BE DETERMINED BY THE UNANIMOUS AGREEMENT OF THE MEMBERS OR, IN THE ABSENCE OF SUCH AGREEMENT, BY AN INDEPENDENT APPRAISER SELECTED BY THE MANAGER. ASSETS DISTRIBUTED IN KIND SHALL BE DEEMED TO BE HAVE BEEN SOLD AS OF THE DATE OF DISTRIBUTION FOR THEIR FAIR MARKET VALUE, AND THE CAPITAL ACCOUNTS OF THE MEMBERS SHALL BE ADJUSTED ACCORDINGLY TO REFLECT EACH SUCH DEEMED SALE.

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10.3. RETURN OF CAPITAL. UPON THE LIQUIDATION OF THE COMPANY, IF ANY MEMBER HAS A NEGATIVE OR DEFICIT CAPITAL ACCOUNT BALANCE, AFTER GIVING EFFECT TO ALL CONTRIBUTIONS, ALLOCATIONS AND OTHER ADJUSTMENTS FOR ALL FISCAL YEARS OF THE COMPANY, INCLUDING THE FISCAL YEAR IN WHICH THE LIQUIDATION OCCURS, SUCH MEMBER SHALL HAVE NO OBLIGATION TO MAKE ANY CONTRIBUTION TO THE CAPITAL OF THE COMPANY, AND THE NEGATIVE OR DEFICIT BALANCE OF THE MEMBERS CAPITAL ACCOUNT SHALL NOT BE CONSIDERED A DEBT OWED BY THE MEMBER TO THE COMPANY OR TO ANY OTHER MEMBER OR TO ANY OTHER PERSON FOR ANY PURPOSE WHATSOEVER. EXCEPT AS MAY BE REQUIRED BY LAW TO THE CONTRARY, UPON DISSOLUTION AND LIQUIDATION OF THE COMPANY, EACH MEMBER SHALL LOOK SOLELY TO THE ASSETS OF THE COMPANY FOR THE RETURN OF THE MEMBERS CAPITAL CONTRIBUTION. IN THE EVENT THE ASSETS OF THE COMPANY REMAINING AFTER THE PAYMENT OR PROVISION FOR THE PAYMENT OF ALL DEBTS AND LIABILITIES OF THE COMPANY ARE INSUFFICIENT TO RETURN THE CASH OR OTHER PROPERTY CONTRIBUTED BY ONE OR MORE MEMBERS, SUCH MEMBER OR MEMBERS SHALL HAVE NO RECOURSE AGAINST ANY OTHER MEMBER.

10.4. ARTICLES OF TERMINATION. WHEN ALL DEBTS, LIABILITIES AND OBLIGATIONS OF THE COMPANY HAVE BEEN PAID AND DISCHARGED, OR ADEQUATE PROVISIONS HAVE BEEN MADE THEREFORE, AND ALL OF THE REMAINING PROPERTY AND ASSETS OF THE COMPANY HAVE BEEN DISTRIBUTED TO THE MEMBERS, THE MANAGER SHALL FILE ARTICLES OF TERMINATION WITH THE ARIZONA CORPORATION COMMISSION.

#### ARTICLE 11.

##### ADDITIONAL PROVISIONS

11.1. NO PARTITION. EACH MEMBER IRREVOCABLY WAIVES DURING THE TERM OF THE COMPANY ANY RIGHT THE MEMBER MAY HAVE TO MAINTAIN AN ACTION FOR PARTITION WITH RESPECT TO THE PROPERTY AND ASSETS OF THE COMPANY.

11.2. ADDITIONAL INSTRUMENTS. EACH MEMBER AGREES TO EXECUTE, ACKNOWLEDGE AND DELIVER SUCH OTHER AND FURTHER DOCUMENTS, INSTRUMENTS AND STATEMENTS AS MAY BE NECESSARY TO CARRY OUT THE INTENT AND

PROVISIONS OF THIS AGREEMENT AND TO COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS.

11.3. ATTORNEYS FEES. IF THERE IS ANY ARBITRATION OR COURT PROCEEDING BY OR AMONG THE MEMBERS TO

ENFORCE OR INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHTS ARISING HEREUNDER, THE UNSUCCESSFUL

PARTY IN SUCH PROCEEDING, AS DETERMINED BY THE ARBITRATOR OR JUDGE, SHALL PAY TO THE SUCCESSFUL PARTY, AS

DETERMINED BY THE ARBITRATOR OR JUDGE, ALL COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION ATTORNEYS

FEES AND COSTS, INCURRED BY THE SUCCESSFUL PARTY, SUCH COSTS AND EXPENSES TO BE DETERMINED BY THE

ARBITRATOR OR JUDGE.

11.4. NOTICES. EXCEPT AS OTHERWISE REQUIRED BY LAW, ANY NOTICE REQUIRED OR PERMITTED BY OR TO A MEMBER

OR MANAGER IN THE CAPACITY AS A MEMBER OR MANAGER SHALL BE IN WRITING AND SHALL BE GIVEN BY PERSONAL

DELIVERY, OR BY OVERNIGHT COURIER SERVICE, OR BY DEPOSIT IN THE UNITED STATES CERTIFIED OR REGISTERED MAIL,

RETURN RECEIPT REQUESTED, POSTAGE PREPAID, ADDRESSED TO THE MEMBER OR MANAGER AT ITS LAST KNOWN

ADDRESS OR AT SUCH OTHER ADDRESS OR TO SUCH OTHER PERSON AS A MEMBER OR MANAGER MAY SO DESIGNATE IN

WRITING. NOTICE SHALL BE EFFECTIVE ON THE DATE ON WHICH NOTICE IS DELIVERED IF NOTICE IS GIVEN BY PERSONAL

DELIVERY, ON THE DAY AFTER THE DATE OF DELIVERY TO THE OVERNIGHT COURIER SERVICE IF SUCH A SERVICE IS USED,

AND ON THE THIRD BUSINESS DAY AFTER THE DATE OF DEPOSIT IN THE MAIL, IF MAILED.

11.5. TIME OF ESSENCE. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND OF EACH COVENANT, DUTY AND

OBLIGATION HEREUNDER.

11.6. WAIVER. THE WAIVER BY ANY PARTY OF ANY RIGHT GRANTED TO SUCH PARTY HEREUNDER SHALL NOT BE DEEMED

TO BE A WAIVER OF ANY OTHER RIGHT GRANTED HEREUNDER, AND THE SAME SHALL NOT BE DEEMED TO BE A WAIVER

OF A SUBSEQUENT RIGHT OBTAINED BY REASON OF THE CONTINUATION OF ANY MATTER PREVIOUSLY WAIVED.

11.7. NO THIRD-PARTY BENEFICIARY. NO TERM OR PROVISION OF THIS AGREEMENT OR ANY EXHIBIT HERETO IS

INTENDED TO BE, OR SHALL BE CONSTRUED TO BE, FOR THE BENEFIT OF ANY PERSON OTHER THAN THE MEMBERS AND

MANAGERS, INCLUDING WITHOUT LIMITATION ANY INVESTMENT BANKER, BROKER, AGENT OR CREDITOR, AND NO SUCH

OTHER PERSON SHALL HAVE ANY RIGHT OR CAUSE OF ACTION HEREUNDER.

11.8. SUCCESSORS AND ASSIGNS. SUBJECT TO THE PROVISIONS OF ARTICLE 9, THIS AGREEMENT SHALL BE BINDING

UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES,

SUCCESSORS AND ASSIGNS.

11.9. INCORPORATION BY REFERENCE. ALL EXHIBITS ATTACHED TO THIS AGREEMENT, IF ANY, ARE FULLY INCORPORATED

HEREIN AS THOUGH SET FORTH HEREIN IN FULL.

11.10. ENTIRE AGREEMENT. THIS AGREEMENT SETS FORTH THE ENTIRE

UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE MATTERS SET FORTH HEREIN AS OF THE DATE HEREOF, AND THIS AGREEMENT CAN BE ALTERED OR AMENDED WITH AGREED UPON INTENTION WITH MANUEL RIVAS.

11.11. CONSTRUCTION AND INTERPRETATION. THIS AGREEMENT IS THE RESULT OF NEGOTIATIONS BETWEEN THE PARTIES, AND THE TERMS AND PROVISIONS HEREOF SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THEIR USUAL AND CUSTOMARY MEANINGS. THE CAPTIONS OR HEADINGS OF SECTIONS OR SUBSECTIONS OF THIS AGREEMENT ARE FOR PURPOSES OF REFERENCE ONLY AND SHALL NOT LIMIT OR DEFINE THE MEANING OF ANY PROVISION OF THIS AGREEMENT. THE PARTIES HEREBY WAIVE THE APPLICATION OF ANY RULE OF LAW WHICH OTHERWISE WOULD BE APPLICABLE IN CONNECTION WITH THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT THAT AMBIGUOUS OR CONFLICTING TERMS OR PROVISIONS SHOULD BE INTERPRETED OR CONSTRUED AGAINST THE PARTY WHO (OR WHOSE ATTORNEY) PREPARED THE EXECUTED AGREEMENT OR ANY EARLIER DRAFT OF THE SAME.

11.12. SEVERABILITY. IF ANY PROVISION OF THIS AGREEMENT OR ANY PORTION OF ANY PROVISION OF THIS AGREEMENT SHALL BE DEEMED TO BE INVALID, ILLEGAL OR UNENFORCEABLE, SUCH INVALIDITY, ILLEGALITY OR UNENFORCEABILITY SHALL NOT ALTER THE REMAINING PORTION OF SUCH PROVISION, OR ANY OTHER PROVISION HEREOF, AS EACH PROVISION OF THIS AGREEMENT SHALL BE DEEMED SEVERABLE FROM ALL OTHER PROVISIONS HEREOF.

11.13. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA, WITHOUT THE APPLICATION OF ANY LAW OF CONFLICTS OF LAWS THAT WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

11.14. COMPANY COUNSEL. THE MEMBERS AND THE MANAGER ACKNOWLEDGE THAT SUBLIME LAW, PLLC (THE "FIRM") HAS REPRESENTED THE COMPANY IN CONNECTION WITH THIS AGREEMENT, AND FURTHER AGREE TO WAIVE ANY CONFLICTS IN ACKNOWLEDGEMENT THAT SUCH REPRESENTATION OR ANY OTHER INDIVIDUAL REPRESENTATION OF ANY OF THE OTHER PARTIES IN CONNECTION THEREWITH IS FOR THE BENEFIT OF ALL PARTIES. MOREOVER, IT IS POSSIBLE THAT CONFLICTING MATTERS MAY ARISE THAT REQUIRE YOUR CONSENT. IF SUCH A MATTER ARISES, YOU WILL CONSIDER IN GOOD FAITH CONSENTING TO THE CONFLICT AND YOU ARE FAVORABLY INCLINED TO PROVIDE SUCH CONSENT ABSENT EXCEPTIONAL CIRCUMSTANCES. NOTWITHSTANDING THE FOREGOING, AND CONSISTENT WITH SECTION 7.8, ALL OTHER PARTIES HAVE BEEN URGED TO OBTAIN LEGAL AND TAX ADVICE FROM PROFESSIONALS OF THEIR OWN CHOOSING AND AT THEIR OWN EXPENSE.

11.15. MEDIATION. IF A DISPUTE ARISES OUT OF OR RELATES TO THIS CONTRACT, OR THE BREACH THEREOF, AND IF THE DISPUTE CANNOT BE SETTLED THROUGH NEGOTIATION, THE PARTIES AGREE FIRST TO TRY IN GOOD FAITH TO SETTLE THE

DISPUTE BY MEDIATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL MEDIATION PROCEDURES BEFORE RESORTING TO ARBITRATION, LITIGATION, OR SOME OTHER DISPUTE RESOLUTION PROCEDURE.

11.16. ARBITRATION. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT, OR THE EXECUTION, VALIDITY, INTERPRETATION, IMPLEMENTATION, BREACH OR TERMINATION OF THIS AGREEMENT, WHICH CANNOT BE SETTLED THROUGH MEDIATION AS SET FORTH IN SECTION 11.15

IS TO BE SETTLED BY ARBITRATION. ALL NOTICES IN CONNECTION WITH THE ARBITRATION, INCLUDING THE NOTICE OF ARBITRATION AND THE RESPONSE THERETO, SHALL BE SERVED IN THE SAME MANNER AS PROVIDED FOR NOTICES GENERALLY UNDER THIS AGREEMENT.

(A) ARBITRATOR. THE MEMBERS SHALL AGREE UPON A SINGLE ARBITRATOR. THE ISSUES IN DISPUTE SHALL BE DECIDED BY THE ARBITRATOR, WHOSE DECISION SHALL BE FINAL AND BINDING ON THE ARBITRATING MEMBERS. IF THE MEMBERS FAIL TO AGREE ON A SINGLE ARBITRATOR WITHIN 20 DAYS AFTER NOTICE OF ARBITRATION IS GIVEN, ANY MEMBER MAY PETITION A COURT HAVING JURISDICTION OR THE AMERICAN ARBITRATION ASSOCIATION ("AAA") TO APPOINT THE ARBITRATOR. THE COURT OR AAA SELECTION OF AN ARBITRATOR SHALL BE FINAL AND BINDING UPON THE MEMBERS. THE ARBITRATION IS TO BE CONDUCTED UNDER THE RULES OF THE AAA, BUT NEED NOT BE ADMINISTERED BY THE AAA IF THE PARTIES AGREE OTHERWISE.

(B) HEARING. NO LATER THAN 20 DAYS AFTER THE APPOINTMENT OF THE ARBITRATOR, WHETHER BY THE MEMBERS OR BY A COURT, EACH MEMBER SHALL PRESENT IN WRITING TO THE ARBITRATOR, WITH A COPY TO THE OTHER ARBITRATING MEMBERS, SUCH MEMBERS STATEMENT OF THE ISSUES IN DISPUTE. THE ARBITRATION SHALL TAKE PLACE IN METROPOLITAN PHOENIX, ARIZONA, AS THE ARBITRATOR SHALL DETERMINE (UNLESS OTHERWISE AGREED BY THE ARBITRATING MEMBERS AND THE ARBITRATOR) AT A TIME AND PLACE REASONABLY CONVENIENT FOR THE ARBITRATING MEMBERS AND THE ARBITRATOR IN THE ARBITRATORS DISCRETION. THE ARBITRATOR SHALL HOLD A HEARING AFTER SUCH APPOINTMENT, WHICH HEARING SHALL NOT BE MORE THAN 45 DAYS AFTER SUCH APPOINTMENT, AND NOTICE OF THE HEARING SHALL BE GIVEN BY THE ARBITRATOR TO EACH ARBITRATING MEMBER AT LEAST 20 DAYS PRIOR TO THE HEARING. THE ARBITRATOR MAY ALLOW LIMITED DISCOVERY, IN THE ARBITRATORS DISCRETION, IN WHICH CASE THE HEARING MAY BE POSTPONED FOR UP TO 60 DAYS. EACH ARBITRATING MEMBER SHALL PRESENT SUCH MEMBERS EVIDENCE REGARDING THE MATTERS IN DISPUTE. THE ARBITRATOR SHALL ACCEPT SUCH EVIDENCE, AND MAKE SUCH OTHER INVESTIGATIONS, AS THE ARBITRATOR DEEMS NECESSARY.

(C) DECISION. THE ARBITRATOR SHALL DECIDE THE ISSUES SUBMITTED WITHIN 30 DAYS AFTER ADJOURNMENT OF THE

HEARING. THE DECISION IN THE ARBITRATION SHALL BE IN WRITING AND SHALL BE SIGNED BY THE ARBITRATOR. IF THE MEMBERS SETTLE THE DISPUTE DURING THE COURSE OF ARBITRATION, THE SETTLEMENT SHALL BE APPROVED BY THE ARBITRATOR ON THE REQUEST OF ANY MEMBER AND SHALL THEN BECOME THE AWARD. THE MEMBERS CONSENT TO THE CONCURRENT JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA AND THE SUPERIOR COURT FOR THE STATE OF ARIZONA FOR THE COUNTY OF MARICOPA FOR THE CONFIRMATION OR ENTRY OF JUDGMENT UPON ANY AWARD IN ARBITRATION. AN AWARD IN ARBITRATION OR A JUDGMENT ENTERED UPON AN AWARD IN ARBITRATION MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION.

(D) EQUITABLE RELIEF. THE ARBITRATOR ALSO SHALL HAVE THE POWER AND AUTHORITY TO RENDER EQUITABLE RELIEF, INCLUDING INJUNCTIVE RELIEF. ANY SUCH RELIEF RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A JUDGMENT OR ORDER OF A COURT OF COMPETENT JURISDICTION. HOWEVER, A PARTY MAY FIRST SEEK EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION IN THE EVENT THE COURT BELIEVES THAT, DUE TO THE FOREGOING PROCEDURE AND REQUIREMENTS FOR APPOINTING AN ARBITRATOR, THE CIRCUMSTANCES REQUIRE THAT SUCH RELIEF BE GRANTED PRIOR TO THE PARTIES SELECTION OF AN ARBITRATOR.

(E) COSTS. THE INDIVIDUAL APPOINTED AS ARBITRATOR, BEFORE ACCEPTING THE POSITION OF ARBITRATOR, SHALL SET FORTH THE BASIS FOR ESTABLISHING HIS OR HER FEES FOR THE ARBITRATION. SUCH BASIS SHALL BE ACCORDING TO THE REASONABLE RATES FOR HOURLY FEES CHARGED BY SUCH INDIVIDUALS IN THE NORMAL EXERCISE OF HIS OR HER PROFESSION, BUT MAY NOT EXCEED THE AVERAGE HOURLY RATE CHARGED BY ATTORNEYS OF SUBSTANTIAL EXPERIENCE AND PRESTIGE IN METROPOLITAN PHOENIX, ARIZONA. THE COSTS AND FEES OF ANY ARBITRATION PROCEEDING SHALL BE AWARDED IN THE MANNER PROVIDED BY THE ARBITRATOR.

(F) MANAGER. THE FOREGOING PROVISIONS OF THIS SECTION 11.15 ALSO SHALL APPLY TO ANY SUCH DISPUTE, CONTROVERSY OR CLAIM INVOLVING A MANAGER, IN WHICH CASE THE REFERENCES TO THE "MEMBERS" SHALL INCLUDE THE MANAGER IF HE IS SO INVOLVED AND REFERENCES TO THE "MEMBER" SHALL MEAN THE MANGER IF THE CONTEXT SO REQUIRES.

11.17. CONFIDENTIALITY. THE TERMS AND PROVISIONS OF THIS AGREEMENT AND ALL INFORMATION OBTAINED IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT SHALL BE THE EXCLUSIVE PROPERTY OF THE COMPANY AND SHALL BE MAINTAINED ON A CONFIDENTIAL BASIS. A MEMBER SHALL NOT MAKE ANY DISCLOSURE TO ANY THIRD PARTY OR TO THE PUBLIC, OR GIVE OR PROVIDE FOR ANY PUBLICITY, PRESS RELEASE OR WRITTEN MATERIAL, ANY CONFIDENTIAL INFORMATION INCLUDING THE TERMS OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL CONTINUE TO APPLY TO A PERSON WHO IS NO LONGER A MEMBER OF THE COMPANY. HOWEVER, THIS CONSENT SHALL



NOT APPLY TO A DISCLOSURE:

(A) TO AN ATTORNEY, ACCOUNTANT OR CONSULTANT THAT HAS A BONA FIDE  
NEED TO BE INFORMED;

(B) TO A THIRD PARTY TO WHOM THE DISCLOSING MEMBER INTENDS TO TRANSFER  
THE MEMBERS INTEREST IN

ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT;

(C) TO A GOVERNMENTAL AGENCY WHEN THE DISCLOSING MEMBER BELIEVES IN  
GOOD FAITH SUCH DISCLOSURE IS

REQUIRED BY APPLICABLE LAW, RULES OR REGULATIONS;

(D) TO AN ARBITRATOR APPOINTED UNDER SECTION 11.16; OR

(E) OF INFORMATION WHICH IS NOW OR AT THE TIME OF DISCLOSURE IS PART OF  
THE PUBLIC DOMAIN THROUGH NO FAULT

OF THE DISCLOSING MEMBER.

IN WITNESS WHEREOF, THE MEMBERS AND THE MANAGER HAVE EXECUTED THIS  
AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGED AND AGREED BY

MEMBERS:

MANAGERS:

MANUEL RIVAS

TITLE: MANAGER/MEMBER

EXHIBIT A  
TO  
OPERATING AGREEMENT

MEMBER NAME AND ADDRESS  
CAPITAL CONTRIBUTION  
PERCENTAGE INTEREST

MANUEL RIVAS 100%

ADDRESS: 228 ATWELLS AVENUE PROVIDENCE, RI 02907

BUSINESS INFRASTRUCTURE AND VALUABLE CONSIDERATION.

EXHIBIT B TO OPERATING AGREEMENT

CONSENT OF SPOUSE  
(OPERATING AGREEMENT)

THIS IS A CONSENT AND AGREEMENT TO BE BOUND ("CONSENT OF SPOUSE") AND IS  
MADE BY \_\_\_\_\_

("SPOUSE") TO THE PARTIES TO THAT CERTAIN OPERATING AGREEMENT OF  
\_\_\_\_\_ LLC DATED \_\_\_\_\_, 20\_\_\_\_, AS

AMENDED AND RESTATED FROM TIME TO TIME ("OPERATING AGREEMENT") AND IS  
MADE TO AND IN FAVOR OF

\_\_\_\_\_ ("COMPANY"), AN ARIZONA LIMITED LIABILITY COMPANY, AND  
TO EACH OF THE COMPANYS  
MEMBERS.

1. SPOUSE IS THE SPOUSE OF \_\_\_\_\_ ("OWNER").

2. OWNER IS AN OWNER OF A MEMBERSHIP INTEREST IN THE COMPANY.

3. OWNER IS A PARTY TO THE OPERATING AGREEMENT.

4. SPOUSE ACKNOWLEDGES THAT SPOUSE HAS RECEIVED A COMPLETE PHOTOCOPY  
OF THE OPERATING AGREEMENT

AND HAS HAD A SUFFICIENT PERIOD OF TIME TO READ AND UNDERSTAND THE  
CONTENTS THEREOF.

5. BY SPOUSES EXECUTION AND DELIVERY OF THIS CONSENT OF SPOUSE, SPOUSE  
SIGNIFIES AND RATIFIES SPOUSES

CONSENT, APPROVAL AND AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND  
PROVISIONS OF THE OPERATING  
AGREEMENT.

6. THIS CONSENT OF SPOUSE IS BEING EXECUTED, NOT FOR THE PURPOSE OF  
DETERMINING WHETHER SPOUSE HAS A

COMMUNITY PROPERTY INTEREST OR OTHER INTEREST OR CLAIM IN OR TO  
OWNERS MEMBERSHIP INTEREST IN THE

COMPANY, BUT TO SIGNIFY AND RATIFY SPOUSES CONSENT, APPROVAL AND  
AGREEMENT TO BE BOUND AS PROVIDED

HEREIN AND THEREIN.

7. SPOUSE ACKNOWLEDGES THAT SPOUSES EXECUTION AND DELIVERY OF THIS  
CONSENT OF SPOUSE WAS AN

INDUCEMENT TO SUCH OTHER PARTIES TO THE OPERATING AGREEMENT EITHER  
ENTERING INTO THE OPERATING

AGREEMENT OR ADMITTING OWNER AS A MEMBER OF THE COMPANY.

8. SPOUSE ACKNOWLEDGES THAT SPOUSE HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF SPOUSES CHOOSING AND EXPENSE TO ADVISE SPOUSE CONCERNING THE OPERATING AGREEMENT AND THIS CONSENT OF SPOUSE, INCLUDING WITHOUT LIMITATION SPOUSES RIGHTS AND OBLIGATIONS THEREUNDER AND HEREUNDER.

IN WITNESS WHEREOF, SPOUSE HAS EXECUTED THIS CONSENT OF SPOUSE EFFECTIVE AS OF THE \_\_\_\_ DAY OF \_\_\_\_\_,

20\_\_.

~  
SIGNATURE OF SPOUSE: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ON THIS, THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_,

KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO  
ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

~  
(SEAL AND EXPIRATION DATE)

NOTARY PUBLIC:

#### ARTICLE VII

The limited liability company is to be managed by its \_\_\_\_ Members or X Managers (check one)  
(If managed by Members, go to ARTICLE VIII)

The name and address of each manager (If LLC is managed by Members, DO NOT complete this section):

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
MANAGER	MANUEL RIVAS	56 LENOX AVENUE PROVIDENCE, RI 02907 USA

#### ARTICLE VIII

The date these Articles of Organization are to become effective, not prior to, nor more than 90 days after the filing of these Articles of Organization.

Later Effective Date:

*This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the company, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-16.*

**Signed this 28 Day of December, 2020 at 6:40:27 PM by the Authorized Person.**

MANUEL RIVAS

**Address of Authorized Signer:**  
228 ATWELLS AVENUE

PROVIDENCE, RI 02909

Form No. 400  
Revised 09/07

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