ARTICLES OF ORGANIZATION

OF

Dudley Enterprizes LLC.

For the purpose of forming a limited liability company under the Alabama Limited Liability Company Act, ALABAMA CODE Section 10-12-1 et seq. (1999 Repl.), and any act amendatory thereof, supplementary thereto or substituted therefore (the "Act"), the undersigned does hereby sign and adopt these Articles of Organization (the "Articles"), and, upon the filing for record of these Articles of Organization in the office of the Judge of Probate of the county in which the initial registered office is established under Article IV hereof, the existence of a limited liability company (the "Company"), under the name set forth in Article I hereof, shall commence.

ARTICLE I

NAME

1.1 The name of the Company shall be Dudley Enterprizes LLC.

ARTICLE II

DURATION OF COMPANY

2.1 The period of duration of the Company shall be perpetual; provided, however, that the Company may be sooner dissolved (a) upon the written consent of all members of the Company; (b) as provided in the Operating Agreement between the members of the Company and the Company; or (c) as otherwise provided in the Act.

ARTICLE III

PURPOSES. OBJECTS AND POWERS

3.1 The purposes, objects and powers of the Company are:

(a) To engage in any lawful business act or activity for which a limited liability company may be organized under the laws of the State of Alabama.

(b) Without limiting the scope and generality of the foregoing, to engage in the business of buying, selling, renting and leasing real property, real estate development, and in any other business directly or indirectly related thereto.

(c) To have and to exercise any and all of the powers specifically granted in the Act, none of which shall be deemed to be inconsistent with the nature, character or the object of the Company and none of which are denied to it by these Articles of Organization.

ARTICLE IV

REGISTERED OFFICE AND REGISTERED AGENT

4.1 The location and mailing address of the initial registered office of the Company shall be 5084 Meadowbrook Road Birmingham ,Alabama 35242

4.2 The name of the initial registered agent of the Company at such address shall be *Rufus Dudley 5084 Meadowbrook Road 35242*

Article V

INITIAL MEMBERSHIP OF THE COMPANY

5.1 The names and addresses of the initial members of the Company are as follows:

MEMBER	ADDRESS
Margaret Dudley	*5084 Meadowbrook road Birmingham al 35242*

ARTICLE VI

ADMISSION OF ADDITIONAL MEMBERS

6.1 The member or members of the Company shall have the right to admit additional members to the Company upon the written consent of all of the members of the Company.

ARTICLE VII

ELECTION TO CONTINUE IN BUSINESS WHEN THERE IS NO REMAINING MEMBER

7.1 The Company shall be dissolved and its affairs shall be wound up when there is no remaining member unless either:

(a) The holders of all the financial rights in the Company agree in writing, within ninety (90) days after the cessation of membership of the last member, to continue the legal existence and business of the Company and to appoint one or more new members; or

(b) The legal existence and business of the Company is continued and one or more new members are appointed in the manner stated in the Operating Agreement.

ARTICLE VIII

MANAGEMENT OF THE COMPANY

8.1 Its initial members shall manage the Company.

ARTICLE IX

AMENDMENT OF ARTICLES OF ORGANIZATION

9.1 Any amendment to these Articles of Organization shall be approved by a vote of all of the members of the Company entitled to vote thereon.

ARTICLE X

ORGANIZER OF THE COMPANY

10.1 The name and address of the organizer of the Company is as follows:

Rufus Dudley 5084 Meadowbrook Road 35242

Dated this 13 day of September _____, 2015.

Signature of organizer
Rufus Dudley

ACTION BY UNANIMOUS CONSENT OF THE MEMBERS
OF
Dudley Enterprizes LLC

The undersigned, constituting the only members of T & T Building Co., LLC, hereby acknowledge that the respective initial equity and ownership interest of each of the members of the limited liability company is as follows:

Rufus Dudley	*$10,000*	*100%*

The organizer of the Limited Liability Company is as follows:

Rufus Dudley

Dated this 10 day of September, 2015

Rufus Dudley

OPERATING AGREEMENT

OF

Dudley Enterprizes LLC.

AN ALABAMA LIMITED LIABILITY COMPANY

EFFECTIVE AS OF September 10,2015

THE INTERESTS DESCRIBED AND REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT" OR ANY APPLICABLE STATE SECURITIES LAWS ("STATE ACTS") AND ARE RESTRICTED SECURITIES AS THAT TERM IS DEFINED IN RULE 144 UNDER THE ACT. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR QUALIFICATION UNDER THE ACT AND APPLICABLE STATE ACTS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE ACTS, THE AVAILABILITY OF WHICH IS TO BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY.

THIS Agreement is made and entered into this _10_ day of __SEPTEMBER2015, by and among the Company and each of the Members whose signatures appear on the signature page hereof.

RECITALS:

The Members formed the Company to acquire, own, lease, improve, manage, operate, and dispose of real property, including, but not limited to, real estate development.

A. Articles of Organization DUDLEY Enterprizes LLC. were filed with the Judge of Probate and the Secretary of State on ___SEPTEMBER 12_____ , 2015

B. The parties agree as follows:

ARTICLE 1.
DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein);

1.1 "Act" shall mean the Alabama Limited Liability Company Act, as amended.

1.2 "Adjusted Capital Contributions" shall mean an amount equal to such Equity Owner's Capital Contributions, if any, pursuant to Section 8.1 and Section 8.2, less any Distributions made to such Equity Owner pursuant to 9.4(c).

1.3 "Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

1.4 "Affiliate" shall mean, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Person, (iii) any officer, director, or general partner of such Person, or (iv) any Person who is an officer, director, general partner, trustee, or holder often percent (10%) or more of the voting interests of any Person described in clauses (i) through (iii) of this sentence. For purposes of this definition, the term "controls," "is controlled by," or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

1.5 "Articles of Organization" shall mean the Articles of Organization of the Company as filed with the Judge of Probate and the Secretary of State as the same may be amended from time to time.

1.6 "Capital Account" as of any given date shall mean the Capital Account of each Equity Owner as described in Article 8 and maintained to such date in accordance with this Agreement.

1.7 "Capital Contribution" shall mean any contribution to the capital of the Company in cash or property by an Equity Owner whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this Agreement.

1.8 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to

time.

1.9 "Company" shall mean **Dudley Enterprizes LLC.**

1.10 "Company Property" shall mean all assets (real or personal, tangible or intangible, including cash) of the Company.

1.11 "Deficit Capital Account" shall mean with respect to any Equity Owner, the deficit balance, if any, in such Equity Owner's Capital Account as of the end of the Fiscal Year, after giving effect to the following adjustments:

(a) credit to such Capital Account any amount which such Equity Owner is obligated to restore under Section l.7O4-1(b)(2)(ii)(c) of the Regulations, as well as any addition thereto pursuant to the next to last sentence of Sections 1 .704-2(g)(1) and (i)(5) of the Regulations, after taking into account thereunder any changes during such year in partnership minimum gain (as determined in accordance with Section 1.704-2(d) of the Regulations) and in the minimum gain attributable to any partner nonrecourse debt (as determined under Section 1 .704-2(i)(3) of the Regulations); and

(b) debit to such Capital Account the items described in Sections 1.704-1 (b)(2)(ii)(d)(4), *(5)* and (6) of the Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Regulations Sections 1.704-1 (b)(2)(ii)(d) and 1.704-2, and will be interpreted consistently with those provisions.

1.12 "Depreciation" shall mean, for each Fiscal Year, an amount equal to the depreciation, amortization, or the other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Mangers.

1.13 "Distributable Cash" shall mean all cash, whether revenues or other funds received by the Company, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; and (iii) Reserves.

1.14 "Distribution" shall mean any Transfer of Company Property from the Company to or for the benefit of an Equity Owner by reason of such Equity Owner's ownership of an Economic Interest.

1.15 "Economic Interest" shall mean a Equity Owner's share of one or more of the Profits, Losses and Distributions pursuant to this Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Managers.

1.16 "Economic Interest Owner" shall mean the owner of **an Economic Interest who is not** a Member.

1.17 "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

1.18 "Equity Owner" shall mean an Economic Interest Owner or a Member.

1.19 "Fiscal Year" shall mean the taxable year of the Company as determined under the Code.

1.20 "Gift" shall mean a gift, bequeath, or otherwise transfer for no consideration whether or not by operation of law, except in the case of bankruptcy.

1.21 "Gifting Equity Owner" shall mean any Equity Owner who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Ownership Interest.

1.22 "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by an Equity Owner to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Managers, provided that the initial Gross Asset Values of the assets contributed to the Company pursuant to Section 8.1 hereof shall be as set forth in Exhibit 8.1, and provided further that, if the contributing Member is a Manager, the determination of the fair market value of any other contributed asset shall require the consent of the other Members owning a Majority Interest (determined without regard to the Voting Interest of such contributing Member);

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as reasonably determined by the Managers as of the following times: (i) the acquisition of an additional interest by any new or existing Equity Owner in exchange for more than a de minimis contribution of property (including money); (ii) the Distribution by the Company to an Equity Owner of more than a de minimis amount of property as consideration for an Ownership Interest; and (iii) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the Managers reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the

Equity Owners in the Company;

(c) The Gross Asset Value of any Company asset Distributed to any Equity Owner shall be adjusted to equal the gross fair market value of such asset on the date of Distribution as reasonably determined by the distributee and the Managers, provided that, if the distributee is a Manager, the determination of the fair market value of the Distributed asset shall require the consent of the other Members owning a Majority Interest (determined without regard to the Voting Interest of the distributee Member); and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m) and Section 8.3 and subparagraph (e) under the definition of Profits and Losses; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (d) of this definition to the extent the Managers reasonably determine that an adjustment pursuant to subparagraph (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (a), (b) or (d) of this definition, then such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

1.23 "Majority Interest" shall mean one or more Voting Interest of Members which taken together exceed 50% of the aggregate of all Voting Interests.

1.24 "Managers" shall mean one or more managers. Specifically, "Managers" shall mean and any successor.

1.25 "Member" shall mean each of the parties who executes a counterpart of this Agreement as a Member (an "Initial Member") and each of the parties who may hereafter become Members. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Ownership Interest, as the case may be.

1.26 "Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and such other rights and privileges that the Member may enjoy by being a Member.

1.27 "Profits" and "Losses" shall mean for each taxable year of the Company an amount equal to the Company's net taxable income or loss for such year as determined for federal income tax purposes (including separately stated items) in accordance with the accounting method and rules used by the Company and in accordance with Section 703 of the Code with the following adjustments:

(a) Any items of income, gain, loss and deduction allocated to Equity Owners pursuant to Section 9.2,9.3 or Section 9.13 shall not be taken into account in computing Profits or Losses;

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

(c) Any expenditure of the Company described in Section 705(a)(2)(B) of the Code and not otherwise taken into account in computing Profits and Losses (pursuant to this definition) shall be subtracted from such taxable income or loss;

(d) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (b) or (c) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

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

(f) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year; and

(g) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or Section 743(b) of the Code is required pursuant to Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations to be taken into account in determining Capital Accounts as a result of a Distribution other than in liquidation of an Ownership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses.

1.28 "Ownership Interest" shall mean:

(a) in the case of a Member, the Member's Membership Interest; and

(b) in the case of an Economic Interest Owner, the Economic Interest Owner's Economic Interest.

1.29 "Person" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

1.30 "Regulations" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

1.31 "Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amount reasonably de4ned sufficient by the Managers for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

1.32 "Reorganization" shall mean the merger or conversion of the Company, or a sale or other disposition of assets for the Company, or sale or other disposition of Ownership Interests, or other transaction pursuant to which a Person or Persons acquire all or substantially all of the assets of, or Ownership Interests in, the Company in a single or series of related transactions, including without limitation, a merger or conversion of the Company into a corporation or other entity, whether or not such corporation or other entity has the same owners as the Partnership and whether or not additional capital is contributed to such corporation or other entity; provided, however, that a Reorganization shall not include the merger or conversion of the Company into a general partnership which is not a limited liability partnership.

1.33 "Sale" or "Sell" shall mean a sale, assignment, exchange, or other transfer for consideration, pledge, hypothecation, or grant of a security interest, or change in ownership by reason of the merger, conversion or other transformation in the identity or form of business organization of the owner, regardless of whether such change or transformation is characterized by state law as not changing the identity of the owner.

1.34 "Selling Equity Owner" shall mean any Equity Owner which sells, assigns, or otherwise transfers for consideration all or any portion of its Membership Interest or Economic Interest.

1.35 "Sharing Ratio" shall mean:

Equity Owners	Sharing Ratio
Rufus Dudley	*ceo*

1.36 "State" shall mean the state of Alabama.

1.37 "Secretary of State" shall mean the secretary of state of the State.

1.38 "Transferring Equity Owner" shall mean a Selling Equity Owner and a Gifting Equity Owner.

1.39 "Transfer" shall mean any Sale or Gift.

1.40 "Two-Thirds Interest" shall mean one or more Voting Interests of Members which taken together exceed 66.67% of the aggregate of all Voting Interests.

1.41 "Voting Interest" shall mean:

Members	Voting Interest	
Rufus Dudley	*100%*	*Dudley Enterprizes.llc*

%

1.42 "Unrecovered Losses" shall have the meaning set forth in Section 9.1.

ARTICLE 2.
FORMATION OF COMPANY

2.1 Formation. On September13, 2015, Rufus Dudley organized an Alabama Limited Liability Company pursuant to the Act by executing and delivering Articles **or Organization to** the Secretary of State in accordance with and pursuant to the Act.

2.2 Name. The name of the Company Dudley Enterprizes LLC

2.3 Principal Place of Business. The principal place of business of the Company shall be *5084 Meadowbrook Road Birmingham,Al 35242*. The Company may locate its places of business and registered office at any other place or places as the Managers may from time to time deem advisable.

2.4 Registered Office and Registered Agent. The Company's initial registered office and the name of the registered agent at such address shall be as set forth in the Articles. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary of State pursuant to the Act.

2.5 Term. The Company shall continue in existence until it terminates in accordance with the provisions of this Agreement or the Act.

ARTICLE 3.
BUSINESS OF COMPANY

3.1 Permitted Business. The business of the Company shall be:

(a) To acquire, improve, lease, manage, operate and dispose of real property, including, but not limited to, real estate development, and to accomplish any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets.

(b) To exercise all other powers necessary to or reasonably connected with the Company's business, which may be legally exercised by limited liability companies under the Act.

(c) To engage mall activities necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE 4.
NAMES AND ADDRESSES OF EQUITY OWNERS

The names and addresses of the Initial Members are as set forth on Exhibit 8.1.

The names and addresses of other Equity Owners shall be maintained as provided under Section 9.1.

ARTICLE 5.
RIGHTS AND DUTIES OF MANAGERS

5.1 Management. The business and affairs of the Company shall be managed by its Managers. Except for situations in which the approval of the Members is expressly required by this Agreement or by non-waivable provisions of applicable law, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement or the Act. Unless authorized to do so by this Agreement or by the Managers, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose.

5.2 Number. Tenure and Qualifications. The Company shall initially have one (1) Managers. The number of Managers shall be fixed from time to time by the affirmative vote of Members holding at least a Two-Thirds Interest, but in no instance shall there be less than one Manager. Each Manager shall hold office until such Manager resigns pursuant to Section 5.9 or is removed pursuant to Section 5.10. Managers shall be appointed by the affirmative vote of Members holding at least a Majority Interest. Managers need not be residents of the State or

Members.

5.3 Certain Powers of Managers. Without limiting the generality of Section 5.1, the Managers shall have power and authority, on behalf of the Company:

(a) To acquire property from any Person as the Managers may determine. The fact that a manager or an Equity Owner is directly or indirectly affiliated or connected with any such Person shall not prohibit the Managers from dealing with that Person;

(b) To borrow money for the Company from banks, other lending institutions, the Managers, Equity Owner, or Affiliates of the Managers or Equity Owners on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in Company Property to secure repayment of the borrowed sums, but shall not borrow money on the credit of Rufus Dudley, nor shall the Company look to Rufus Dudley name to sign a personal guarantee;

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own any Company real and/or personal properties in the name of the Company;

(e) To invest any Company funds (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of Company Property; assignments; bills of sale; leases; partnership agreements, operating (or limited liability company) agreements of other limited liability companies; and any other instruments or documents necessary, in the reasonable opinion of the Managers, to the conduct of the business of the Company;

(g) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

(h) To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve;

(i) To execute and file such other instruments, documents and certificates which may from time to time be required by the laws of the State or any other jurisdiction in which the Company shall determine to do business, or any political subdivision or agency thereof, to effectuate, implement, continue and defend the valid existence of the Company;

(j) To cause the Company to be a party to a Reorganization; and

(k) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

5.4 Limitations on Authority. Notwithstanding any other provision of this Agreement, the Managers shall not cause or commit the Company to do any of the following without the express written consent of Members holding a Two-Thirds Interest:

(a) Sell or otherwise dispose of all or substantially all of the Company Property or any Company Property than in the ordinary course of business;

(b) Mortgage, pledge, or grant a security interest (collectively, "pledge") in any Company Property to the extent that the secured indebtedness from such pledge would exceed 100% of its value;

(c) Incur or refinance any indebtedness for money borrowed by the Company, whether secured or unsecured and including any indebtedness for money borrowed from a Member if, after such financing, the aggregate indebtedness of the Company would exceed 100% of the aggregate value of Company Property;

(d) Incur any liability or make any single expenditure or series of related expenditures in an amount exceeding $3,000;

(e) Construct any capital improvements, repairs, alterations or changes involving an amount in excess of $3,000;

(f) Lend money to or guaranty or become surety for the obligations of any Person;

(g) Compromise or settle any claim against or inuring to the benefit of the Company involving an amount in controversy in excess of $3,000; or

(h) Cause the Company to commence a voluntary case as debtor under the United States Bankruptcy Code.

Notwithstanding any other provisions to the contrary, all Managers must unanimously agree before Company debt is incurred.

5.5 Liability for Certain Acts.

(a) The Managers do not, in anyway, guarantee the return of the Equity Owners' Capital Contributions or a profit for the Equity Owners from the operations of the Company.

(b) The Managers 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, or willful misconduct.

5.6 Managers and Members Have No Exclusive Duty to Company. The Managers and Members shall have no exclusive duty to act on behalf of the Company. Each Manager and Member may have other business interests any may engage in other activities in addition to those relating to the Company. Neither the Company nor any Manager shall have any right, by virtue of this Agreement, to share or participate in any other investments or activities of any other Manager or Member. Neither any Manager nor any Equity Owner shall incur any liability to the Company or to any of the Equity Owners as a result of engaging in any other business or venture. ·

5.7 Bank Accounts. The Managers may from time to time open bank accounts in the name of the Company, and the Managers shall be the sole signatory thereon, unless the Managers determine otherwise.

5.8 Indemnity of the Managers. Employees and Other Agents.

(a) The Company shall indemnify each Manager and make advances for expenses to the maximum extent permitted under the Act, except to the extent the claim for which indemnification is sought results from an act or omission for which the Manager may be held liable to the Company or a Member under Section 5.5(b). The Company shall indemnify its employees and other agents who are not Managers to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by Members owning a Majority Interest.

(b) Expenses (including legal fees and expenses) incurred by a Manager in defending any claim, demand, action, suit or proceeding subject to subsection (a) above shall be paid by the Company in advance of the final disposition of such claim, demand, action, suit or proceeding upon receipt of an undertaking (which need not be secured) by or on behalf of the Manager to repay such amount if it shall ultimately be finally determined by a court of competent jurisdiction and not subject to appeal, that the Manager is not entitled to be indemnified by the Company as authorized hereunder.

5.9 Resignation. Any Manager may resign at any time by giving written notice to the Members. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manger who is also an Equity Owner shall not affect the Manger's rights as an Equity Owner.

5.10 Removal. At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time for gross negligence, fraud, deceit or intentional misconduct which had a material adverse effect on the Company, or if the Manager is

adjudicated incompetent by a Court of competent jurisdiction by the affirmative vote of Members holding a Majority Interest determined without regard to any Voting Interest held by the Manager or an Affiliate of the Manager. A Manager may be removed with or without cause at any time by Members holding a Two-Thirds Interest. The removal of a Manager who is also a Member shall result in a withdrawal of a Member, at the option of the Company, and the Company shall buy out the offending Member's Ownership Interest if the Member is withdrawn.

5.11 Vacancies. Any vacancy occurring for any reason in the number of Managers shall be filled by the affirmative vote of Members holding a Majority Interest (determined without regard to any Voting Interest owned by a Manager who was removed pursuant to Section 5.10 during the preceding 24-month period). Any Manager's position to be filled by reason of an increase ifl the number of Managers shall be filled by the affirmative vote of a Majority Interest.

5.12 Compensation. Reimbursement. Organization Expenses.

(a) The compensation of the Managers shall be fixed from time to time by an affirmative vote of Members holding at least a Majority Interest, and no Manager shall be prevented from receiving such compensation by reason of the fact that he is also a Member. No Member shall be entitled to compensation from the company for services rendered to the Company as such. Upon the submission of appropriate documentation each Member shall be reimbursed by the Company for reasonable out-of-pocket expenses incurred on behalf, or at the request of, the Company.

(b) The Managers shall cause the Company to make an appropriate election to treat the expenses incurred by the Company in connection with the formation and organization of the Company to be amortized under the 60-month period beginning with the month in which the Company begins business to the extent that such expenses constitute "organizational expenses" of the Company within the meaning of Code Section 709(b)(2).

5.13 Right to Rely on the Managers.

(a) Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Manager as to:

(1) The identity of any Manager or Equity Owner;

(2) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts on behalf of the Company by any Manager or which are in any other manner germane to the affairs of the Company;

(3) The Persons who are authorized to execute and deliver any instrument or document of the Company; or

(4) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Equity Owner.

ARTICLE 6.
RIGHTS AND OBLIGATIONS OF EQUITY OWNERS

6.1 Limitation of Liability. Except as provided by the non-waivable provisions for the Act and by this Agreement, no Equity Owner shall be liable for an obligation of the Company solely by reason of being or acting as an Equity Owner.

6.2 List of Equity Owners. Upon written request of any Member made in good faith and for a purpose reasonably related to the Member's rights as Member under this Agreement (which reason shall be set forth in the written request), the Manager shall provide a list showing the names, addresses and Ownership Interests of all Equity Owners. Economic Interest Owners shall have no rights to information under this Section 6.2.

6.3 Equity Owners Have No Agency Authority. Except as expressly provided in this Agreement, the Equity Owners (in their capacity as Equity Owners) shall have no agency authority on behalf of the Company.

6.4 Company Books In Accordance with Section 9.9 herein, the Managers shall maintain and preserve, during the term of the Company, and for five *(5)* years after dissolution, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's expense.

6.5 Priority and Return of Capital. Except as may be expressly provided in Article 9, no Equity Owner shall have priority over any other Equity Owner, either as to the return of Capital Contributions or as to Profits, Losses or Distributions; provided that this Section 6.5 shall not apply to loans (as distinguished from Capital Contributions) which an Equity Owner has made to the Company.

ARTICLE 7.
MEETINGS OF MEMBERS

7.1 No Required Meeting. The Members may but shall not be required to hold any annual, periodic or other formal meetings. However, meetings of the Members may be called by any Manager, who is also a Member, or by any Member or Members holding at least 10% of the Voting Interests.

7.2 Place of Meetings. The Member or Members calling the meeting may designate any place within the State as the place of meeting for any meeting of the Members; and Members holding a Two-Thirds Interest may designate any place outside the State as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in the State.

7.3 Notice of Meetings. Except as provided in Section 7.4, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the Member or Members calling the meeting, to each Member entitled to vote at such meeting.

7.4 Meeting of all Members. If all of the Members shall meet at any time and place, either within or outside of the State, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.5 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such Distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 7.5, such determination shall apply to any adjournment thereof.

7.6 Quorum. Members holding at least a Two-Thirds Interest, 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 Voting Interests so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 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 vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Voting Interests whose absence would cause less than a quorum.

7.7 Manner of Acting. If a quorum is present, the affirmative vote of Members holding a Majority Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Articles of Organization, or by this Agreement. Unless otherwise expressly provided herein, Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent may vote or consent upon any such matter and their Voting Interest, vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter is approved by the Members.

7.8 Proxies. At all meetings of Members a Member who is qualified to vote may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers 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.

7.9 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents or approvals describing the action taken and signed by Members holding sufficient Voting Interests, as the case maybe, to approve such action had such action been properly voted on at a duly called meeting of the Members. Action taken under this Section 7.9 is effective when Members with the requisite Interests or Voting Interests, as the case maybe, have signed the consent or approval, 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.

7.10 Waiver of Notice. When any notice is required to be given to any Member, a w4iver 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.

ARTICLE 8.
CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 Members' Capital Contributions. Not later than ten days after each of the parties has executed this Agreement and delivered an executed copy of same to the Managers each Equity Owner shall contribute such amount as is set forth in Exhibit 8.1 hereto as its share of the Initial Capital Contribution.

8.2 Additional Contributions. Except as set forth in Section 8.1, no Equity Owner shall be required to make any Capital Contributions. To the extent unanimously approved by the Managers, from time to time, the Equity Owners may be permitted to make additional Capital Contributions if and to the extent they so desire, and if the Managers determine that such additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification). In such event, the Equity Owners shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions proportionate to their Sharing Ratios.

8.3 Capital Accounts.

(a) A separate Capital Account will be maintained for each Equity Owner. Each Equity Owner's Capital Account will be increased by (1) the amount of money contributed by such Equity Owner to the Company; (2) the fair market value of property contributed by such Equity Owner to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code); (3) allocations to such Equity Owner of Profits; (4) any items in the nature of income and gain which are specially allocated to the Equity Owner pursuant to Sections 9.2 and 9.3; and *(5)* allocations to such Equity Owner of income described in Section 705(a)(l)(B) of the Code. Each Equity Owner's Capital Account will be decreased by (1) the amount of money Distributed to such Equity Owner by the Company; (2) the fair market value of property Distributed to such Equity

Owner by the Company (net of liabilities secured by such Distributed property that such Equity Owner is considered to assume or take subject to under Section 752 of the Code); (3) allocations to such Equity Owner of expenditures described in Section 705(a)(2)(B) of the Code; (4) any items in the nature of deduction and loss that are specially allocated to the Equity Owner pursuant to Section 9.2 and 9.3; and *(5)* allocations to such Equity Owner of Losses.

(b) In the event of a permitted sale or exchange of an Ownership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Ownership Interest in accordance with Section 1.704-1 (b)(2)(iv) of the Regulations.

(c) The manner in which Capital accounts are to be maintained pursuant to this Section 8.3 is intended to comply with the requirements of Section 704(b) of the Code and~the Regulations promulgated thereunder. Win the opinion of the Company's accountants the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 8.3 should be modified in order to comply with Section 704(b) of the Code and the Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provision of this Section 8.3, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Equity Owners.

(d) Upon liquidation of the Company, liquidating Distributions will be made in accordance with the positive Capital Account balances of the Equity Owners, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid in accordance with Section 12.3. The Company may offset damages for breach of this Agreement by an Equity Owner whose interest is liquidated (either upon the withdrawal of the Equity Owner or the liquidation of the Company) against the amount otherwise Distributable to such Equity Owner. Subject to Section 8.1 and 8.2, no Equity Owner shall have any liability to restore all or any portion of a deficit balance in such Equity Owner's Capital Account.

8.4 Withdrawal or Reduction of Equity Owners' Contributions to Capital.

(a) An Equity Owner shall not receive a Distribution out of Company Property and part of its Capital Contribution to the extent such Distribution would violate Section 9.5.

(b) An Equity Owner, irrespective of the nature of its Capital Contribution, does not have the right to demand and receive property other than cash in return for its Capital Contribution.

8.5 Remedies for Non-Payment of Additional Capital Contributions. Failure of any Equity Owner to make full and timely payment to the Company of any additional Capital Contribution properly assessed hereunder shall constitute a breach of this Agreement (and any

such Equity Owner shall be hereinafter referred to as a "Default Equity Owner"). Upon such a breach, the Managers shall promptly give notice (the "Default Notice") to all Equity Owners of: (a) the breach and (b) a Special Meeting to discuss the appropriate course of action. The Equity Owners who timely satisfied their obligation to make the required Additional Capital Contributions (the "Non-Defaulting Equity Owner") may, upon the affirmative vote of Non-Defaulting Equity Owners which are Members holding a majority of the Voting Interests owned by all Non-Defaulting Equity Owners which are Members pursue the following courses of action:

(a) The Non-Defaulting Equity Owners, shall have an option, but no obligation, to loan to the Company within 60 days after the Default Notice is given (the "Loan Decision Period") the amount which the Defaulting Equity Owners have failed to contribute to the Company (proportionate to the ratio of the interest in Profits held by each respective Equity Owner electing to loan funds, divided by the interest in Profits Interests held by all Equity Owners electing to advance funds). The amount that is loaned by any Non-Defaulting Equity Owner shall, at the election of each such Equity Owner (exercised by written notice to the Defaulting Equity Owner and the Company at the time the loan is made), be treated in either of the following manners:

(1) The loan may be treated as a loan to the company, bearing interest at a floating rate equal to five percentage points higher than the prime commercial lending rate in effect from time to time at the principal bank used by the Company for baking and borrowing purposes (the "default rate"), payable out of any funds paid by, or withheld by the Company from, the Defaulting Equity Owner to cure the breach, or at such other time as the Company and the lending Equity Owners may agree. Payments shall be credited first to accrued interest. The promissory note or other loan documentation shall contain such other terms and conditions as mutually agreed by the Company and the lending Equity Owners.

(2) The loan may be treated as a loan to the Defaulting Equity Owner, followed by a contribution of the borrowed funds to the Company by the Defaulting Equity Owner curing the breach in whole or in part. Such a loan shall be payable on demand and bear interest at the default rate provided above. Until the Defaulting Equity Owner's debt to any Non-Defaulting Equity Owners, together with interest thereon, is paid in full, any funds or property which would otherwise be Distributed to the Defaulting Equity Owner from time to time hereunder shall be paid to such Non-Defaulting Equity Owners, according to their respective share of loans (which are treated as loans to the Defaulting Equity Owner). Any such payments shall be deemed to be Distributions to the Defaulting Equity Owner by the Company followed by appropriate payments by the Defaulting Equity Owner to the respective Non-Defaulting Equity Owners. Payments shall be credited first to accrued interest. Payments to Non-Defaulting Equity Owners of loans by them pursuant to either Section *8.5(a)(1)* or 8.5(a)(2) shall be para passu.

(b) If the Non-Defaulting Equity Owners do not make loans pursuant to Section **8.5(a)** in an amount at least equal to the amount which the Defaulting Equity Owner failed to contribute (and the Defaulting Equity Owner has not cured said breach prior to the expiration of the Loan Decision Period), then promptly upon the expiration of the Loan Decision

Period, the

Managers shall give notice (the "Default Purchase Option Notice" as more fully described below) to all of the Equity Owners. The Non-Defaulting Equity Owners shall have the option (but no obligation) for the 60-day period commencing upon date of the Default Purchase Option Notice to purchase all, but not less than all, of a Defaulting Equity Owner's Interest as provided in this Section 8.5(b). The option granted in this Section 8.5(b) (the "Default Purchase Option") shall be exercisable in the following manner and in accordance with the following terms:

(1) The Default Purchase Option Notice shall notify the Non-Defaulting Equity Owners that they have the opportunity to purchase all, but not less than all, of the Ownership Interest owned by the Defaulting Equity Owner "Available Ownership Interest").

(2) A Non-Defaulting Equity Owner wishing to exercise the Default Purchase Option shall so notify (the "Exercise Notice") the Defaulting Equity Owner and the Company with 45 days after the date that the Default Purchase Option Notice is given.

(3) Each Non-Defaulting Equity Owner electing to exercise the Default Purchase Option (each an "Electing Equity Owner" and collectively the "Electing Equity Owners") shall be entitled to purchase a portion of the Available Ownership Interest proportionate to their Sharing Ratios.

(4) The closing for any purchase and sale of the Available Ownership Interest pursuant to Section 8.5(b) shall take place within 90 days after the date that the Default Purchase Option Notice is given. The specific time and place of closing shall be as agreed by the Electing Equity Owners and the Defaulting Member, provided that in the absence of agreement the closing shall take place at the Company's principal office.

(5) The price for the Defaulting Equity Owner's Ownership Interest (the "Default Buyout Price") shall be equal to fifty percent of the Defaulting Equity Owners Capital Account balance as of the last day of the month preceding the month in which the Exercise Notice is given. For purposes of this Section 8.5(b), the Company's independent certified public accountant shall determine the balance in the Defaulting Equity Owner's Capital Account (without regard to any optional adjustments which may, but are not required, to be made for any purpose, including any optional adjustments that may be made in order to reflect the fair market value of company Property), and such determination shall be final for purposes of this Agreement.

(6) Upon any purchase of a Defaulting Equity Owner's Ownership Interest pursuant to this Section 8.5(b), the Default Buyout Price may be paid at closing in immediately available funds, or, in the sole discretion of each Electing Equity Owner, by delivering at closing a note issued by the Electing Members as payment for the portion of the Buyout Price attributable to the portion of the Ownership Interest to be purchased by the Electing Equity Owner. The notes issued as payment for of the Default Buyout Price shall be negotiable

promissory notes of the Company or of each of the Electing Equity Owners, as appropriate, bearing interest per annum at a floating rate one percent point over the prime commercial lending rate in effect from time to time at the Company's bank or any successor thereof Any such notes shall provide for payments of principal and interest in equal consecutive monthly installments over a period of not more than five years from the date of issuance of such note, commencing from the date of issuance of such note.

Any such notes shall be prepayable without penalty, in whole or in part' with prepayments applied to the last installment or installments coming due. Such notes shall provide that if any installment of principal or interest is not paid when due or if suit is brought thereon, the maker will pay all costs of collection, including reasonable attorneys' fees.

(7) After purchasing an Available Ownership Interest, each Electing Equity Owner shall make an additional Capital Contribution to the Company in an amount equal to the proportionate share of the Defaulted Capital Contribution attributable to the portion of the Available Ownership Interest purchase by the Electing Equity Owner.

ARTICLE 9.
ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.1 Allocations of Profits and Losses from Operations. **Except as provided in Section 9.2 and 9.3,** the Profits and Losses for each Fiscal Year will be allocated as follows:

(a) Losses shall be allocated among the Equity Owners in accordance with their relative Sharing Ratios.

(b) Profits shall be allocated as follows:

(i) First, to each Equity Owner which previously has been allocated Losses pursuant to Section 9.1(a) which have not been fully offset by allocations of Income pursuant to this Section 9.1 (b)(i) ("Unrecovered Losses") until the total amount of Profits allocated to each such Equity Owner pursuant to this Section 9.1(b)(i) is equal to the total amount of Losses which have been allocated to such Equity Owner pursuant to Section 9.1(a). Profits allocated pursuant to this Section 9.1(b)(i) shall be allocated to the Equity Owners in proportion to their respective Unrecovered Losses;

(ii) Second, to each Equity Owner an amount equal to the total amount Distributed to such Equity Owner pursuant to Section 9.4(b) proportionate with the total amount Distributed to the Equity Owners pursuant to Section 9.4(b);

(iii) Third, to the Equity Owners in proportion to their Sharing Ratios.

9.2 Special Allocations to Capital Accounts. Notwithstanding Section 9.1 hereof:

(a) In the event any Equity Owner unexpectedly receives any

adjustments, allocations, or distributions described in Sections 1.704-1 (b)(2)(ii)(d)(4), *(5),* or (6) of the Regulations, which create or increase a Deficit Capital Account of such Equity Owner, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially allocated to such Equity Owner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Deficit Capital Account so created as quickly as possible.

It is the intent that this Section 9.2(a) be interpreted to comply with the alternate test for economic effect set forth in Section 1 .704-1(b)(2)(ii)(d) of the Regulations.

(b) The Losses allocated pursuant to Section 9.1 hereof shall not exceed the maximum amount of Losses that can be so allocated without causing any Member to have a Deficit Capital Account at the end of any Fiscal Year. In the event some but not all of the Members would have Deficit Capital Account as a consequence of an allocation of Losses pursuant to Section 9.1 hereof, the limitation set forth in the preceding sentence shall be applied on a Member by Member basis so as to allocate the maximum permissible Losses to each Member under Section 1.704-1(b)(2)(ii)(d) of the Regulations. All Losses in excess of the limitation set forth in this Section 9.2(b) shall be allocated to the Members in proportion to their respective positive Capital Account balances, if any, and thereafter to the Members in accordance with their interests in the Company as determined by the Mangers in their reasonable discretion. In the event any Equity Owner would have a Deficit Capital Account at the end of any Company taxable year which is in excess of the sum of any amount that such Equity Owner is obligated to restore to the Company under Section 1.704-1(b)(2)(ii)(c) of the Regulations and such Equity Owner's share of minimum gain as defined in Section 1 .704-2(g)(l) of the Regulations (which is also treated as an obligation to restore **in** accordance with Section 1.704-1 (b)(2)(ii)(d) of the Regulations), the Capital Account of such Equity Owner shall be specially credited with items of Company income (including gross income) and gain in the amount of such excess as quickly as possible.

(c) Notwithstanding any other provision of this Section 9.2, if there is a net decrease in the Company's minimum gain as defined in Treasury Regulation Section 1.704-2(d) during a Fiscal Year, then, the Capital Accounts of each Equity Owner shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Equity Owner's share of the net decrease in Company minimum gain. This **Section 9.2(c)** is intended to comply with the minimum gain chargeback requirement of Section 1.704-2 of the Regulations and shall be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, if the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Equity Owners and it is not expected that the Company will have sufficient other income to correct that distortion, the Managers may in their discretion (and shall, if requested to do so by a Member) seek to have the Internal Revenue Service waive the minimum gain chargeback requirement in accordance with Treasury Regulation Section 1 .704-2(f)(4).

(d) Notwithstanding any other provision of this Section 9.2 except

Section 9.2(c), if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company Fiscal Year, each Member who had a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt (determined in accordance with Regulation *§1.704-2(i)(5))* as of the beginning of the year shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt. A Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain shall be determined in accordance with Regulation §1 .704-2(i)(4); provided that a Member shall not be subject to this provision to the extent that an exception is provided by Regulation § 1 .704-2(i)(4) and any Revenue Rulings issued with respect thereto. Any Member Nonrecourse Debt Minimum Gain allocated pursuant to this provision shall consist of first, gains recognized from the disposition of Company property subject to the Member Nonrecourse Debt, and second, if necessary, a pro rata portion of the Company's other items of income or gain for that year. This Section 9.2(d) is intended to comply with the minimum gain chargeback requirement in Regulation § 1 0704-2(i)(4) and shall be interpreted consistently therewith.

(e) Items of Company loss, deduction and expenditures described in Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member) nonrecourse deductions under Section 1.704-2(i) of the Regulations shall be allocated to the Equity Owners' Capital Accounts **in** accordance with said Section 12.704-2(i) of the Regulations.

(f) Beginning in the first taxable year in which there are allocations of "nonrecourse deductions" (as described in Section 1.704-2(b) of the Regulations), such deductions shall be allocated to the Equity Owners in the same manner as Loss is allocated for such period.

(g) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code or Section 743(b) of the Code is required pursuant to Section 1.704-1(b)(2)(iv)(m)(2) of the Regulations or Section 1.704-1(b)(2)(iv)(m)(4) of the Regulations to be taken into account in determining Capital Accounts as the result of a Distribution to a Equity Owner in complete liquidation of its Ownership Interest, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Equity Owners in accordance with their interest in the Company in the event Section 1.704-1(b)(2)(iv)(m)(2) of the Regulations applies, or to the Equity Owner to whom such Distribution was made in the event Section 1.704-1(b)(2)(iv)(m)(2) of the Regulations applies.

(h) Any income, gain, loss or deduction realized by the Company as a direct or indirect result of the issuance of an interest in the Company by the Company to an Equity Owner (the "Issuance Items") shall be allocated among the Equity Owners so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Equity Owner shall be equal to the net amount that would have been

allocated to each such Equity Owner if the Issuance Items had not been realized.

9.3 Credit or Charge to Capital Accounts. Any credit or charge to the Capital Accounts of the Equity Owners pursuant to Sections 9.2(a), 9.2(b), 9.2(c) 9.2(d), 9.2(e), 9.2(f) and 9.2(g) ("Regulatory Allocations") hereof shall be taken into account in computing subsequent allocations of Profits and Losses pursuant to **Section 9.1**, so that the net amount of any items charged or credited to Capital Accounts pursuant to Section 9.1 and the Regulatory allocations hereof and this Section 9.3 shall to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Equity Owner pursuant to the provisions of this Article 9 if the special allocations required by the Regulatory Allocations hereof had not occurred.

9.4 Distributions. Except as provided in Sections 8.3(d)(with respect to liquidating Distributions) and *9.5* (with respect to limitations on Distributions), the Managers shall Distribute Distributable Cash to the Equity Owners not less frequently than quarterly as follows:

(a) First, to the Equity Owners in proportion to their Sharing Ratios no later than 10 days prior to the dates that federal estimated quarterly taxes are due for individuals an amount equal to positive remainder, if any, of: (x) the product of [40%] multiplied times the estimated Income allocable to such Equity Owner for the portion of the year ending on the last day of the most recent quarter, minus (y) the sum of all Distributions made to the respective Equity Owners pursuant to this Section 9.4(a) with respect to such Fiscal Year, plus the 40% of any Unrecovered Losses attributable to such Equity Owner as of the first day of the current Fiscal Year.

(b) Second, to the Equity Owners until they have received aggregate Distributions under this Section 9.4(b) equal to the mathematical equivalent of interest at the rate of ten percent simple interest per annum on the balance from time to time of their respective Adjusted Capital Contributions.

(c) Third, to the Equity Owners proportionate with their Adjusted Capital Contributions until the amount of their respective Adjusted Capital Contributions equals zero.

(d) Fourth, to the Equity Owners in accordance with their Sharing Ratios.

All Distributions which, when made, exceed the recipient Equity Owner's basis in that Equity Owner's Ownership Interest shall be considered advances or drawings against the Equity Owner's Distributive share of Income. To the extent it is determined at the end of the Fiscal Year that the recipient Equity Owner has not been allocated Income that equals or exceeds the total of such advances or drawings for such year, such Equity Owner shall be obligated to recontribute any such advances or drawings to the Company. Notwithstanding the foregoing sentence, an Equity Owner will not be required to recontribute advances or drawings to the extent that, on the last day of the Fiscal Year, such Equity Owner's basis in its Ownership Interest in the Company has increased from the time of such advance or drawing.

9.5 Limitation Upon Distributions. No Distribution shall be made if such Distribution would violate the Act.

9.6 Accounting Principles. The profits and losses of the Company shall be determined in accordance with accounting principles applied on a consistent basis using the accrual method of accounting determined by the Managers, unless the Company is required to use a different method of accounting for federal income tax purposes, in which case that method of accounting will be the Company's method of accounting.

9.7 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.

9.8 Loans to Company. Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

9.9 Accounting Period. The Company's accounting period shall be the Fiscal Year.

9.10 Records and Reports. At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company. At a minimum the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known business, residence, or mailing address of each Equity Owner and Manager, both past and present;

(b) A copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) copies of the Company's federal, state, and local income tax returns and reports, if any, for the four most recent years;

(d) Copies of the Company's currently effective written Agreement, copies of any writings permitted or required with respect to an Equity Owner's obligation to contribute cash, property or services, and copies of any financial statements of the Company for the three most recent years;

(e) Minutes of every annual, special meeting and court-ordered meeting;

(f) Any written consents obtained from Members for actions taken by Members without a meeting.

9.11 Returns and other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other

tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Equity Owners within a reasonable time after the end of the Fiscal Year.

All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their sole discretion, provided that the Managers shall make any tax election requested by Members owning a Majority Interest.

9.12 Tax Matters Partner. Any Manager selected by a vote of the Managers, so long as the Manager so selected is also a Member, is hereby designated the Tax Matters Partner (TMP") as defined in Section 6231(a)(7) of the Code. 'The TMP and the other Members shall use their reasonable efforts to comply with the responsibilities outlined in Section 6221 through 6233 of the Code (including any Regulations promulgated thereunder), and in doing so shall incur no liability to any other Members.

9.13 Certain Allocations for Income Tax (But Not Book Capital Account) Purposes.

(a) In accordance with Section 704(c)(1)(A) of the Code and Section 1.704-1 (b)(2)(i)(iv) of the Regulations, if a Member contributes property with an initial Gross Asset Value that differs from its adjusted basis at the time of contribution, income, gain, loss and deductions with respect to the property shall, solely for federal income tax purposes (and not for Capital Account purposes), be allocated among the Equity Owners so as to take account of any variation between the adjusted basis of such property to the Company and its Gross Asset Value at the time of contribution pursuant to the traditional method under Regulation Section 1.704-3(b).

(b) Pursuant to Section 704(c)(1)(B) of the Code, if any contributed property is Distributed by the Company other than to the contributing Equity Owner within seven years of being contributed, then, except as provided in Section 704(c)(2) of the Code, the contributing Equity Owner shall, solely for federal income tax purposes (and not for Capital Account purposes), be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss that would have been allocated to such Equity Owner under Section 704(c)(1)(A) of the Code if the property had been sold at its fair market value at the time of the Distribution.

(c) In the case of any Distribution by the Company to an Equity Owner, such Equity Owner shall, solely for federal income tax purposes (and not for Capital Account purposes), be treated as recognizing gain in an amount equal to the lesser of:

(1) the excess (if any) of(A) the fair market value of the property (other than money) received in the Distribution over (B) the adjusted basis of such Equity Owner's Ownership Interest immediately before the Distribution reduced (but not below zero) by the amount of money received in the Distribution, or

(2) the Net Precontribution Gain (as defined in Section 737(b) of the Code) of the Equity Owner. The Net Precontribution Gain means the net gain (if any) which would have been recognized by the distributee Equity Owner under Section 704(c)(1)(B) of the Code if all property which (1) had been contributed to the Company within seven years of the distribution, and (2)is held by the Company immediately before the Distribution, had been Distributed by the Company to another Equity Owner. If any portion of the property Distributed consists of property which had been contributed by the distributee Equity Owner to the Company, then such property shall not be taken into account under this Section 9.13(c) and shall not be taken into account in determining the amount of the Net Precontribution Gain. If the property Distributed consists of an interest in an Entity, the preceding sentence shall not apply to the extent that the value of such interest is attributable to the property contributed to such Entity after such interest had been contributed to the Company.

(d) All recapture of income tax deductions resulting from sale or disposition of Company property shall be allocated to the Equity Owners to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Equity Owner is allocated any gain from the sale or other disposition of such property.

ARTICLE 10.
TRANSFERABILITY

10.1 General.

(a) Except as otherwise specifically provided herein, no Equity Owner shall have the right to Transfer the Equity Owner's Economic Interest.

(b) Each Equity Owner hereby acknowledges the reasonableness of the restrictions on sale and gift of Ownership Interests imposed by this Agreement in view of the Company purposes and the relationship of the Equity Owners. Accordingly, the restrictions on sale and gift contained herein shall be specifically enforceable.

(c) In the event that any Equity Owner pledges or otherwise encumbers any of its Ownership Interest as security for repayment of a liability, any such pledge or hypothecation shall be made pursuant to a pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all the terms and conditions of this Article 10, and the pledging Equity Owner shall provide notice of such pledge or encumbrance to the Managers.

10.2 Right of First Refusal.

(a) A Selling Equity Owner which desires to sell all or any portion of his

Ownership Interest to a third party purchaser, including a Member, shall obtain from such third party purchaser ("Third Party Purchaser") a bonafied written offer to purchase such interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor ("Third Party Offer"). The Selling Equity Owner shall give written notification ("Notice of Sale") to the Company and each of the other Equity Owners who are Members (the "Remaining Members"), by certified mail or personal delivery, of its intention to so transfer such Ownership Interest (the "Offered Interest"), the Notice of Sale shall be accompanied by a copy of the Third Party Offer. If any portion of the purchase price offered by such third party purchaser consists of consideration other than cash or a promissory note ("Non-cash Consideration"), then: (x) the Notice of Sale also shall be accompanied by a good faith estimate by the Selling Equity Owner of the fair market value of the Non-cash Consideration, and (y) for purposes of Section 10.2(b) and 10.2(c) the purchase price of the Offered Interests (the "Purchase Price") shall be adjusted as follows:

(i) The Purchase Price shall be decreased by the Non-cash Consideration;

(ii) The Purchase Price shall be increased by an amount equal to either (aa) the Selling Equity Owner's good faith estimate of the fair market value of the Non-cash Consideration ("Seller's Estimate") or (bb) in the discretion of the Managers, the appraised fair market value of the Non-cash Consideration determined by an independent appraiser selected by the Managers in their sole discretion. The Managers shall have the sole discretion to choose between the amount determined pursuant to clauses (aa) and (bb) of the subsection 10.2(a)(ii). If the appraised fair market value of the Non-cash Consideration is not determined within 20 days after the Notice of Sale, then the such fair market value shall be equal to the amount of the Seller's Estimate.

(b) The Remaining Members shall have the option ("Buy Option") to purchase all, but not less than all of the Offered Interest, on a basis pro rata to the Sharing Ratios of the Remaining Members exercising such option pursuant to this **Section 10.2(b).** The Buy Option may be exercised by one or more of the Remaining Members by giving written notification ("Buy Notice") to the Selling Equity Owner within thirty (30) days after receiving the Notice of Sale (the "Option Period"). Each Remaining Member which timely gives a Buy Notice ("Buying Member") shall purchase such portion of the Offered Interest which is equal to the relative Sharing Ratios of all of the Buying Members. If there are no Buying Members, the Buy Option shall terminate andat any time within 90 days following the expiration of the Option Period, the Selling Equity Owner shall be entitled to consummate the sale of the Offered Interest to the Third Party Purchaser or one or more of its Affiliates upon terms no less favorable than are set forth in the Third Party Offer.

(c) If there is at least one Buying Member (i) the Buying Members shall designate the time, date and place of closing, provided that the date of closing shall be within thirty (30) days after the receipt of the Buy Notice, and (ii) at the closing, the Buying Members shall purchase, and the Selling Equity Owner shall sell, the Offered Interest for an amount equal to the Purchase Price (as modified in accordance with **Section 1 0.2(a)(i) and (ii))** and in

accordance with such other terms and condition set forth in the Third Party Offer.

(d) A sale of an Offered Interest pursuant to this Section 10.2, shall be subject to Section 10.3 and Section 10.4.

10.3 Transferee Not Member in Absence of Consent.

(a) Except as provided in this Section 10.3(a), if all of the remaining Members do not approve by unanimous written consent of the proposed sale of the Transferring Equity Owner's Ownership Interest to a transferee which is not a Member immediately prior to the sale, then the proposed transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. Such transferee shall be merely an Economic Interest Owner. No transfer of a Member's Membership Interest (including any transfer of the Economic Interest or any other transfer which has not been approved as provided herein) shall be effective unless and until written notice (including the name and address of the proposed, transferee and the date of such transfer) has been provided to the Company and the non-transferring Members.

(b) Upon and contemporaneously with any sale or gift of a Members's Ownership Interest the Transferring Equity Owner shall cease to have any residual rights associated with the Ownership Interest transferred to the transferee.

10.4 Additional Conditions to Recognition of Transferee.

(a) If a Transfening Equity Owner sells or gifts an Ownership Interest to a Person who is not already a Member, as a condition to recognizing one or more of the effectiveness and binding nature of such sale or gift (subject to Section 10.3, above), the remaining Members may require the Transferring Equity Owner and the proposed successor-in-interest to execute, acknowledge and deliver to the Managers such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the Managers may deem necessary or desirable to accomplish any one or more of the following:

(1) constitute such successor-in-interest as an Equity Owner;

(2) confirm that the proposed successor-in-interest as an Econon'ric Interest Owner, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member or will merely be an Economic Interest Owner);

(3) preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;

(4) maintain the status of the company as a partnership for federal tax purposes; and

(5) assure compliance with any applicable state and federal laws including securities laws and regulations.

(b) Any sale or gift of an Ownership Interest and admission of a Member in compliance with this Article 10 shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given. The Transferring Equity Owner hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article 10.

ARTICLE 11.
ISSUANCE OF MEMBERSHIP INTEREST

11.1 Issuance of Additional Membership Interests to New Members. From the date of the formation of the Company, any Person acceptable to all Managers who are Members may become a Member in this Company by the issuance by the Company of Membership Interests for such consideration as the Members by their unanimous votes shall detennine, subject to the terms and conditions of this Agreement.

11.2 Issuance of Additional Membership Interests to Existing Members. From the date of the formation of the Company, the Company may issue additional Membership Interests to one or more existing Members for such consideration as the Members by their unanimous votes shall determine, subject to the terms and conditions of this Agreement.

11.3 Part Year Allocations With Respect to New Members. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. In accordance with the provisions of Section 706(d) of the Code and the Regulations promulgated thereunder, the Managers may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Equity Owner for that portion of the Company's tax year in which an Equity Owner become an Equity Owner.

ARTICLE 12.
DISSOLUTION AND TERMINATION

12.1 Dissolution.

(a) The Company shall be dissolved only upon the unanimous written agreement of all Members.

Notwithstanding anything to the contrary in the Act, the Company shall not be dissolved upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of an Equity Owner.

(b) As soon as possible following the occurrence of any of the events specified in **Section 12.1(a)** effecting the dissolution of the Company, the appropriate representative of the Company shall execute all documents required by the Act at the time of dissolution and file or record such statements with the appropriate officials.

12.2 Effect of Dissolution. Upon dissolution, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until winding up and Distribution is completed.

12.3 Winding Up. Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managers shall:

(1) Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may determine to Distribute in kind any assets to the Equity Owners),

(2) Allocate any Profit or Loss resulting from such sales to the Equity Owners' Capital Accounts in accordance with Article 9 hereof,

(3) Discharge all liabilities of the Company, including liabilities to Equity Owners who are also creditors, to the extent otherwise permitted by law, other than liabilities to Equity Owners for Distributions and the return of capital, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Equity Owners, the amounts of such Reserves shall be deemed to be an expense of the Company),

(4) Distribute the remaining assets to the Equity Owners in accordance with their positive Capital Account balances.

(5) If any 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 independent appraisal or by agreement of the Members.

Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Equity Owners shall be adjusted pursuant to the provisions of Article 9 and Section 8.3 of this Agreement to reflect such deemed sale.

(6) The positive balance (if any) of each Equity Owner's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be Distributed to the Equity Owners, either in cash or in kind, as determined by the Managers, with any assets Distributed in kind being valued for this purpose at their fair market value. Any such Distributions to the Equity Owners in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1 (b)(2)(ii)(b)(2) of the Regulations.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations, if any Equity Owner has a Deficit Capital Account (after giving effect to all contributions, Distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Equity Owner shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Equity Owner to the Company or to any other Person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and Distribution of the assets, the Company shall be deemed terminated.

(e) The Managers shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final Distribution of its assets.

12.4 Filing or Recording Statements. Upon the conclusion of winding up, the appropriate representative of the Company shall execute all documents required by the Act at the time of completion of winding up and file or record such statements with the appropriate officials.

12.5 Return of Contribution Nonrecourse to Other Equity Owners. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Equity Owner shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Equity Owners, such Equity Owners shall have no recourse against any other Equity Owner.

ARTICLE 13.

MISCELLANEOUS PROVISIONS

13.1 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party **or to** an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Equity Owner's and or Company's address, as appropriate, which is set forth in this Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given (i) three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid; and (ii) one day after the date on which the same was hand delivered.

13.2 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for business of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 9.10. The books and records shall be at all times maintained at the principal executive office of the Company and shall be open to reasonable inspection and examination of the Equity Owners or their duly authorized representatives during reasonable business hours.

13.3 Application of State Law. This Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State, and specifically the Act.

13.4 Waiver of Action for Partition. Each Equity Owner irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the Company Property.

13.5 Amendments. This Agreement may be amended only with the written agreement of Members holding a Two-Thirds Interest. No amendment which has been agreed to in accordance with the preceding sentence shall be effective to the extent that such amendment has a Material Adverse Affect upon one or more Equity Owners who did not agree in writing to such amendment. For purposes of the preceding sentence, "Material Adverse Effect" shall mean any modification of the relative rights to Distributions by the Company (including allocations of Profits and Losses which are reflected in the Capital Accounts). Without limiting the generality of the foregoing: (i) an amendment which has a proportionate effect on all Equity Owners (or in the case of a redemption of Ownership Interest, an amendment which has a proportionate effect on all Equity Owners immediately after such redemption or issuance) with respect to their rights to Distributions shall not be deemed to have a Material Adverse Affect on Equity Owners who do not agree in writing to such amendment.

13.6 Execution of Additional Instruments. Each Equity Owner hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

13.7 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.8 Effect of Inconsistencies with the Act. It is the express intention of the Equity Owners and the Company that this Agreement shall be the sole source of agreement among them, and, except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, this Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. The Members and the Company hereby agree that the duties and obligations imposed on the Members as such shall be those set forth in this Agreement, which is indebted to govern the relationship among the Company and the Equity Owners, notwithstanding any provision of the Act or common law to the contrary.

13.9 Headings. Number and Pronouns. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof References in the plural shall also, where the context so requires, be deemed to include the singular, and references in the singular shall also, where the context so requires, be deemed to include the singular. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural as the identity of the Person or Person may require.

13.10 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

13.11 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

13.12 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted bylaw. Without limiting the generality of the foregoing sentence, to the extent any provision of this Agreement is prohibited or ineffective under the act or common law, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act or common law.

13.13 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

13.14 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

13.16 Rule Against Perpetuities. The parties hereto intend that the Rule Against Perpetuities (and any similar rule of law) not be applicable to any provisions of this Agreement. However, notwithstanding anything to the contrary in this Agreement, if any provision in this Agreement would be invalid or unenforceable because of the Rule Against Perpetuities or any similar rule of law but for this **Section 13.16,** the parties hereto hereby agree that any future interest which is created pursuant to said provision shall cease if it is not vested within twenty-one years after the death of the survivor of the group composed of the undersigned individuals and their issue who are living on the date of this Agreement and their issue, if any, who are living on the effective date of this Agreement.

13.17 Power of Attorney. Each Equity Owner hereby irrevocably makes, constitutes and appoints the Managers thereof, with full power of substitution, so long as such Managers are acting in such a capacity (and any successor Manager thereof so long as such Manager is acting in such capacity), its true and lawful attorney, in such Equity Owner's name, place and stead (it is expressly understood and intended that the grant of such power of attorney is coupled with an interest) to make, execute, sign, acknowledge, swear and file with respect to the Company:

(a) all amendments of this Agreement adopted in accordance with the terms hereof;

(b) all papers which the Managers deem necessary or desirable to effect the dissolution and termination of the Company;

(c) all such other instruments, documents and certificates which may from time to time be required by the laws of the State or any other jurisdiction in which the Company shall determine **to do business,** or any political subdivision or agency thereof, to effectuate, implement, continue and defend the valid existence of the Company; and

(d) all instruments, documents and certificates which the Managers deem necessary or desirable in connection with a Reorganization which has been authorized in accordance with the terms of this Agreement.

This power of attorney shall not be affected by and shall survive the bankruptcy, insolvency, death, incompetency, or dissolution of an Equity Owner and shall survive the

delivery of any assignment by the Equity Owner of the whole or any portion of its Ownership Interest. Each Equity Owner hereby releases each Manager from any liability or claim in connection with the exercise of the authority granted pursuant to this power of attorney and in connection with any other action taken by such Manager pursuant to which such Manager purports to act as the attorney-in-fact for one or more Equity Owners if the Manager believed in good faith that such action taken was consistent with the authority granted to it pursuant to this **Section 13.17.**

CERTIFICATE

The undersigned hereby agree, acknowledge and certify that the foregoing Agreement and attached Exhibit constitute the Agreement of Dudley Enterprizes LLC. Rufus Dudley CEO adopted by the Equity Owners as of _September 12,2015_____

Dudley Enterprizes LLC.
By:

XHIBIT 8.1

INITIAL CAPITAL CONTRIBUTIONS]

Name & Address of Initial Member	**Initial Capital Contribution**
Margaret Dudley 5084 Meadowbrook Road Birmingham Al. 35242	$100

20150916000325330 40/41 $158.00
Shelby Cnty Judge of Probate, AL
09/16/2015 03:16:08 PM FILED/CERT

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Dudley Enterprizes LLC

This name reservation is for the exclusive use of Rufus Dudley, 5084 Meadowbrook Road, Birmingham, AL 35242 for a period of one year beginning September 16, 2015 and expiring September 16, 2016

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

September 16, 2015

Date

J H. Merrill

RES701446

John H. Merrill **Secretary of State**