LIMITED LIABILITY COMPANY OPERATING AGREEMENT

of

FAMILY ENTERPRISES GROUP LLC
a Florida limited liability company

This Limited Liability Company Operating Agreement (the "***Agreement***") of **FAMILY ENTERPRISES GROUP LLC** a Florida limited liability company (the "***Company***"), entered into on _____ is by and among the Company and each of the persons executing this Agreement.

ARTICLE 1: DEFINITIONS

1.1 **Scope.** For purposes of this Agreement, unless the language or context clearly indicates that a different meaning is expressed or intended, all capitalized terms used herein have the meanings specified in this Article 1.

1.2 **Defined Terms.**

(a) "***Act***" means the means the Florida Revised Limited Liability Company Act, as the same may be amended from time to time.

(b) "***Affiliate***," means any Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by or is under common control with the Person specified.

(c) "***Agreement***" means this Agreement, including any subsequent amendments thereto.

(d) "***Articles***" means the Articles of Organization filed on February 25, 2021, with the Secretary of State of Florida pursuant to the FRLLCA, as amended or restated.

(e) "***Capital Account***" of a Member means the capital account maintained for such Member. The balance of the Capital Account of a Member, determined as set forth in Section 4.5 below, shall herein be referred to as the "***Capital Account Balance***."

(f) "***Code***" means the Internal Revenue Code of 1986, as amended from time to time.

(g) ***"Capital Contribution***" means anything of value that a Member contributes to the Company as a prerequisite for, or in connection with, membership including (without limitation) any combination of cash, property, services rendered, a promissory note or any other obligation to cash or property or render services.

(h) "***Dissociation***" means a complete termination of a Member's membership in the Company due to an event described in Section 3.5 hereof.

(i) "***Distribution***" means the Company's direct or indirect transfer of money or other property to a Member with respect to a Membership Interest.

(j) ***"Effective Date"*** means he date of formation of the Company.

(k) "***Entity***" means an association, relationship or artificial person through or by means of which an enterprise or activity may be lawfully conducted, including, without limitation, a partnership, trust, limited liability company, corporation, joint venture, cooperative or association.

(l) "***Majority***" means more than Fifty Percent (51%) of the outstanding Membership Interests in the Company.

(m) "***Manager***" means a Person or Persons who are vested with authority to manage the Company in accordance with Article 5 hereof.

(n) "***Member***" or ***"Members"*** means any Person who is admitted as an initial, additional or a substitute Member after the Effective Date, in accordance with Article 3 hereof.

(o) "***Membership Interest***" means a Member's interest in the Company, which consists of the Member's right to share in profits and receive distributions right to participate in the Company's governance, as represented by Units.

(p) "***Percentage Interest***" means the Member's right to share in profits and receive Distributions and is the percentage equal to fraction in which the numerator is the number of the Member's total Units and the denominator is the total number of Units issued by the Company.

(q) "***Person***" means a natural person or an Entity.

(r) "***Profit***," as to a positive amount, and "***Loss***," as to a negative amount, mean, for a Taxable Year, the Company's income or loss for the Taxable Year, as determined in accordance with accounting principles appropriate to the Company's method of accounting and consistently applied.

(s) ***"Purchase Agreement"*** means, with respect to each Member, the agreement to purchase among such Member and the Company and/or Selling Member effecting the purchase of Member's Membership Interest.

(t) "***Regulations***" means proposed, temporary or final regulations promulgated under the Code by the U.S. Department of the Treasury, as amended from time to time.

(u) ***Subscription Agreement***" means, with respect to each Member, the Subscription Agreement and Investor Questionnaire among such Member and the Company effecting the purchase Member's Membership Interest.

(v) ***"Super Majority"*** means more than Seventy Percent (70%) of the outstanding Voting Interests in the Company.

(w) "***Taxable Year***" means the Company's taxable year as determined in Article 6 hereof.

(x) "***Transfer***," has the definition provided in section 3.3(a).

(y) "***Transferee***" means a Person who acquires any Membership Interest by Transfer from a Member, or another Transferee not admitted as a Member in accordance with Article 3 hereof.

(z) ***"Unit or "Units"*** means a Member's ownership interest in the Company entitling the holder to a share of the Company's profits and losses, distributions, and voting rights. The total number of Membership Units a Member holds determines their overall Membership Interest in the Company.

ARTICLE 2: THE COMPANY

2.1 **Status.** The Company is a limited liability company organized in the state of Florida under the Act.

2.2 **Name.** The name of the Company is FAMILY ENTERPRISES GROUP LLC.

2.3 **Term.** The Company's existence as a limited liability company commenced on February 25, 2021, and continue until dissolved herein pursuant to Article 7 below, unless sooner dissolved or terminated under the Act, the Code and Regulations, or as otherwise described herein.

2.4 **Purpose.** The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the Act; provided that, subject to the foregoing, the Company presently intends to raise money through the offering of Membership Interests (the "***Offering***") in order to facilitate financing of capital needed to fund, invest, develop, construct, manage, finance, and otherwise operate its business.

2.5 **Principal Place of Business.** The Company's principal place of business is located at 542 SE Majestic Terr., Port St. Lucie, Florida 34983. The Company may change its principal place of business at any time for any reason (or no reason).

2.6 **Registered Agent and Registered Office.** The Company's registered office in the State of Florida is located at 542 SE Majestic Terr., Port St. Lucie, Florida 34983, and its registered agent at that location is Antonio Rondeau. The Company may change its registered agent or registered office at any time for any reason (or no reason).

ARTICLE 3: MEMBERSHIP

3.1 Capitalization.

(a) The Parties recognize and agree that, as of the date hereof, the authorized capital Units of the Company consists of _____ Units of Membership Interests, and of those Units, _____ are issued and owned by the Members in the proportionate Units set forth on Exhibit A.

(b) All Members recognize and confirm that Antonio Rondeau has received and is the owner of 5% of the authorized Units of the Company, which Units are included in the _____ Units already issued. The Members further recognize and agree that this 5% Membership Interest has been paid and distributed to Antonio Rondeau for conceptualizing the business plan of the Company, organizing and forming the Company, and bringing about this venture to the Members. Antonio Rondeau's 5% interest is in addition to any Units he may have acquired or shall acquire in the future by purchasing additional Units.

(c) Additional and Substitute Members. The Company may admit additional or substitute Members with the sole approval of the Managers. Except as set forth herein, the Managers may withhold approval of the admission of any Person for any or no reason. The Managers will not permit any Person to become a member until such Person has agreed to be bound by all the provisions of this Operating Agreement as amended as of the date of the proposed admission and has delivered to the Company a completed Subscription Agreement along with their Capital Contribution (as defined below).

(d) Rights of Additional or Substitute Members. A Person admitted as an additional or substitute Member has all the rights and powers and is subject to all the restrictions and obligations of a Member under this Agreement and the Act.

3.2 **Capital Commitment.**

(a) Capital Contributions. The Members' Capital Contributions shall be accepted by the Company pursuant to this Agreement and the Member's Subscription Agreement in an amount as reflected in each Member's Subscription Agreement and as reflected on Exhibit A attached hereto.

(b) Additional Capital Contributions. The Members may be required to make additional Capital Contributions.

(c) Purchase Price. Each Member's Capital Contribution shall equal the purchase price of such Membership Interests. For a Member (or any successor Member) who acquires Membership Interests from a

predecessor Member under this Agreement, the successor Member's original Capital Contribution shall be deemed to equal that of the Member who acquired each Membership Interest that is transferred to the successor Member.

(d) Subscription Agreement. Each Member who executes a Subscription Agreement shall contribute capital to the Company as provided in their respective Subscription Agreement. Unless otherwise agreed to, each Member's Capital Contribution will be credited as a capital contribution on the date their Subscription Agreement is accepted by the Company. All capital contributions from the Members shall be made to the Company by wire transfer of federal or other immediately available United States funds.

(e) Contributions Not Interest Bearing. A Member is not entitled to interest or other compensation with respect to any cash or property the Member contributes to the Company.

3.3 **Restrictions on Transfer.**

(a) Restrictions on Transfer. Except as specifically herein provided with the prior written consent of a majority of the remaining Members, no Member may sell, assign, transfer, pledge, hypothecate or otherwise encumber or dispose of (any such action being herein referred to as a "Transfer") including but not limited to any such Transfer intended as a gift or otherwise without consideration, all or any portion of his or her Units of the Company to a person or transferee other than a person who already is a Member hereunder and as such is a party hereto.

(b) Null and Void. An attempted Transfer of all or a portion of a Membership Interest that is not in compliance with this Article will be null and void. No Membership Interest may be transferred if, in the judgment of the Board of Managers, a transfer would jeopardize the availability of exemptions from the registration requirements of federal securities laws, jeopardize the tax status of the Company as a limited liability company or, cause a termination of the Company for federal income tax purposes.

(c) Securities Regulations. It is understood by the Member that:

1. The Membership Interests have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided for under Section 4(a)(2) and Regulation D thereunder.

2. There is no public market for Membership Interests, and none is expected to develop in the future. Even if a potential buyer could be found, Membership Interests may not be resold or transferred without satisfying certain conditions designed to comply with applicable tax and securities laws, including, without limitation, provisions of the Act, Rule 144 thereunder, and the requirement that certain legal opinions be provided to the Managers with respect to such matters. A transferee must meet the same investor qualifications as the Members admitted during the Offering Period. Any potential buyer must be capable of bearing the economic risks of this investment with the understanding that Membership Interests may not be liquidated by resale or redemption and should expect to hold their Membership Interests as a long-term investment.

3. A legend will be placed upon all instruments evidencing ownership of Membership Interests in the Company stating that the Membership Interests have not been registered under the Securities Act of 1933, as amended, and set forth the foregoing limitations on resale. Notations regarding these limitations shall be made in the appropriate records of the Company with respect to all Membership Interests offered hereby. Any Member who transfers, upon the Managers' consent, any Membership Interests to another Person shall, subject to the sole and absolute discretion of the Managers, pay the Company a reasonable transfer fee to cover administrative costs related thereto. If a Member transfers Membership Interests to more than one person, except transferees who will hold title together, the transfer to each person will be considered a separate transfer.

4. In the event of a Transfer as permitted by this Agreement, the Transfer may not take effect until the Company is reasonably satisfied that all of the following conditions are met:

i. the conditions listed above have been met.

ii. the Transferee is a person with the same qualifications as the original Member;

iii. the Transfer, alone or in combination with other Transfers, will not result in the Company's termination for federal income tax purposes.

iv. the Transfer is the subject of an effective registration under, or exempt from the registration requirements of, applicable state and federal securities laws.

v. the Company receives from the Transferee the information and agreements reasonably required to permit it to file federal and state income tax returns and reports.

3.4 Transfers to Third Parties; Right of First Refusal

(a) Board of Managers. If any Member shall receive in writing from a third party a bona fide offer to purchase for cash all, but not less than all, of such Member's Units of the Company and such Member (the "Selling Member") wishes to accept such offer he shall, within 30 days after the receipt of such offer give written notice thereof (the "Notice of Offer"), accompanied by a copy of such Offer, to those Members who are on the Company's Board of Managers who, may, within 60 days after the receipt of the Notice of Offer elect to purchase, pro rata, according to respective Units owned, all, but not less than all of those Units either (i) at the same price and on the same terms as set forth in the Notice of Offer; or (ii) at a purchase price equal to the same purchase price which would have been paid upon the death of the Selling Member and on the payment terms set forth in this Agreement, whichever of those Members shall deem to be more favorable to their interests.

(b) Other Members and the Company. If the members of the Board of Managers elect not to exercise their right to purchase the Selling Member's Units, the same rights to purchase such Units shall pass to the remaining Members of the Company, which remaining Members may within 15 days after the expiration of the right of first refusal of the Board of Managers, elect to purchase all but not less than all of such Units offered for sale on the same alternative basis as is herein set forth. If those remaining Members elect not to exercise their right to purchase those Units, the same rights to purchase such Units shall pass to the Company to be exercised, it at all, within 15 days after the remaining Members' rights to purchase such Units shall have expired. In such event, all decisions to be made and actions to be taken by the Company shall be made and taken by officers, Managers and Members other than the Selling Member. Such right of election shall be exercised by written notice given to the Selling Member. If for any reason the Company also fails to purchase all of said Units offered hereunder, the subject Units shall then be free from the restrictions of this Paragraph. If the Selling Member has not disposed of all of his Units within 60 days after the rights of all of the offerees hereunder have expired, he shall be obligated to offer all such Units to Company and/or remaining Members in accordance with the terms and conditions of this Section 3.4 before he may thereafter transfer or dispose of such Units.

(c) If the said rights of election to purchase Units are not exercised by either the Company or the remaining Members in accordance with this Section 3.4, and the subject Units are sold pursuant to the Notice of Offer, such Units shall nevertheless remain subject to all of the provisions of this Agreement. In such event, all transferees of such Units shall be deemed Members for purposes of this Agreement upon that transferee's execution of a counterpart of it. If any transferee fails to execute a copy hereof within 10 days after any request by the Company, such refusal or failure shall be deemed an offer by such transferee to sell all of his or her Units to the Company, or those Members willing to purchase such Units pursuant to the priority schedule set forth in subparagraphs (a) and (b) above, at a price equal to One-Third (1/3) of the value of such Units, on the date of such request as defined in Section 3.6 hereof. Further, until a copy of this Agreement is executed by the transferee, that transferee shall have no voting rights with respect to such Units and shall contribute as additional capital to the Company without the issuance of any additional Units therefor any and all dividend or other distributions of the Company with respect to such Units.

(d) In the event Company and/or the remaining Members exercise the rights of election set forth in this Section 3.4, and purchase all of the Units of the offeror, until full payment is made for such Units, all provisions of Article 3, inclusive, of this Agreement shall be fully applicable with respect to such transaction.

3.5 Obligation and/or Option to Purchase Units Upon Death

(a) Whenever a Member dies, the remaining Members shall have the obligation to purchase the Units of such deceased Member on a pro rata basis and pursuant to the same priority schedule set forth in subparagraphs (a) and (b) above. Upon such death as the case may be, it shall be the duty of the Member's Personal Representative to give prompt notice thereof in writing to the remaining Members and the Company. The remaining Members having the obligation to purchase Units, shall complete such purchase within the applicable time period set forth in Section 3.6 hereof. Delay or failure to provide the required notice shall not affect the obligation of the remaining Members to purchase such Units but shall only extend the time within which such purchase of Units shall be made.

(b) The price for all Units to be purchased pursuant to the provisions of this Section 3.5 shall be the respective Agreed Value of such Units on the date of such death, or effective Date of Disability, as the case may be, as computed in accordance with the provisions of subparagraph (c) hereof.

(c)

(i) The price for all Units purchased pursuant to the provisions of Section 3.5 hereof shall be the respective agreed value of such Units on the date of the Member's death (the "Valuation Date").

(ii) The respective agreed value of each Unit of the Company, for purposes of this Section 3.5 and other provisions of this Agreement, shall be the pro rata value of the Units based upon the aggregate agreed value of all issued and outstanding Units of the Company determined by unanimous written agreement of the Members or as set forth herein. The agreed value of the aggregate Units of the Company as of the effective date of this Agreement is $ _____.

(iii) The Members shall, within 90 days after the close of each fiscal year of the Company, unanimously agree on such an agreed value to be used during the ensuing fiscal year or until a new agreed value is unanimously agreed upon. If an agreed value has not been set within the 90-day period, then for purposes of this Section 3.5, (A) the agreed value of any and all Units of the Company shall be equal to the previous agreed value plus or minus the increase or decrease, as the case may be, of the net book value of the Company from the last day of the Company's fiscal year immediately preceding the date on which such most recent agreed value had been set until the last day of the Company's fiscal year immediately preceding the date of such death. Anything herein contained to the contrary notwithstanding, in no event shall the agreed value of the aggregate Units of the Company be less than the aggregate amount of $1,000.00. For purposes of this Agreement, the most recent agreed value shall be deemed to have been set and approved by the Members as of the effective date of this Agreement so that if the death of a Member occurs during the remainder of 2024 without any subsequent agreement as to an alternative value, the agreed value set forth herein shall continue to be applicable. For purposes hereof, the term "Net Book Value" shall mean the aggregate assets minus the aggregate liabilities appearing on the book and records of the Company as of any date determined through the use of the same method of accounting as is employed by the Company in connection with the preparation and filing of its Federal Income Tax Returns, all on a basis consistent with that used in prior periods, as determined by and in the sole discretion of the independent accountant then engaged by the Company. All determinations made by such independent accountant then engaged by the Company shall be binding and conclusive upon the Company, and all other persons and/or parties having any direct or indirect interest in such transaction.

(d) All prior agreements and amendments to this Agreement, whether written, oral or in any other form, providing for valuations or Units of the Company, to the extent inconsistent herewith, are null and void.

(e) Notwithstanding any other provisions of this Agreement, it is hereby specifically agreed that if at any time any policies of life or disability insurance used to fund one or more buy-out arrangements hereunder, all in accordance with the provisions of Section 4.6 hereof, become owned by the Company instead of one or more of the Members then, to the extent of the face amount of such life or disability insurance policies payable upon the death or disability of a Member, the Company shall have the obligation to purchase the number of Units which can be purchased by such face amount of insurance at the applicable price per share provided hereunder, and all obligations of one or more remaining Members to effect any such purchase shall relate only to the excess Units of such disabled or deceased Member not subject to such purchase obligation of the Company.

3.6 Payment of Purchase Price

(a) Upon the death, or Date of Disability of a Member employee, and in the further event that one or more remaining Members, or the Company, or the Trustee (defined herein) is entitled to receive proceeds of Buy-out Insurance upon such death or effective Date of Disability pursuant to this Agreement, then each purchaser of such Units shall make payment therefor as follows:

(i) There shall be an initial payment equal to the aggregate face amount of all such insurance, payable to the surviving Member or Members, or the Trustee upon the death or effective Date of Disability of a Member, and such down payment shall be made to the Seller as follows:

(A) If the Seller is the Estate of a deceased Member then the closing and down payment shall be within 10 days after the receipt of such insurance proceeds or within 60 days after the appointment and qualification of the personal representative of a deceased Member, whichever shall last occur; or

(B) If the Seller is a disabled Member, then the closing and down payment shall be within 30 days after the Effective Date of Disability or the receipt of such insurance proceeds, whichever shall first occur.

(ii) The payment of the balance of the purchase price, if any, shall be made in 60 equal monthly installments of principal beginning One month after the date of the making of the down payment, and said unpaid balance shall bear interest at the rate of Nine Percent (9%) per annum which accrued interest shall be paid with each installment payment of principal; provided, however, that in no event shall each such monthly payment of principal be either less than $1,000 or more than $1,500, and the amount of each monthly installment and the number of installments shall be adjusted accordingly to comply with said minimum and maximum limitations.

(iii) If all or any portion of the purchase price of the Units of a disabled Member is to be funded and/or paid by means of disability buy-out insurance, and in the further event that the payments of such disability Buy-out Insurance are to be made over a period of several months instead of in a single lump sum, such monthly payments of such disability buy-out insurance proceeds nevertheless shall constitute the down payment of the purchase price for purposes of this Section 3.6 without any adjustment in the purchase price and without any additional interest charges; and the down payment otherwise required hereunder shall be paid, without any additional interest, over the same period of months and in the same respective amounts as such monthly payments of insurance proceeds.

(b) If the payment for Units is not being made pursuant to the provisions of subparagraph (a) of this Section 3.6, then upon the death of a Member, payment shall be made as follows:

(i) There shall be an initial payment of a sum equal to 20% of the aggregate purchase price for such Units, but in no event less than either $10,000 or the entire purchase price, whichever shall be less, and such down payment shall be made within 60 days after the appointment and qualification of the personal representative of a deceased Member; and

(ii) The balance of the purchase price shall be paid in 40 equal successive quarter-annual installments beginning Three months after the date of death; provided, however, that in no event shall each quarter-annual installment payment of principal be either less than $3,000 or more than $4,500, and the amount of each quarter-annual installment and the number of such installments shall be adjusted accordingly to comply with said minimum and maximum limitations. Accrued interest on the unpaid principal balance, at the rate of 9% per annum, shall be paid with each quarter annual installment of principal.

(c) All installment obligations for the payment of the balance of the purchase price hereunder shall be evidenced by a negotiable promissory note, in the form attached hereto as Exhibit C (including the provisions of that form relating to waiver of demand and protest, acceleration in the event of default, deferred interest payments calculated at the then maximum legal rate of interest, and reimbursement for all collection and attorney's fees in the event of a default), executed jointly and severally by all purchasers of such Units and their spouses (and if such purchaser is Company, the note shall be personally endorsed and guaranteed by the remaining Members and their spouses). Such note shall be delivered to the Selling Member, or personal representative, simultaneously with the down payment, and a receipted copy thereof shall be delivered to the Trustee.

(d) Anything in this Section 3.6 to the contrary notwithstanding, in the event that the Company is dissolved and/or liquidated, more than 50% of its assets are sold, or more than 50% of the number of Units of the Company owned by the remaining Members are sold, transferred or disposed of in any manner within One year after the purchase of Units from a disabled or deceased Member, then, in any such event, such disabled Member or the Personal Representatives of the deceased Member, as the case may be, may, at their option, exercised by written notice to the purchasing Member, declare the disabled or deceased Member's sale of Units to the remaining Members void, receive his or their pro rata Units of the proceeds from any such sale, transfer or disposition upon any of the foregoing events, and treat all payments theretofore received by such Seller as a credit toward such pro rata share of proceeds. Such option shall be exercised, if at all, within 30 days from the receipt of notice of any of the foregoing events by such disabled Member or Personal Representatives.

(e) If, upon the purchase of Units of a deceased or disabled Member by a remaining Member pursuant to this Agreement, such deceased or disabled Member shall, at such time, be a personal guarantor on any one or more obligations of the Company, then Company and/or all purchasing Members shall use its or their best efforts to cause such disabled Member, or the heirs, personal representatives, successors and assigns of such a deceased Member to be relieved of any and all obligations by virtue of all such personal guarantees. If Company and/or the purchasing Members are unable to obtain such release of guarantee in full, then Company and the purchasing Members and their respective spouses hereby jointly and severally indemnify such disabled Member and hold the Member, and the heirs, personal representatives, successors and/or assigns of a deceased Member and hold them harmless from any and all claims, demands, actions, suits, debts, liabilities and obligations of every nature and description arising, directly or indirectly, by virtue of any and all such personal guarantees, including, but not limited to, attorney's fees and collection costs. In addition, if the spouse of such disabled or deceased Member is also a personal guarantor of any and all such obligations of the Company, then the provisions of this subparagraph (e) relating to release and indemnification shall fully apply to, and be fully effective regarding, such spouse.

(f) If the remaining Members have purchased the Units of a disabled Member pursuant to this Agreement, and if, during the payout period thereof, the Selling Member dies, and, if upon such death the Trustee and/or the remaining Members shall receive proceeds of life insurance payable upon such death, then the entire face amount of all such life insurance policies shall, to the extent of the then unpaid balance of the purchase price hereunder, be paid to the personal representatives of the Selling Member. Such payments shall be deemed to be an acceleration of the last installments due and if any portion of the purchase price remains unpaid, installment payments shall continue without interruption until the balance is paid in full. To the extent that the life insurance proceeds exceed the then unpaid balance of the purchase price hereunder, such excess of proceeds shall be paid to the owners of such life insurance policies, pro rata according to the respective face amounts of such policies.

(g) If a deceased or disabled Member at the time of his sale of Units to Company and/or a remaining Member owes any monies or other obligations to Company, then the amount of all such debts shall be deducted from the down payment of the purchase price due in accordance with the provisions of this Paragraph 10, and to the extent any and all such debts exceed the amount of such down payment, shall be deducted from the next succeeding installment payments of principal due on the purchase price hereunder until all such debts have been repaid in full.

(h) If at the time the Units of a deceased or disabled Member are purchased in accordance with the provisions of Paragraph 9 hereof the Company is indebted to such Member, and if a Member and/or Trustee shall be entitled to receive proceeds of life insurance or disability buy-out insurance upon such death or disability, then to the extent that such insurance proceeds exceed the purchase price for such Units purchased, such excess shall

be used and applied, to the extent available, to repay, satisfy and liquidate all such corporate indebtedness to such deceased or disabled Member. Such repayment and satisfaction shall be made simultaneously with the making of the down payment of the purchase price. To the extent that such insurance proceeds in excess of the purchase price are insufficient to make full repayment and satisfaction of said indebtedness, or there are no such excess insurance proceeds, the balance of said indebtedness then remaining or the entire amount of such indebtedness, as the case may be, shall be paid in accordance with the terms of the loan or advance transactions giving rise to such indebtedness. Anything herein contained to the contrary notwithstanding, in the event that the Units of a deceased or disabled Member shall have been purchased pursuant to the provisions of Paragraph 9 hereof, and in the further event that the full amount of said indebtedness has not been repaid prior to or simultaneously with the payment of the full amount of the purchase price hereunder, then the provisions of Article 3 of this Agreement providing for restrictions, holding of Units and resignations as collateral, acceleration and default, shall remain in existence and in full force and effect until such time as the full amount of such indebtedness is repaid in accordance with the terms hereof.

3.7 Disability of a Member.

(a) The Parties recognize and agree that one or more of the Members may be or become active full-time employees of the Company and shall have such duties and obligations to perform services for the Company as shall be determined, from time to time, by the Board of Managers of the Company.

(b) (i) If any one or more active full-time Member-employees shall, in the opinion and sole discretion of a physician approved by the Company, suffer a physical or mental disability of such nature so as to render such person unable to perform his usual and ordinary services for the Company for a period of at least 24 consecutive months then, and in such event, all Units of the Company then owned by that disabled Member shall be purchased in accordance with the provisions of this Paragraph and this Agreement. If such Members are unable to agree on the identity and selection of a single physician within 10 days after the request for same by any Member, then the Board of Managers shall designate a licensed Florida physician within 15 days following the first date of a request by any Member and that physician shall determine whether or not there has occurred a disability, as such term is herein defined.

(ii) If at the time of the alleged disability, the Member-Employee who is alleged to be disabled shall be insured under either a disability income insurance policy for which the Company pays any portion of the periodic premiums or is insured under a disability buy-out insurance policy to be carried by the Company and/or one or more Members pursuant to the provisions of this Agreement, then in any such event, the Parties hereby specifically agree that the standard and manner of determination of disability set forth in Section 3.7(b)(i) hereof shall not be used, and in place thereof if such insured Member-Employee shall be deemed to have suffered a total and permanent disability in accordance with the provisions of any one or more of such insurance policies, upon a good faith submission of all applicable medical evidence to each such insurance company for purposes of making such determination, then and in such event such Member-Employee shall be deemed to be disabled for purposes of the provisions of this Section 3.7. In such event, and in the further event that such disability continues for a period of at least 24 consecutive months, then the Units of the Company owned by such disabled person shall be purchased in accordance with the remaining provisions of this Section 3.7.

(c) During any such period of disability, such Member shall continue to be entitled to exercise any and all voting rights and to receive distributions from the Company with respect to his or her ownership of Units of the Company, and such person, if theretofore employed by the Company, shall be entitled to continue to receive his normal and usual compensation from the Company during such period of disability, up to the maximum 24 month period herein provided (with such continuing compensation to constitute disability income payments). In the event the period of disability shall continue for a period of 24 consecutive months from its inception and that the nature of such disability qualifies as a disability under the provisions of any disability buy-out insurance on the health of said disabled Member, then upon the expiration of the 24-month period (such expiration date sometimes being hereinafter referred to as "Date of Disability"), the remaining Members and/or the Company shall be obligated to purchase all of the Units of such disabled Member in the manner and at the same price as is provided in accordance with the provisions of Section 3.5 hereof, as if the disabled person died on the last day of the 24-month period.

(d) It is hereby specifically recognized and agreed that the provisions of this Section 3.7 regarding disability of a Member shall not be applicable to Antonio Rondeau but shall only be applicable with respect to the remaining Members.

3.8 Termination of Employment. Anything herein contained to the contrary notwithstanding, in the event of the involuntary termination of employment of a Member who is a party hereto as an employee of the Company, then upon such cessation of employment, the Company shall purchase all of the Units of the Company owned by such terminated Member for the same price and in the same manner as for the purchase of a deceased Member's Units.

3.9 Provisions Related to Trustee

(a) All Units purchased from the Company shall be held, IN TRUST, by the Transfer Agent named in Section 3.10, until the purchasing Member pays the full purchase price to the Company. While that Member's Units are retained in trust, so long as the Member is not in default of any payment due, the Member shall have full voting rights to such Units. If the Member is at any time in default, (a) all voting rights for all of the Member's Units shall be exercised by the Company, and (b) any and all distributions declared shall be applied toward the payment for such Units. If any such Member dies before making payment in full, such Units shall be disposed of pursuant to the provisions of Section 3.4 of this Agreement, and upon any sale of such Units, any excess monies shall be paid to the Member's estate

(b) The Trustee under this Agreement shall be appointed by majority vote of the Board of Managers. The Trustee shall act in accordance with the terms and provisions hereof and to accept such duties and responsibilities as are herein contained.

(c) Upon the execution of this Agreement by all of the Parties, each of the Members shall deposit with the Trustee all certificates representing the Units of the Company owned by each such Member, together with an assignment thereof executed either in blank for surrender or transfer or in favor of such Trustee. Such deposit and assignment shall in no way affect the rights of a Member to vote such Units, to collect distributions thereon, or to exercise any other rights as a Member under law and in accordance with the provisions of this Agreement. The Trustee shall receive such deposit and assignment and hold, administer and distribute it in accordance with the terms of this Agreement, and the Trustee shall have the same rights and obligations as a secured creditor under the Florida Uniform Commercial Code as if the true beneficial owners of such respective Units and other property interests transferred to the Trustee were account debtors who had pledged such property interests as collateral for prompt payment and satisfaction of such debts.

(d) All policies of insurance owned by the Members and used to fund the buy-out arrangements herein set forth, shall be deposited with the Trustee and each owner shall take all steps necessary or advisable to have the Trustee named as the beneficiary of all such insurance proceeds in such Trustee's fiduciary capacity. If additional insurance policies are purchased in accordance with the terms of this Agreement, such policies shall also be deposited with Trustee and Trustee shall also be named the beneficiary of all proceeds thereunder in such Trustee's fiduciary capacity on behalf of the owner of such policy pursuant to the provisions hereof. It is hereby agreed that the Trustee shall not be obligated to pay premiums on any such insurance policies deposited with it or for which it is named a beneficiary unless the Trustee shall specifically agree in writing to pay such premiums; and if the Trustee does not specifically agree in writing to pay any premiums, the obligation to make payment thereof shall remain the sole and exclusive obligation of the owner.

(e) The Trustee shall hold all insurance policies deposited with it during the term of this Agreement. Unless the owner shall have delegated to the Trustee the responsibility of paying premiums on any such policies and the Trustee has accepted such obligation, the Trustee shall have no obligation to pay such premiums, to keep such policies in force, to ascertain whether such premiums have been paid, or to notify the beneficiaries of such policies of the non-payment of premiums.

(f) Upon the death or disability of an insured under any such policy, the Trustee shall forthwith and without delay collect such sums as shall be due under the terms of any such policies of insurance. To facilitate such collection, the Trustee shall have the power to execute and deliver receipts and other instruments and take other necessary steps for collection thereof. If payment on any policy is contested, the Trustee shall not be obligated to take any action for collection unless and until it shall have been indemnified to its satisfaction against any loss, liability or expense, including attorney's fees. Upon payment to the Trustee of the amounts due under any such policies of insurance, the company issuing such policies shall be relieved of any further liability and shall have no responsibility to see to the performance of this Agreement.

(g) If at any time during his service hereunder, the Trustee shall be subject to a dispute regarding, or claims by more than one party to, property or funds then in the possession of the Trustee, he shall be permitted to file interpleader or other appropriate action in the Palm Beach County, Florida, Circuit Court or other court of competent jurisdiction and to place all funds then in dispute or subject to such claims with such court for a determination thereof. In such event, the Trustee shall be reimbursed for his costs and expenses, including attorney's fees, in connection with the filing of such action.

(h) Upon the collection of any and all insurance proceeds, the Trustee shall take all such steps which are necessary or advisable to pay such proceeds, exchange such Units and to perform any and all other acts necessary to effectuate the terms of this Agreement.

(i) By his execution and acceptance of this Agreement, the Trustee agrees to act as the Transfer Agent provided in Section 3.10 hereof, and to perform all acts, duties and responsibilities required of the Transfer Agent in accordance with the terms hereof.

(j) Upon any termination of this Agreement, the Trustee shall return to the respective owners all insurance policies, certificates of Units and assignments thereof which it has received, whereupon Trustee shall be discharged from any and all further obligations hereunder.

(k) The Trustee shall be entitled to receive such compensation as shall be agreed upon, from time to time, by the Trustee and the Company, and reimbursement for all out-of-pocket expenses incurred in the performance of the Trustee's duties hereunder. Except as otherwise specifically provided herein, all such fees and expenses, shall be paid by the Company. It is specifically agreed that the Trustee shall have a lien against any and all property in possession of the Trustee to secure payment of any and all compensation and reimbursement for out-of-pocket expenses due to the Trustee from time to time in accordance with the provisions of this Agreement. Upon failure of the Trustee to receive actual payment of compensation and/or reimbursement of actual expenses in accordance with the provisions hereof, the Trustee may exercise any and all rights of a secured creditor under the Florida Uniform Commercial Code with respect to all property then held by the Trustee hereunder including but not limited to the right of private sale thereof in accordance with Section 3.3(c) and all other requirements of this Agreement, and the application of the proceeds of such sale to the payment of any and all such compensation and expenses, all upon the giving of at least 15 days advanced written notice to the Company and all Members.

(l) The Trustee may be removed and replaced in the same manner as the appointment. The Trustee may resign and be discharged of all responsibilities created hereunder upon 30 days' written notice to the Company and to each of the Members whose Units is being held by the Trustee. Upon such removal or resignation, the Trustee shall deliver to its successor, if any, all Units certificates, assignments thereof, and insurance policies in his possession. If there is no such designated successor, all such documents shall be returned to the respective owners, whereupon, the Trustee shall have no further obligation or responsibility to any party by virtue of this Agreement.

3.10 Transfer Agent. Trustee shall serve in the capacity of Transfer Agent in connection with all purchases and sales of Units hereunder. As Transfer Agent, the Trustee shall hold and have custody of all of Units until payment in full is completed, whereupon he shall deliver to the purchasers all Units certificates representing the purchased Units and shall prepare all other documents necessary to effectuate the transfer of those Units.

3.11. Default in Payment.

(a) If any purchaser shall default in any payment of the purchase or subscription price hereunder, or shall fail to perform any term, condition or provision contained in their Subscription Agreement or a Purchase Agreement, and such default or failure shall not be cured within 15 days after the date of receipt of notice in writing of such default, or in the event that any purchaser, endorser or guarantor, commits an act, which under any State or Federal Bankruptcy Act constitutes an act of bankruptcy, the entire amount of the then unpaid balance of the purchase price from such purchaser shall immediately become due and payable, without further action, notice or demand. In the event such balance is not paid in full, the Transfer Agent shall, upon 15 days written notice to all Members of the Company known to such Agent, cause an assignment of all Units of the Company theretofore owned and/or being purchased by such purchaser (with all of such Units being sometimes referred to as the "Purchaser's Company Units") to the Transfer Agent as liquidating agent, who shall cause the Purchaser's Company Units to be sold in accordance with the provisions of this Paragraph, subject to the restrictions contained in Section 3.3(c). Notwithstanding any limitation contained in any statute or regulation, the Transfer Agent may sell for cash or credit and upon such other terms as the Board of Managers may direct all of the Purchaser's Company Units held by the Transfer Agent, and the subject Selling Member, or his personal representative, shall have the right to purchase any and all Units or assets then offered free from any restrictions contained in this Agreement and free from any right or equity of redemption (which right or equity is hereby expressly waived by each party hereto); and after deducting all legal and other costs and expenses from the proceeds of the sale, the Transfer Agent shall apply the net proceeds on account of the liability of all purchasers of such Units. If any surplus shall exist, such surplus shall be allocated pro rata among the several purchasers; and if there is any deficiency, the Selling Member shall have the right to proceed against any one or more purchasers on any documents evidencing the indebtedness held by the Selling Member or in any other manner available in law or in equity.

(b) The remedies herein provided for a Selling Member shall be in addition to, and not in substitution of, the rights and remedies which would otherwise be vested in a seller in law or equity, all of which rights and remedies are specifically reserved to the Selling Member; and the failure to exercise the remedies herein provided shall not preclude the resort to any other appropriate remedy or remedies, nor shall the use of any one or more of said remedies herein provided prevent the subsequent or concurrent resort to any other remedy or remedies which by law or equity may be vested in the seller for the recovery of damages or otherwise in the event of a breach of any of the agreements or undertakings herein contained.

(c) Neither the failure nor any delay on the part of any Selling Member to exercise any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

3.12 Voting Units Pending Full Payment. So long as purchaser of Units is not in default under a Subscription or Purchase Agreement, pending completion of payment for the Units and upon compliance with the terms and conditions of the Subscription or Purchase Agreement, the purchaser shall have the right to vote those Units of the Company on all occasions. Under such circumstances, neither the Transfer Agent nor seller may vote the Units, and the Transfer Agent and seller, whenever demand is made upon them, or either of them, shall execute and deliver an effective proxy or proxies in favor of the purchaser. If a purchaser is then in default hereunder, the Transfer Agent shall be entitled to vote any and all Units held by the Transfer Agent including but not limited to any and all Units theretofore beneficially owned by such purchaser, and such voting rights shall be exercised by such Transfer Agent in any manner which shall be determined in the sole and absolute discretion of the Transfer Agent.

3.13 Distributions Pending Full Payment for Units. So long as Unit certificates held by the Transfer Agent pending completion of payment for the Units and until the purchaser shall have defaulted in payment of any part of the purchase price, each purchaser shall own all distributions declared and paid upon those Units, without regard to when declared, but such distributions shall nevertheless be paid to the Transfer Agent who shall apply them toward payment of the next installment due upon the purchase price of the Units and shall issue a receipt for such payment to the purchaser. If such distributions are in Units or property, the Transfer Agent shall hold such Units or property as additional security for the payment of the balance of the purchase price, subject to all of the terms of this Agreement.

3.14 Restrictions on Actions Pending Full Payment for Units. So long as the certificates of Units are held by the Transfer Agent pending completion of payment for the Units, except with the express written consent of the seller or his personal representative, the purchaser shall not vote the Units being purchased, or his other Units, nor shall he vote as a Manager, if he is then serving as a Manager, in favor of any of the following acts or proposals:

(a) To consolidate, merge or dissolve the Company;

(b) To increase, reduce or otherwise change in any manner or form whatsoever the then authorized Units of the Company;

(c) To purchase any property or assets except in the regular course of business; (d) To sell or transfer any property of the Company except in the regular course of business;

(e) To mortgage or pledge the property of the Company except that the restrictive provisions of this subparagraph shall not apply to any purchase money pledge or mortgage; or

(f) To engage in any business other than the business in which Company was engaged at the time of such purchase.

3.15 Resignations of Seller and Purchaser.

(a) Simultaneously with delivery of the down payment of the purchase price for Units sold, as provided for in Section 3.6 above, the seller shall deliver to the Transfer Agent his, or his nominee's, resignation as an officer and/or manager of the Company.

(b) Simultaneously with delivery to the seller of the promissory note evidencing the balance of the purchase price for purchased Units, an individual purchaser shall deliver to the Transfer Agent his undated resignations as an officer and/or manager of the Company. Those resignations shall not be used or acted upon except in the event of a default hereunder and sale of the Company Units of such Purchaser, in accordance with the provisions of this Agreement.

3.16 Fees and Expenses. All fees and expenses including, but not by way of limitation, those of an accountant, attorney and Units transfer agent, incurred on behalf of the Purchaser in enforcing the terms of this Agreement relating to a sale of Units of the Company shall be paid by or charged to the Purchaser and the Selling Member, or his Personal Representative, as the case may be, on an equal basis.

3.17 Units to be Purchased by the Company. Any Units to be purchased by the Company pursuant to this Agreement may, at the discretion of the Board of Managers, be retired, retained as treasury Units, or reissued.

ARTICLE 4: FINANCE AND INSURANCE

4.1 **Allocation of Profit and Loss.** After giving effect to special allocations, if any, the Company's Profit or Loss for a Taxable Year, including the Taxable Year in which the Company is dissolved, will be allocated among the Members pro rata in proportion to their Percentage Interest.

4.2 **Tax Allocations.** For federal income tax purposes, unless the Code otherwise requires, each item of the Company's income, gain, loss or deduction will be allocated to the Members in proportion to their allocations of the Company's Profit or Loss.

4.3 **Deficit Restoration Obligation.** Notwithstanding any other provision of this Agreement, each Member shall be unconditionally obligated to restore to the Company the amount of any deficit balance in such Member's Capital Account upon the liquidation of the Company, after taking into account all Capital Account adjustments for the Company taxable year during which such liquidation occurs (other than adjustments made to reflect such restoration). The obligation to restore a deficit Capital Account balance shall be satisfied no later than the end of the taxable year of the Company during which the Company or such Member's interest in the Company is liquidated (or, if later, within 90 days after the date of such liquidation). Upon liquidation of the Company, no distribution shall be made to a Member who has a deficit Capital Account balance, or to the extent that a distribution would result in a deficit balance in the Member's Capital Account.

4.4 Distributions.

(a) When Declared. The Board of Managers shall by vote declare. Unless otherwise agreed by the unanimous consent of the Board of Managers, 50% of all distributions declared and funded by the Company shall be paid to the Members; and the remaining 50% shall be reinvested in the Company in the name of, and for the benefit of, the Members.

(b) Reinvestment. Until or unless the Board of Managers shall vote by a Super Majority to amend the ratio of reinvestment, all distributions declared by the Company shall be paid as follows:

(i) 50% of the distribution payable to a Member shall be paid in cash or Units of the Company, as shall be determined by the Board of Managers.

(ii) The remaining 50% shall be reinvested in the Company in the name, and for the benefit of, the Member and, subject to the remaining provisions of these Bylaws and the Members Agreement executed by all Members, the Units represented by such reinvested distributions shall vest immediately in the Member and be recorded on the books of the Company.

(iii) Notwithstanding the foregoing provisions (a) and (b), any Member may reinvest in the Company MORE, BUT NEVER LESS, than 50% of any distribution.

(c) Interest. Except as otherwise provided in this Agreement, no interest shall be paid to any Member on account of its interest in the capital of or on account of its investment in the Company.

(d) Withholding Obligations**.**

(i) If and to the extent the Company is required by law to make payments with respect to any Member in amounts required to discharge any legal obligation of the Company or the Managers to make payments to any governmental authority with respect to any foreign, federal, state or local tax liability of such Member arising as a result of such Member's interest in the Company, including, for avoidance of doubt and without limitation, any tax imposed on the Company in respect of such Member under Section 1446(f) of the Code, and any costs associated with any of the foregoing ("Tax Payments"), then the Company may: (i) treat the amount of any such Tax Payments as a loan by the Company to such Member, which loan shall: (1) be secured by such Member's interest in the Company, (2) bear interest at the Prime Rate, compounded annually, and (3) be payable upon demand; (ii) reduce such Member's proportionate share of distributions by the amount of such Tax Payments (provided that such Member's Capital Account shall be adjusted pursuant to paragraph 12.6 for such Member's full proportionate share of the distribution); (iii) require such Member to promptly pay to the Company an amount of cash equal to such Tax Payments; or (iv) employ any combination of the foregoing remedies.

(II) Each Member will, as applicable, take such actions as are required to establish to the reasonable satisfaction of the Company that the Member is not subject to the withholding tax obligations imposed by FATCA. In addition, each Member will assist the Company and the Manager with any applicable information reporting or other obligation imposed on the Company, the Manager or their respective Affiliates, pursuant to FATCA.

4.5 Capital Accounts.

(a) General Maintenance. The Company must maintain a separate Capital Account for each Member. The term "Capital Account" means as to any Member the Member's amount of initial Capital Contribution in the Company, that is (a) increased by any additional capital contributions made by the Member, and income and gain allocated to the Member pursuant to this Agreement and (b) decreased by distributions to the Member and losses and deductions allocated to such Member. The fair market value of any property contributed to the Company by a Member or distributed to a Member by the Company will be credited or debited to the Member's Capital Account.

(b) Transfer of Capital Account. A Transferee of Membership Interests succeeds to the portion of the transferor's Capital Account that corresponds to the portion of the Membership Interest that is the subject of the Transfer.

(c) No Withdrawal: Except as provided in this Agreement, no Member has the right to withdraw any portion of the Member's Capital Account without the consent of all the other Members. In accordance with the FRLLCA, a Member may, under certain circumstances, be required to return to the Company, for the benefit of the Company or the Company's creditors, amounts previously wrongfully distributed to the Member.

(d) Compliance with Code. The requirements of this Article are intended and will be construed to ensure that the allocations of the Company's income, gain, losses, deductions and credits have substantial economic effect under the Regulations promulgated under Section 704(b) of the Code.

4.6 Insurance.

(a) The Company and/or one or more Members may purchase and own one or more life insurance policies on the lives of the Members. In addition, the Members and/or Company may fund any disability buy-out obligations permitted hereunder by the purchase of disability buy-out insurance policies on the lives and health of one or more of the Members. Upon such purchases, the types and amounts of all such policies shall be set forth in Exhibit B attached hereto and made a part hereof.

(b) Except as is specifically provided herein to the contrary: (i) the owner of each such policy shall pay all premiums on such insurance policy at least 15 days prior to the end of any grace period for such premium payments, and, upon demand, shall exhibit to the respective insureds due proof of such payment prior to such 15-day period; (ii) such owner shall apply any and all distributions declared on any such insurance policies to the purchase of paid-up additions or if such option is not available to the purchase of additional insurance; and (iii) such owner shall request that all automatic premium loan provisions of such policies be made fully effective. If any premium shall remain unpaid 15 days prior to the end of any such grace period, each respective insured may pay, or cause to be paid, the premium then due, and shall thereupon be entitled to reimbursement or demand of same from the owner of such policy. If any said premium is paid by virtue of an automatic premium loan, each respective insured may pay, or cause to be paid, the full amount of any such premium previously paid by virtue of such automatic premium loan provision and shall also thereupon be entitled to reimbursement of same from the owner of such policy. Any such payment by said insured shall be considered a loan to said owner and said insured shall be entitled to repayment of such loan on demand from said owner with interest from the date of premium payment on the unpaid balance of such loan at the rate of 18% per annum.

4.7 Additional Provisions Related to Insurance.

(a) In the event of the disability of a Selling Member, the owner shall have the right, but not the obligation, to keep in force all policies of life insurance on the life of that Selling Member. If that right is exercised, the owner shall pay the full amount of all premiums due on such policies when due, and, upon the subsequent death of the Selling Member before he shall have been paid in full for the Units sold, the owner shall have the obligation to collect all proceeds of insurance and use them to pay all further purchase obligations to such Selling Member. If the owner, at any time after such purchase, does not desire to maintain any such policy of life insurance, the owner shall be obligated to give written notice thereof to the Selling Member at least 60 days prior

to the date on which the next premium thereon is due, and the Selling Member, shall have the right, exercisable within 60 days after the receipt of any such notice, to elect to purchase any such policy of insurance which the owner does not wish to maintain.

(b) All such rights of election to purchase policies shall be exercised in writing within 60 days following the event giving rise to such right of election, and within 10 following the giving of such written election, the purchase shall be consummated and each such policy subject to the right of election shall be purchased for cash at a price equal to:

(i) The cash surrender value thereof, if any, calculated on a pro rata basis to the date of the exercise of the right of election, plus

(ii) The pro rata portion of any premium prior to such date which covers a period extending beyond such date, plus and less

(iii) Any distributions or distribution accumulations calculated as of such date,

(iv) Any and all policy loans plus interest then due as of such date.

(c) If upon the disability of a Member any Member or Trustee is entitled to receive proceeds of disability insurance carried hereunder prior to the expiration of 24 consecutive months of such disability, to the extent such proceeds are not used to purchase the Units of such disabled Member by virtue of recovery from disability prior to such 24-month period, such proceeds shall be contributed as additional capital to the Company for which no additional Units shall be issued; provided, however, if such proceeds shall reduce the amount of coverage under any such policies of disability buy-out insurance, then such proceeds shall be retained in escrow until such time as there shall no longer be any such reduction under the terms of such policies and thereafter shall be contributed as additional capital to the Company for which no additional Units shall be issued. All of such proceeds held in escrow, until released from escrow, shall be treated and used in the same manner as the reduced amount of insurance proceeds would have been so used if such reduction in coverage had not taken place.

(d) Anything herein contained to the contrary notwithstanding, if any one or more policies of life or other insurance hereunder are subject to any agreement between the respective owners and the Company by which the Company shall pay all or a certain portion of the premiums thereon in return for which the Company shall receive a portion of the proceeds thereof upon the death or disability of an insured, termination of such policy, or the occurrence of any other policy event, upon the occurrence of such event (herein referred to as "Split Dollar Arrangements"), the following provision shall be applicable;

(i) Unless otherwise agreed in writing by the remaining Members, the Company and the disabled Member or the Personal Representatives of the deceased Member, as the case may be, all such Split-Dollar Arrangements shall be terminated with respect to any and all policies owned by the deceased or disabled Member on the life or health of the remaining Members on the date of such death or effective Date of Disability;

(ii) No portion of the proceeds under any such policy received by the Company solely as a result of such Split-Dollar Arrangements shall constitute payment of insurance proceeds required to be used as a down payment for the purchase price of Units hereunder, but instead shall be entitled to be received by the Company as if this Agreement were not in effect; and

(iii) With respect to any policies owned by a deceased or disabled Member, to the extent there are any one or more policy loans outstanding as of the date of death or effective Date of Disability, all interest charges with respect thereto prior to such date shall be borne and paid by the Company, and all interest charges from and after such date shall be borne and paid by the owner of each such policy.

(c) No owner may borrow money against the cash value of any such policies without the prior express written authorization and consent of the Board of Managers.

(d) Each such owner of a policy referred to herein hereby authorizes any and all insurance companies from whom any such policy or policies of insurance have been purchased to give or make available to any insured, upon his request, any and all information about the status of any policy on his life or health subject to this Agreement.

(e) Each such owner of a policy referred to herein shall request that all automatic premium loan provisions of such policies be fully effective at all times during the operation of this Agreement.

ARTICLE 5: MANAGEMENT

5.1 Management and Powers. The business and affairs of the Company shall be managed by or under the direction of a Board of Managers (the "Board of Managers") subject to the rights of the Members set forth in Section 5.10 of this Article. Every member of the Board of Managers need be a Member of record but need not be a resident of the State of Florida. All Managers shall be at least 18 years of age. The Board of Managers shall initially be composed of at least 11 members. The minimum number of members of the Board of Managers shall be Seven. The initial Board of Managers shall be [list names of initial Managers].

The business, property, and affairs of the Company shall be managed exclusively by the Board of Managers. Except for situations in which the approval of the Members is expressly required by the Articles or this Agreement, the Board of Managers shall have full, complete, and exclusive authority, power, and discretion to manage and control the business, property, and affairs 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, property and affairs.

Such Managers shall in all cases act as a Board, regularly convened by majority vote, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Company as they may deem proper, not inconsistent with these Bylaws and the laws of the State of Florida.

5.2 Appointment of Managers.

(a) Election. At the annual meeting of Members, the number of persons equal to the number of vacancies on the Board and receiving a plurality of the votes cast shall be Managers and shall constitute the Board of Managers until the next annual meeting of the Members and election and qualification of their successors. At each such election for Managers, each Member entitled to vote shall have the right to vote, in person or by proxy, the number of Units owned by that Member for as many persons as there are Managers to be elected at such time and for whose election the Member has a right to vote; provided, however, that there shall be no cumulative voting and in no event may a Member cast a number of votes in favor of any person which exceeds an amount equal to the number of that Member's Units of issued and outstanding Units of the Company divided by the number of Managers to be elected.

(b) Term. Except as to the term of office of the initial CEO, Antonio Rondeau, whose initial term of office is prescribed in below, the term of office of each of the Managers shall be Two years, and thereafter until that Manager's successor has been elected and qualified.

(c) Removal or Disqualification. Any one or more of the Managers may be removed either with or without cause, at any time by a majority vote of the Members entitled to vote thereon at any special meeting called for such purpose. If any Manager misses Three consecutive meetings of any kind or Five meetings in any 12-month period, such Manager shall be disqualified from serving on the Board, and at the next meeting of the Board of Managers the remaining Board members shall vote to formally remove that Person as a Manager of the Company.

(d) Vacancies. Vacancies in the Board occurring between annual meetings shall be filled for the unexpired portion of the term by a majority vote of the Members entitled to vote thereon at any special meeting called for such purpose.

5.3 Meetings of the Board of Managers.

(a) Generally.

(i) Regular meetings of the Board of Managers shall be held immediately following the annual meeting of the Members, and at such other times as the Board of Managers may determine. Special meetings of the Board of Managers may be called by the President at any time, and shall be called by the President or the Secretary upon the written request of a majority of Managers. Managers' meetings may be held within or without the

State of Florida. Unless otherwise specifically set forth in the notice of meeting, each such special meeting shall take place at the principal office of the Company.

(ii) Except in the event of sudden illness or emergency: (i) attendance by Managers at all meetings of the Board of Managers is MANDATORY; and (ii) if any Manager must miss any meeting, he or she must provide notice to the remaining Board members no more than Seven days prior to that meeting.

(iii) Attendance by all Members and Managers at all meetings of the Members are MANDATORY where a vote is on the agenda. Any person may attend such meeting by Zoom or other form of videoconference which accommodations shall be made available by the Board of Managers.

(iv) Proxy voting is permitted in lieu of attendance. All Members must expressly permit a designated member of the Board to exercise their proxy if they do not appear or provide a proxy specifically designating another person.

(b) Notice Of Meeting. Notice of meetings, other than the regular annual meeting, shall be given by service upon each Manager in person, or by mailing to that person at his or her last known post office address, at least Ten days before the date therein designated for such meeting including the day of mailing, of a written or printed notice thereof specifying the time and place of such meeting, and the business to be brought before the meeting, and no business other than that specified in such notice shall be transacted at any special meeting. At any meeting at which every member of the Board of Managers shall be present, although held without notice, any business may be transacted if the meeting had been duly called.

(c) Voting. At all meetings of the Board of Managers, each Manager is to have one vote, irrespective of the number of Units that person may hold. The act of a majority of all Managers of the Company is required to pass any resolution or take any action.

(d) Waiver Of Notice. Whenever by statute, the provisions of the Articles of Formation or these Bylaws, the Members or the Board of Managers are authorized to take any action after notice, such notice may be waived, in writing, before or after the holding of the meeting, by the person or persons entitled to such notice, or, in the case of a Member, by his attorney thereunto authorized.

(e) Quorum. At any meeting of the Board of Managers, a majority of the Board shall constitute a quorum for the transaction of business, but in the event of a quorum not being present, a lesser number may adjourn the meeting to some future time, no more than 30 days later. The number of Managers who shall be present at any meeting of the Board of Managers in order to constitute a quorum for the transaction of any business or any specified item of business shall be a majority of the Board. If a quorum shall not be present at any meeting of the Board of Managers, those present may adjourn the meeting from time to time, until a quorum shall be present.

(f) Executive Committee. The Board of Managers may, by resolution, designate two or more Managers to constitute an Executive Committee, who, to the extent provided in such resolution, shall have and may exercise such specific powers of the Board of Managers as shall be determined by vote of the Board.

(g) Informal Action by The Board Of Managers. Any action which may be made or taken by the Board of Managers of the Company at a duly authorized annual or special meeting in the alternative may be taken by the written consent of the number of the Managers required for the adoption of such action taken at a duly authorized annual or special meeting, all in accordance with the voting rights provided in subsection (c) of this Article. A record of each action so taken by the Board of Managers in accordance with the provisions of this Section 5.3 shall be added to and made a part of the official Minute Book of the Company and a copy thereof shall be transmitted to each Manager not participating therein within Seven days after the date on which such action is taken.

(h) Conduct Of Meetings. The President shall preside at all meetings of the Board of Managers. If the President is not present and acting, one of the following officers in the following order shall preside at such meeting of the Board of Managers: (1) the Vice President; (2) the Manager then having the longest period of consecutive service as a member of the Board of Managers.

5.4 Member Participation. One or more Members may participate in a meeting of the Members, and/or one or more Managers may participate in a meeting of the Board of Managers, or of a committee of the Board, by means of a conference telephone call, Zoom videoconference or similar communications applications, by means of which all persons participating in the meeting can, at least, hear each other.

5.5 Performance of Duties; Liability of Managers. A Manager shall not be liable to the Company or any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, reckless or intentional misconduct, or a knowing violation of law by such Manager. A Manager shall perform managerial duties in good faith, in a manner the member reasonably believes to be in the best interests of the Company and its Members, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. If a Manager so performs the duties of Manager, the Manager shall not have any liability by reason of being or having been a Manager of the Company. In performing relevant duties, a Manager shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, of the following persons or groups, unless the Manager has knowledge concerning the matter in question that would cause such reliance to be unwarranted and provided that such Manager acts in good faith and after reasonable inquiry when the need therefor is indicated by the circumstances:

(a) one or more officers of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented; or

(b) any one or more attorneys, independent accountants, or other persons as to matters which the Manager reasonably believes to be within such person's professional or expert competence.

5.6 Indemnification of Manager and Officers. Except as limited by law, the Company shall indemnify any person who is or was or shall be a Manager, officer, employee or agent of the Company, or who is, was, or shall be serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, and the respective heirs, executors, administrators and assigns of each of the foregoing, against all reasonable expenses and liabilities (including, without limitation, attorneys' fees, court costs, fines and amounts paid in satisfaction of judgments or in reasonable settlement, but other than amounts paid to the Company by that person), actually and reasonably incurred by, or imposed upon that person in connection with, or resulting from the defense of any civil or criminal action, suit or proceeding (or any appeal thereof) in which they, or any of them, are made parties or a party or are otherwise involved by reason of being or having been a Manager or officer of the Company or of such other corporation, whether or not he is or continues to be a Manager or officer at the time such expenses or liabilities are paid or incurred. Notwithstanding the foregoing, the Company need not indemnify such Manager or officer with respect to any matter as to which he shall be finally adjudged in such action, suit or proceeding to have been liable for willful misconduct (or such gross negligence as shall amount to willful misconduct) in the performance of his duties as such Manager or officer. ln the case of a criminal action, suit or proceeding, a conviction (whether based on a plea of guilty or nolo contendere or its equivalent, or after trial) shall not of itself be deemed an adjudication that such Manager or officer or former Manager or officer is liable for willful misconduct (or such gross negligence as shall amount to willful misconduct) in the performance of his or her duties as such Manager or officer. With respect to payment of amounts in settlement or compromise, the Company shall be obliged to indemnify hereunder only if the Board of Managers shall adopt a resolution determining that such settlement or compromise is reasonable and approving same. Indemnification hereunder shall be in addition to and not exclusive of any other rights to which those so indemnified may be entitled as a matter of law, or under any agreement, vote of Members, any other bylaw, or otherwise.

5.7 Insurance for Errors and Omissions. Upon approval of a majority of the Board of Managers, the Managers and officers of the Company are hereby authorized, empowered and directed to obtain liability, errors and omissions insurance coverage of all officers and Managers who are not full-time employees of the Company in such principal sum as shall be so approved by the Board of Managers as to each such person so insured which insurance shall provide coverage against any and all losses, damages, claims, demands, judgments, suits, actions, causes of actions and liability of every nature and wherever situate including but not limited to litigation costs, court costs, attorney's fees, fines, amounts paid in settlement, and all other matters subject to the indemnification set forth in Section 3 of this Article, directly or indirectly arising out of or in connection with such covered person's service as an officer and/or Manager of the Company.

5.8 Compensation to Manager and Affiliates. The Company may compensate the Managers as follows for services rendered to or on behalf of the Company:

(a) Except for Antonio Rondeau, in his capacity as the initial CEO of the Company, as provided below in this Section, unless the Board of Managers shall otherwise determine by unanimous vote, no Manager or Officer shall be entitled to any compensation for his or her services as Manager during the first FIVE years of the Company's existence. Notwithstanding the foregoing prohibition, a Manager may serve the Company in

another capacity and be entitled to such compensation therefor as may be determined by the Board of Managers. For as long as he is serving as CEO of the Company, Antonio Rondeau shall be entitled to receive annual compensation in the amount to be determined by majority vote of the Board of Managers. Upon Antonio Rondeau's resignation, removal or cessation to serve as CEO, no succeeding CEO shall be entitled to receive compensation without the unanimous vote of the Board of Managers.

5.9 Limitation on Individual Authority. A Member who is not also the Manager has no authority to bind the Company. A Member whose unauthorized act obligates the Company to a third party will indemnify the Company for any costs or damages the Company incurs as a result of the unauthorized act.

5.10 Member Approval; Authority to Act.

(a) Subject to the provisions of subsection (b) of this Section: (i) all decisions made and actions taken by the Board of Managers shall be binding upon the Company and the Members, provided such action is reasonable under the circumstances and based on sound and well-articulated business judgment. Any decision made or any action taken by the Board of Managers which is determined to be in bad faith, self-dealing, an act of malfeasance or patently adverse to the Company's interests shall be null and void *ab initio*.

(b) Any provision herein contained to the contrary notwithstanding, except for the amendment or modification of these Bylaws or as expressly prohibited by Florida law, at any time he shall be serving as President or CEO, without prior approval of the Board or the Members, ANTONIO RONDEAU shall each have the right, power and authority to take any and all actions severally on behalf of the Company (including but not limited to borrowing money, pledging assets, executing guarantees, notes and mortgages on behalf of the Company), and to bind the Company by such action or actions.

5.11 Officers.

(a) Officers. This Company shall have at a minimum, a Chief Execute Officer (hereafter, "CEO"), a President, a Vice President, a Secretary and a Treasurer, and it shall have such other officers as shall be elected, from time to time, by the Board. Any person may hold two or more offices. The Board of Managers may create and fill such other offices as deemed necessary and appropriate by a majority vote of the Board.

(b) Election. Antonio Rondeau shall serve as the initial President and CEO of the Company. His initial term shall be Seven years, during which time he may not be removed by vote or any other action of the Board or Members for any reason other than his own malfeasance, his death or incapacity. All other officers of the Company shall be elected annually by the Board of Managers at its meeting held immediately after the meeting of Members and shall hold office for the term of Two years, or until their successors are duly elected. All Officers must be members of the Board and Member. The Board may, from time to time, appoint such other officers, agents and employees as it shall deem necessary, who shall have such authority and shall perform such duties as shall be prescribed by the Board.

(c) Duties Of Officers. The duties and powers of the officers of the Company shall be as follows:

(i) **CHIEF EXECUTIVE OFFICER/PRESIDENT**: The President shall be the chief executive officer and chief operating officer of the Company, shall have authority for the general and active management of the business and affairs of the Company subject to the directions of the Board of Managers, and shall preside at all meetings of the Members and Board of Managers unless a CEO is elected as one of the officers of the Company, in which case the CEO shall preside. The CEO shall have the responsibility for the day-to-day operations of the Company, and as long as Antonio Rondeau is serving as CEO, his decision on all such matters shall be final. Notwithstanding any other right or duty of any officer, the President shall have the right to call a vote of the general membership with regard to any proposed action on behalf of the Company, including any action otherwise reserved exclusively for vote by the Board of Managers.

(ii) **VICE PRESIDENT**. The Vice President shall temporarily assume the duties of the President in the absence of the President of the Company and only for the duration of such absence and such other duties as may be assigned to the Vice President from time to time by the Board of Managers.

(iii) **SECRETARY**: The Secretary shall have custody of, and maintain, all of the corporate records except the financial records; shall record the minutes of all meetings of the Members and Board of Manager so send out all notices of meetings, and perform such other duties as may be prescribed by the Board of Managers or the President.

(iv) **TREASURER**: The Treasurer shall have custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render account thereof at the annual meetings of Members and whenever else required by the Board of Managers or President, and shall perform such other duties as may be prescribed by the Board of Managers or the President.

(v) **SPOKESPERSON:** The duties of this office shall be defined by the initial Board of Managers, set forth in a resolution of the Board, and recorded in the minutes of the Company.

(vi) **GENERAL MANAGER:** The duties of this office shall be defined by the initial Board of Managers, set forth in a resolution of the Board, and recorded in the minutes of the Company.

(vii) **VICE GENERAL MANAGER:** The duties of this office shall be defined by the initial Board of Managers, set forth in a resolution of the Board, and recorded in the minutes of the Company.

(viii) **MARKETING MANAGER:** The duties of this office shall be defined by the initial Board of Managers, set forth in a resolution of the Board, and recorded in the minutes of the Company.

(ix) **MANAGER:** The duties of this office shall be defined by the initial Board of Managers, set forth in a resolution of the Board, and recorded in the minutes of the Company.

(x) **ASSISTANT MANAGER:** The duties of this office shall be defined by the initial Board of Managers, set forth in a resolution of the Board, and recorded in the minutes of the Company.

(xi) **BOARD ADVISOR:** The Board of Managers shall have the right to appoint, seat and remove as many Board Advisors as it deems necessary to carry out the business of the Company. The initial Board of Managers shall have three Board Advisors. The duties and responsibilities of the Board Advisor shall be defined by the initial Board of Managers, set forth in a resolution of the Board, and recorded in the minutes of the Company.

(d) **Bond**. The Treasurer shall, if required by the Board of Managers, give to the Company such security for the faithful discharge of his duties as the Board may direct. The cost of any such security shall be borne by the Company.

(e) **Vacancies, How Filled**. All vacancies in any office shall be filled by the Board of Managers without undue delay at its regular meeting or at a meeting specially called for that purpose. ln the case of the absence of any officer of the Company or for any reason that the Board of Managers may deem sufficient, the Board may, except as specifically otherwise provided in these Bylaws, delegate the powers or duties of such officers to any other officer or Manager for the time being, provided at least a majority of the entire Board concur therein.

(f) **Compensation Of Officers**. Except for Antonio Rondeau, in his capacity as the initial CEO of the Company, as provided below in this Section, no Officer shall be entitled to receive any compensation for his or her services as Officer or Manager. Notwithstanding the foregoing prohibition, at the election and discretion of the CEO or by a majority vote of the Board of Managers, any officer or Member may provide goods or services to the Company or be an employee of the Company and be entitled to receive compensation. Whenever practicable, the CEO or the Board of Managers shall make such determination on the record at a duly noticed meeting of the Board prior to any commitment by the Company to pay any compensation. For as long as he is serving as CEO of the Company, Antonio Rondeau shall be entitled to receive annual compensation as CEO or President in the amount to be determined by majority vote of the Board of Managers; but in no event shall he be entitled to receive compensation as both CEO and President. Upon Antonio Rondeau's resignation, removal or cessation to serve as CEO, no succeeding CEO shall be entitled to receive compensation without the unanimous vote of the Board of Managers. All Officers shall be entitled to be reimbursed for reasonable and necessary expenses incurred on behalf of the Company.

(g) **Removal Of Officers.** The Board of Managers may remove any officer by a majority vote of all Managers at any time with or without cause.

5.12. Member Meetings

(a) Annual Meeting. The annual meeting of Members shall be held at the principal office of the Company, in the City of Boynton Beach, County of Palm Beach, State of Florida or at such other places as the Board of Managers may from time to time determine, either within or without the State of Florida, on the first Monday of January in each year, at 12 o'clock noon of that day. (If the day so designated shall fall upon a legal holiday, then the meeting shall be held upon the first business day thereafter). Not less than Ten nor more than 30 days prior to the Annual Meeting, the Secretary shall serve a written notice of the Annual Meeting upon each Member at his or her email address and mailing address as it appears on the records of the Company; but at any meeting at which all Members shall be present, or of which all Members not present have waived notice in writing, the giving of notice as above required may be dispensed with. By action of 80% of the Members, the annual meeting may be waived, provided a ratification of all actions taken by the Board during that year is executed by all Members, consistent with the provisions of Section 8 hereof.

(b) Special Meetings. Any special meeting of Members, other than those regulated by statute, may be called at any time by a majority of the Managers or the President. Notice of such meeting stating the purpose for which it is called shall be served personally or by mail by the Secretary not less than Ten days before the date set for such meeting. If mailed, it shall be directed to a Member at his address as it appears on the records of the Company; but at any meeting at which all Members shall be present, or of which Members not present have waived notice in writing, the giving of notice as above described may be dispensed with. The Board of Managers shall also, in like manner, call a special meeting of Members whenever so requested in writing by Members representing not less than 50% of the capital Units of the Company. The President may in his discretion call a special meeting of Members upon Ten days' notice. No business other than specified in the notice shall be transacted at any meeting of the Members, except upon the unanimous consent of all the Members entitled to notice thereof. Special meetings may be held within or outside the State of Florida. Unless otherwise specifically set forth in the meeting notice, each such special meeting shall take place at the principal office of the Company.

(c) Voting. At all meetings of the Members, all Members present in person or by proxy shall be entitled to vote on each proposal presented at the meeting, and each share of issued and outstanding Units of the Company represented shall be entitled to one vote. Unless otherwise provided in the Articles of Formation, the Bylaws, or under applicable law, favorable votes representing a majority of the issued and outstanding Units of the Company shall be necessary to adopt each proposal presented and voted on. Votes may be cast in person or by written authorized proxy in such form as shall be approved by the Board of Managers.

(d) Proxy. Each proxy must be executed in writing by the Member of the Company, or the Member's duly authorized attorney. No proxy shall be valid after the expiration of 11 months from the date of its execution unless it shall have expressly specified a longer duration.

(e) Quorum. 51% of the Units entitled to vote in accordance with the voting rights provided in Section 3 of this Article shall constitute a quorum at any Members' meeting, but any number of Members, even if less than a quorum, may adjourn the meeting from time to time and place to place.

(f) Record Date. The Board of Managers may fix a date not more than 40 days prior to the date set for a meeting of Members as the record date as of which the Members of record who have the right to and are entitled to notice of and to vote at the meeting and any adjournment thereof shall be determined, but in such case notice that such day has been fixed shall be published at least Five days before the days so fixed in a newspaper published in the city, or county where the principal office of the Company is located and in each city where an agency for transfer of Units is maintained.

(g) Validation. When Members holding a majority of the issued and outstanding Units shall be present at any meeting, however called or notified, shall sign a written consent validating all acts taken at that meeting on the record, the acts of such meeting shall be as valid as if legally called and notified.

(h) Informal Action By Members. Subject to the provisions of Section 15 of this Article, any action which may be made or taken by the Members of the Company at a duly authorized annual or special meeting in the alternative may be taken by the written consent of the number of Members required for the adoption of such action taken at a duly authorized annual or special meeting, all in accordance with the voting rights provided in Section 3 of this Article. A record of each action so taken by the Members in accordance with the provisions of this Section 8 shall be added to and made part of the official Minute Book of the Company.

(i) Voting Trust. One or more Members shall have the right but not the obligation to enter into a Voting Trust Agreement or similar type of arrangement which vests in another person the authority to exercise

the voting power of any or all of such Member's Units. In such event all rights set forth in this Article I regarding the exercise of voting rights, including but not limited to the receipt of notices of meetings, attendance at meetings, and quorum requirements, shall vest in the person in whom such voting rights are vested in accordance with such Voting Trust or other agreement and not the Member who has conveyed such voting rights in accordance therewith; provided, however, that notice of any and all actions adopted by the Members shall be given in writing to each Member who did not participate in such action.

ARTICLE 6: RECORDS AND ACCOUNTING; CERTIFICATES

6.1 Maintenance of Records.

(a) Required Records. The Company will maintain, at its registered office in Florida, such books, records and other materials as are reasonably necessary to document and account for its activities, including without limitation, those required to be maintained by the Act.

(b) Member Access. A Member and the Member's authorized representative will have reasonable access to, and may inspect and copy, all books, records and other materials pertaining to the Company or its activities so long as it does not violate another member's right to privacy or confidentiality. The exercise of such rights will be at the requesting Member's expense.

6.2 Confidentiality.

(a) This Agreement, the offering documents for the Company, any Subscription Agreement, all financial statements, tax reports, portfolio valuations, reviews or analyses of potential or actual investments, reports or other materials and all other documents and information concerning the affairs of the Company, and their investments, including, without limitation, information about the Company's investment (collectively, the "***Confidential Information***"), that any Member may receive or that may be disclosed, distributed or disseminated (whether in writing, orally, electronically or by other means) to any Member or its representatives, pursuant to or in accordance with this Agreement, or otherwise as a result of its ownership of an interest in the Company, constitute proprietary and confidential information about the Company, the Manager and their respective Affiliates and the Company's investment (the "***Affected Parties***"). Each Member acknowledges and agrees that the Affected Parties derive independent economic value from the Confidential Information not being generally known and that the Confidential Information is the subject of reasonable efforts to maintain its secrecy. Each Member further acknowledges and agrees that the Confidential Information is a trade secret, the disclosure of which is likely to cause substantial and irreparable competitive harm to the Affected Parties or their respective businesses. Each Member hereby agrees that its obligations with respect to the Confidential Information pursuant to this paragraph 6.2 shall survive the final liquidation of the Company.

(b) Each Member agrees to hold all Confidential Information in strict confidence, not to disclose any Confidential Information to any third party without the prior written consent of the Manager and not to use any Confidential Information for any purpose other than monitoring and managing such Member's investment in the Company or exercising such Member's rights under this Agreement. Notwithstanding the preceding sentence, each Member may disclose such Confidential Information: (i) to its officers, directors, trustees, equity owners, wholly owned subsidiaries, employees and outside experts (including, without limitation, to its attorneys and accountants, but specifically excluding any proposed purchaser or transferee of a Member's interest in the Company and any financial or strategic advisor to any Member for purposes of assisting such Member with evaluating a disposition of such Member's interest in the Company) on a "need to know" basis, so long as such Persons are bound by duties of confidentiality with respect to the Confidential Information at least as restrictive as those applicable to a Member pursuant to this paragraph, provided that such Member shall remain liable for any breach of this paragraph by such Persons and that, with respect to any disclosure of Confidential Information by any Person to whom such Member disclosed such Confidential Information, such Member shall be treated for purposes of this Agreement as if it (rather than such Person) had disclosed such Confidential Information; (ii) to the extent that such information is required to be disclosed in connection with any civil or criminal proceeding; (iii) to the extent that such information is required to be disclosed by applicable law in connection with any governmental, administrative or regulatory proceeding or filing applicable to the Member (including any inspection or examination or any disclosure necessary in connection with a request for information made under a state or federal freedom of information act or similar law), after reasonable

prior written notice to the Manager (except where such notice is expressly prohibited by law); (iv) to the extent that such information was received from a third party not subject to confidentiality limitations and such Member can establish that it rightfully received such information from such party other than as a result of the breach of this paragraph; (v) to the extent such information was rightfully in such Member's possession prior to the Company's or Company's Affiliates' conveyance of such information to such Member, as evidenced by the Member's prior written records; or (vi) to the extent that the information provided by the Company is otherwise available in the public domain in the absence of any improper or unlawful action on the part of such Member. A Member seeking to make disclosure in reliance on the foregoing clauses (ii) and (iii) above shall use its best efforts to claim any relevant exception under such laws or obligations that would prevent or limit public disclosure of the Confidential Information and provide the Managers immediate notice upon the Member's receipt of a request for disclosure of any Confidential Information pursuant to such laws or obligations.

(c) Each Member also agrees that any document constituting or containing, or any other embodiment of, any Confidential Information shall be returned to the Company upon the Manager's request. Notwithstanding any other provision of this Agreement, the Manager may withhold disclosure of any Confidential Information (other than this Agreement or tax reports) to any particular Member if the Managers reasonably determines that the disclosure of such Confidential Information to such Member may result in the general public gaining access to such Confidential Information or that such disclosure is not in the best interests of the Company or could damage the Company or the conduct of the affairs of the Company or the investment. The Members acknowledge and agree that: (i) the Company, the Manager and their respective Affiliates may acquire confidential information related to third parties (e.g., investment) that pursuant to fiduciary, contractual, legal or similar obligations may not be disclosed to the Members without violating such obligations; and (ii) neither the Company, the Manager nor their respective Affiliates shall be in breach of any duty under this Agreement or the Act in consequence of acquiring, holding or failing to disclose Confidential Information to a Member so long as such obligations were undertaken in good faith.

(d) In addition, with respect to each Member that is subject to any "freedom of information," "sunshine" or other law, rule or regulation that imposes upon such Member an obligation to make information available to the public (a "FOIA Member"), the Company hereby requests confidential treatment of the Confidential Information, and such Member shall use best efforts to take such action as necessary for such Confidential Information to be exempt from disclosure, to the maximum extent permitted under such law, rule or regulation. Notwithstanding anything contained in this paragraph to the contrary, each FOIA Member may publicly disclose the following: (i) the FOIA Member's status as a Member of the Company; (ii) the amount of such FOIA Member's Capital Commitment; (iii) the total amount of such FOIA Member's Capital Commitment that has been drawn down pursuant to capital calls; (iv) the total amount of distributions received by the FOIA Member from the Company; and (v) the FOIA Member's net internal rate of return with respect to the Company's performance as prepared by such FOIA Member; provided that any disclosure of the FOIA Member's net internal rate of return shall state expressly or be accompanied by a statement that such information has been prepared by the FOIA Member and not the Company, the Manager or any Affiliate thereof (collectively, the "Fund Level Information"). Only with respect to FOIA Members, for purposes of this paragraph, Confidential Information shall be deemed not to include Fund Level Information.

(e) In addition to any other remedies available at law, each Member agrees that the Company shall, to the maximum extent permitted by law, be entitled to equitable relief, including, without limitation, the right to an injunction or restraining order, as a remedy for any failure by a Member to comply with its obligations with respect to the use and disclosure of Confidential Information as set forth in this paragraph Furthermore, to the maximum extent permitted by law, each Member agrees to indemnify the Company and any Indemnified Party against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Company or any such Indemnified Party in connection with any action, suit or proceeding (including, without limitation, any proceeding before any administrative or legislative body or agency) in which the Company or any such Indemnified Party may be made a party or otherwise involved, or with respect to which the Company or any such Indemnified Party shall be threatened, by reason of the Member's obligations (or breach thereof) set forth in this paragraph.

6.3 Financial Accounting.

(a) Accounting Method. The Company will account for its financial transactions using the accrual basis method of accounting. The Manager reserves the right to change such methods of accounting upon written notice to Members.

(b) Taxable Year. The Company's Taxable Year is the calendar year.

6.4 Reports.

(a) Members. Annual reports concerning the Company's business affairs, including the Company's annual income tax return, will be provided to Members who request them in writing. Each Member will receive his, her, or its respective K-1 Form as required by applicable law. The Manager may, at its sole and absolute discretion, designate any Person to provide tax and accounting advice to the Company, at any time and for any reason. The Manager will provide to all Members a quarterly written update regarding the current status of the Company.

(b) Periodic Reports. The Company will complete and file any periodic reports required by the Act or the law of any other jurisdiction in which the Company is qualified to do business.

6.5 Tax Compliance.

(a) Withholding. If the Company is required by law or regulation to withhold and pay over to a governmental agency any part or all of a Distribution or allocation of Profit to a Member:

1. the amount withheld will be considered a Distribution to the Member; and

2. if the withholding requirement pertains to a Distribution in kind or an allocation of Profit, the Company will pay the amount required to be withheld to the governmental agency and promptly take such action as it considers necessary or appropriate to recover a like amount from the Member, including offset against any Distributions to which the Member would otherwise be entitled.

6.6 Tax Controversies.

(a) The Members shall appoint a designated "tax matters partner" (as defined in Code Section 6231). The "tax matters partner" must not, without the Members' prior consent, (1) extend the statute of limitations on any taxable period of the Company, (2) file suit on the Company's behalf with respect to any tax matter; or (3) enter into a settlement agreement on the Company's behalf with any taxing authority concerning any Company tax matter. The "tax matters partner" must inform each other Member of all significant tax matters that come to its attention and must forward to each other Member copies of all written communications from taxing authorities which it receives in its capacity as "tax matters partner". The "tax matters partner" will permit each Member to participate in any conferences or meetings with any taxing authority relating to any Company tax audit and any subsequent administrative or judicial proceedings. Nothing in this Section 6 limits any Member's ability to take any action in its individual capacity with respect to tax audit matters to the extent permitted by Code Sections 6221 through 6233 or any similar state or local provision of law.

(b) Regarding the potential obligation of a former Member under this paragraph, the following shall apply: (i) each Member agrees that notwithstanding any other provision in this Agreement if it is no longer a Member it shall nevertheless be obligated for any responsibilities under Section 6.5, as if it were a Member prior to withdrawal from the Company and/or transfer of its interest; and (ii) as applicable, the Manager will not be required to consent to the transfer of interest of any Member unless the transferee receiving such interest agrees that in the event the transferor of such interest does not fulfill its obligation under the preceding clause (i) within 20 business days following written demand by the Manager, such transferee shall be jointly and severally liable with such transferor for such obligation and the Manager may thereafter treat the transferee as the relevant Member for purposes of this Subsection. The Partnership Representative will provide prompt written notification to each Member in the event of any audit of the Company by the United States Internal Revenue Service and provide all information reasonably requested by any Member regarding such audit and associated proceedings. The provisions of this Section

6.5 will not apply to any taxable year of the Company for which the Company has made a valid election out of Subchapter C of Chapter 63 of the Code pursuant to Section 6221 of the Code.

6.7 Certificates

(a) Description Of Units Certificates. The certificates of Units shall be numbered in the order in which they are issued. They shall be maintained in the corporate Units record book until issued, shall be issued in consecutive order and a record of the name of the person owning the Units, with the date of issuance and number thereof, shall be kept by the Secretary. Such certificates shall exhibit the holder's name and the number of Units. They shall be signed by the President or Vice President, and countersigned by the Secretary and Treasurer, and sealed with the seal of the Company.

(b) Transfer Of Units. The Units of the Company shall be assignable and transferable on the books of the Company only by the person in whose name it appears on said books, his legal representatives or by his duly authorized agent. In case of transfer by attorney, the power of attorney, duly executed and acknowledged, shall be deposited with the Secretary. In all cases of transfer, the former certificate must be surrendered up and cancelled before a new certificate can be issued.

(c) Lost Certificates. If a Member shall claim to have lost or destroyed a certificate or certificates of Units issued by the Company, the Board of Managers may direct, at its discretion, a new certificate or certificates issued, upon the making of an affidavit of that fact by the person claiming the certificate of Units to be lost or destroyed, and upon the deposit of a bond or other indemnity in such amount and with such sureties, if any, as the Board may require.

(d) Endorsement Upon Unit Certificates. Upon the execution of this Agreement, each certificate representing Units of the Company now or hereafter issued shall contain an endorsements substantially in the following form:

> THE UNITS REPRESENTED BY THIS CERTIFICATE SHALL NOT BE SOLD, TRANSFERRED, PLEDGED, HYPOTHECATED, ENCUMBERED OR DISPOSED OF IN ANY MANNER WHATSOEVER EXCEPT IN ACCORDANCE WITH AND SUBJECT TO THE TERMS AND CONDITIONS OF THE OPERATING AGREEMENT EXECUTED BY THE MEMBERS OF THE COMPANY, A COPY OF WHICH IS ON FILE IN THE PRINCIPAL OFFICE OF THE COMPANY.

> "THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE LAWS."

ARTICLE 7: DISSOLUTION

***7*.1 Company Dissolution.** The Company shall be dissolved, and its affairs wound up only upon the happening of any of the following events:

The sale or other disposition by the Company of all or substantially all of its assets;

(a) Upon the election to dissolve the Company by the Members, in their sole discretion;

(b) The passage of 90 consecutive days during which the Company has no members, unless consent to admit a member is given by transferees owning the right to receive a majority of distributions and at least one person is so admitted;

(c) The entry of a decree of judicial dissolution pursuant to Florida law; or

(d) The filing of a statement of administrative dissolution by the Florida Department of State.

7.2 Effective Date. Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the winding up of the Company has been completed and the assets of the Company have been distributed as provided herein.

7.3 Winding Up. *If* the Company is dissolved, the Board of Managers shall appoint a liquidator (the "Liquidator"), and the Liquidator shall cause the Company's business to be liquidated as promptly as is consistent with obtaining the fair market value of the Company's assets. The Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in the next sentence. The proceeds of the liquidation of the Company shall be distributed in the following order and priority:

(a) First, to the creditors of the Company, including any Member who is a creditor, to the fullest extent permitted by applicable law, in satisfaction of Company liabilities (whether by payment or by making reasonable provision for payment thereof, including the setting up of any reserves which are reasonably necessary therefor);

(b) Second, to the Members in an amount equal to any unreturned contributions; and

(c) Third, to the Members, pro rata, in accordance with their positive Capital Account balances.

7.4 Payment of Liabilities upon Dissolution. After determining that all of the Company's known debts and liabilities have been paid or adequately provided for, the Company shall distribute the remaining assets to the Members in accordance with their positive capital account balances, after taking into account income and loss allocations for the Company's taxable year during which liquidation occurs.

7.5 Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall (a) be entitled to look only to the Company's assets for the return of their positive Capital Account balance, and (b) have no recourse for their Capital Contribution and/or share of Net Profits against any other Member, except as otherwise provided herein.

7.6 **Articles of Dissolution.** *The* Company shall file Articles of Dissolution with the Florida Secretary of State upon the Company's dissolution on the Company's completion of the winding up of its affairs.

ARTICLE 8: GENERAL PROVISIONS

8.1 Amendments. Except as otherwise provided herein, this Agreement may be altered, amended, repealed or added to by the vote of the Board of Managers of this Company at any regular meeting of the Board, or at a special meeting of Managers called for that purpose provided a quorum of the Managers are present at such regular or special meeting. This Agreement, and any amendments to them, and new provisions added by the Managers, may be amended, altered or replaced by the Members at any annual or special meeting of the Members. Anything in this Agreement notwithstanding, no amendment may be made without the affirmative vote of those Members owning or having the right to vote 70% of the Units of the Company.

8.2 Power of Attorney. By signing this Agreement or a counterpart signature page or joinder hereto, each Member constitutes and appoints the Manager as its true and lawful representative and attorney-in-fact, in its name, place, and stead to make, execute, sign, acknowledge, deliver or file: (a) the Certificate, this Agreement, and any other instruments, documents and certificates that may from time to time be required by any law to effectuate, implement and continue the valid and subsisting existence of the Company; (b) all instruments, documents and certificates that may be required to effectuate the dissolution and termination of the Company in accordance with the provisions of this Agreement and the Act; (c) such instruments, documents or certificates that may be required to be filed pursuant to the securities laws of the United States with the United States Securities and Exchange Commission; (d) all instruments, deeds, documents, or certificates that may from time to time be required of the Company by the

laws of the United States of America, the laws of the State of Florida or any other jurisdiction in which the Company shall conduct its affairs in order to qualify or otherwise enable the Company to conduct its affairs in such jurisdictions; (e) all amendments of this Agreement or the Certificate contemplated by the terms of this Agreement including, without limitation, amendments reflecting the addition or substitution of any Member, or any action of the Members or the Members duly taken pursuant to this Agreement whether or not such Member voted in favor of or otherwise approved such action; and (f) any other instrument, certificate or document required from time to time to admit a Member, to effect the substitution of a Member, to effect the substitution of a Member's assignee as a Member, to effect a Transfer pursuant to the provisions of this Agreement or to reflect any action of the Members or the Members provided for in this Agreement. The foregoing grant of authority: (i) is a special power of attorney coupled with an interest in favor of the Manager and as such shall be irrevocable and shall survive the death or disability of a Member that is a natural person or the merger, dissolution or other termination of the existence of a Member that is a corporation, association, Membership, limited liability company or trust; and (ii) shall survive the assignment by the Member of the whole or any portion of its interest, except that where the assignee of the whole thereof has furnished a power of attorney, this power of attorney shall survive such assignment for the sole purpose of enabling the Manager to execute, acknowledge and file any instrument necessary to effect any permitted substitution of the assignee for the assignor as a Member and shall thereafter terminate. Notwithstanding the foregoing, this power of attorney shall expire as to such Member immediately after the termination of the Company.

8.3 Notices. Except as expressly required by law, all notices, writings, offers, acceptances, refusals, payments or agreements given or required to be given under this Agreement shall be made in writing and shall be transmitted by BOTH (a) email to the most current email address the Company has on its books and records for the intended recipient and (b) U.S. Postal Service Regular Mail. If any Member does not have access to an email account, notice may be given to that Member by one of the following methods: hand-delivery signed for by the recipient, certified mail return-receipt requested postage prepaid, or U.S. Postal Service Priority or Express Mail. All notices shall be sent:

(a) If to the Company, to the principal email address and principal business office address of the Company;

(b) if to the Members, the last known residence address and email address appearing on the books of the Company of each intended recipient Member or of which the Company has received notice; and

(c) a copy of all such notices shall be sent to the Company's then legal counsel.

All Members MUST provide a valid primary email address to the Company no later than the date of execution of this Members' Agreement; and the Member shall inscribe that email address on the signature page below his, her or that entity's signature. It is each Member's individual responsibility to regularly check that email account for notices from the Company; and it is the Member's individual responsibility to update the Company with any change of email address or mailing address.

The date of hand-delivery or Two days after the date of proper mailing of such notice shall be deemed to be the date of such notice for purposes of this Agreement. Notwithstanding the foregoing, if a Member or other person entitled to the receipt of written notice notifies the Company of any period of more than Ten days that the Member's mail or email will be inaccessible during that period of time, such notice shall not be given until the Member regains access to mail or email or, alternatively, if the Company has knowledge of the Member's temporary address during that period such notice may be hand-delivered or mailed in the manner provided in this Paragraph 24 to such temporary address.

8.4 Dispute Resolution. All claims, demands, disputes, or controversies between or among the Parties to this Agreement seeking only money damages not exceeding $10,000 exclusive of legal fees and costs may be submitted to and determined by binding arbitration. If the Parties are unable to agree on an arbitrator or arbitrators within 10 days after any party shall have properly requested arbitration, the Parties hereto shall settle the dispute by arbitration pursuant to the Florida Arbitration Code, Florida Statutes, Chapter 682. All other claims,

disputes or controversies may be resolved by filing an action in the Circuit Court of Palm Beach County, Florida or any other tribunal of competent jurisdiction in Palm Beach County, Florida.

8.5 Person s Bound. This Agreement shall inure to the benefit of and be legally binding upon the Parties hereto and the heirs, executors, administrators, successors, assigns, and transferees of them and each of them.

8.6 Entire Agreement. This is the entire understanding and agreement of the Parties. No alteration, amendment or future understanding shall be binding unless reduced to writing and signed by all of the Parties hereto.

8.7 Waiver. No right or remedy under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver.

8.8 Construction. Wherever used herein, (1) the singular shall include the plural and the plural the plural shall include the singular; and (ii) the use of the masculine, feminine or neuter gender shall include the use of any other gender where applicable. Wherever used herein, the terms "Units" or "Units Certificates" or "Share Certificates" shall include, where applicable, voting trust certificates and/or Units represented thereby; and all restrictions, terms and conditions hereof applicable to Units or certificates representing such Units shall be equally applicable to voting trust certificates and to any and all interests of Members represented by voting trust certificates. Any headings preceding the text of the provisions of this Agreement are inserted solely for the convenience of reference, do not constitute a part of this Agreement, and shall not affect the meaning, construction or effect of that provision.

8.9 Binding Effect. Subject to the provisions of this Agreement relating to the transferability of Membership Interests and the rights of Transferees, this Agreement is binding on and will inure to the benefit of the Company, the Members and their respective distributes, successors and assigns.

8.10 Governing Law; Venue. This Agreement is being delivered and is intended to be performed in the State of Florida and shall be construed and enforced in accordance with the substantive laws of Florida. Any disputes hereunder and in the further event that such disputes may not be resolved amicably, upon any ensuing litigation or arbitration, such proceedings shall be brought in the applicable federal or state tribunal located in Palm Beach County, Florida, and each of the Parties hereto for themselves and their successors and assigns hereby agree to submit to the personal jurisdiction of such tribunal in such county; and they further agree that each such party and/or his successors and assigns, may be served notice of any such proceeding by any one or more methods including but not limited to publication in a newspaper of general circulation in Palm Beach County, Florida.

8.11 Severability. If any term, provision, or condition of this Agreement shall be found by any tribunal of competent jurisdiction to be against public policy, illegal or void in any manner whatsoever, and such determination shall be upheld upon exhaustion of all appeals, such determination shall have no effect on the remaining terms, provisions and conditions of this Agreement and the remainder of this Agreement shall be read and interpreted as if such void or illegal provision were not a part hereof.

8.12 Counterparts. This Agreement may be executed in several counterparts and all of such counterparts, taken together, shall constitute one Agreement.

8.13 Anti-Money Laundering. Notwithstanding any other provision of this Agreement, the Manager, in its own name and on behalf of the Company, shall be authorized without the consent of any Person, including any other Member, to take such action as it determines in its sole discretion to be necessary or advisable to comply with any anti-money laundering or anti-terrorist laws, rules, regulations, directives or special measures, including the actions contemplated in any Subscription Agreement related to the Company.

8.14 Electronic Signatures. The execution of this Agreement by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the parties hereto. Such electronic signatures may be used by the parties in lieu of the original signature page(s) of this Agreement for

any and all purposes. Additionally, any signatures of the parties to this Agreement that are transmitted to the other party by facsimile shall be deemed original signatures for all purposes.

8.15 Time is of the Essence. With respect to any and all provisions herein contained setting forth periods of time or dates on which certain events are to take place or are to be based, it is agreed that each and every such date or period of time is of the essence in connection with the full performance of all provisions hereof and no such date or provisions of time may be changed, altered, amended, except in connection with a formal amendment of this Agreement in the manner herein provided.

8.16. Execution by Spouse. If any one or more Members are married at the time of the execution of this Agreement, unless the spouse of such Member is also a Member and party hereto, such Member shall cause his or her spouse to execute a form of Consent of Spouse, and this Agreement shall not constitute a fully executed Agreement until such execution of such consent form by the said spouse. If Member is not married at the time of the execution of this Agreement, such Member hereby covenants and agrees that upon any later marriage such Member thereupon shall immediately cause his or her spouse to execute the form of Consent of Spouse identical to the form attached hereto and made a part hereof as Schedule D. Upon the failure of any such spouse to execute such consent form within Five days from and after any request in writing by any other Member, such failure shall constitute an offer by the Member to sell his Units of the Company for a purchase price equal to One-Third of the book value.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed the day and year first above written.

Family Enterprises Group LLC.

_____

Antonio Rondeau, Manager and President of Company

MEMBERS:

_____

_____, Member

_____

_____, Member

_____

_____, Member

_____

_____, Member

_____

_____, Member

_____

_____, Member

EXHIBIT A

Member Name	Address	Percentage Interest	Units
Antonio Rondeau			