

**AMENDED AND RESTATED OPERATING AGREEMENT OF  
AMIN HOLDINGS I, LLC  
OPERATING AGREEMENT**

This Operating Agreement (this “Agreement”) is entered into as of the 23 day of October, 2013, by and among Shoham Amin and Sudha Amin. This agreement shall supersede all previous agreements for the Company. Terms not defined in this paragraph shall have the meanings set forth in Article I hereof.

**EXPLANATORY STATEMENT**

On June 20, 2013, the parties hereto caused a limited liability company to be organized under the laws of the State of Delaware under the name of “Amin Holdings I, LLC” (the “Company”). This Agreement sets forth the understanding pursuant to which the parties have been and will operate the Company.

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

**SECTION I  
DEFINED TERMS**

The following capitalized terms shall have the meanings specified in this Section I. Other terms, which are defined in the text of this Agreement and, throughout this Agreement, shall have the meanings respectively ascribed to them.

1.1 “Act” means the Delaware Limited Liability Company Act, codified at Title 6 of the Delaware General Laws, Sections 18-101 through 18-1109, as the same may be amended from time to time.

1.2 “Adjusted Capital Account Deficit” means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder’s Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

1.2.1 the deficit shall be decreased by the amounts which the Interest Holder is obligated to restore pursuant to Section 4.5.2 or is deemed obligated to restore pursuant to Regulation Sections 1.704-2(g)(1) and (i)(5) (i.e., the Interest Holder’s share of Minimum Gain and Member Minimum Gain); and

1.2.2 the deficit shall be increased by the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

1.3 “Additional Capital Contribution” means, with respect to each Interest Holder, that amount shown opposite the Interest Holder’s name under the heading “Additional Capital Contribution” on Exhibit A.

1.4 “Adjusted Additional Capital Contribution Balance” means, as of any day, an Interest Holder’s total Additional Capital Contributions less all amounts actually distributed to the Interest Holder pursuant to Section 4.2.4.4 hereof in reduction of the Interest Holder’s Additional Capital Contributions. If any Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Adjusted Additional Capital Contribution Balance of the transferor to the extent the Adjusted Additional Capital Contribution Balance relates to the Interest transferred.

1.5 “Adjusted Initial Capital Contribution Balance” means, as of any day, an Interest Holder’s total Capital Contributions less all amounts actually distributed to the Interest Holder pursuant to Section 4.2.4.3 hereof in reduction of the Interest Holder’s Initial Capital Contribution. If any Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Adjusted Initial Capital Contribution Balance of the transferor to the extent the Adjusted Initial Capital Contribution Balance relates to the Interest transferred.

1.6 “Affiliate” means, with respect to any Member, any Person: (i) which owns more than 20% of the voting interests in the Member; or (ii) in which the Member owns more than 20% of the voting interests; or (iii) in which more than 20% of the voting interests are owned by a Person who has a relationship with the Member described in clause (i) or (ii) above.

1.7 “Agreement” means this Agreement, as amended from time to time.

1.8 “Book Value” means the book value of a Member’s Interest, determined, at the Company’s expense, by the Company’s accountant as of the date of the event of Involuntary Withdrawal in question. The determination of the accountant shall be binding and conclusive upon the parties.

1.9 “Capital Account” means the account to be maintained by the Company for each Interest Holder in accordance with the following provisions:

1.9.1 an Interest Holder’s Capital Account shall be credited with the Interest Holder’s Capital Contributions, the amount of any Company liabilities assumed by the Interest Holder (or which are secured by the Company property distributed to the Interest Holder), the Interest Holder’s allocable share of Profit and any item in the nature of income or gain specially allocated to the Interest Holder pursuant to the provisions of Section IV (other than Section 4.5.3); and

1.9.2 an Interest Holder’s Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Interest Holder, the Interest Holder’s allocable share of Loss, and any item in the nature of expenses or losses specially allocated to the Interest Holder pursuant to the provisions of Section IV (other than Section 4.5.3).

If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest. If the book value of Company property is adjusted pursuant to Section 4.5.3, the Capital Account of each Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Interest Holders shall

be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

1.10 “Capital Contribution” means, with respect to any Interest Holder, the total capital contribution made by that Interest Holder to the Company, including that Interest Holder’s (i) Initial Capital Contribution; (ii) Additional Capital Contributions; and (iii) any other capital contributions made by the Interest Holder.

1.11 “Capital Proceeds” means the gross receipts received by the Company from a Capital Transaction.

1.12 “Capital Transaction” means any transaction not in the ordinary course of business which results in the Company’s receipt of cash or other consideration other than Capital Contributions, including without limitation, proceeds of sales or exchanges or other dispositions or property not in the ordinary course of business, financings, refinancing, condemnations, recoveries of damage awards, and insurance proceeds.

1.13 “Cash Flow” means all such funds derived from operations of the Company (including interest received on reserves), without reduction for any noncash charges, but less cash funds used to pay operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the Manager. Cash Flow shall be increased by the reduction of any reserve previously established.

1.14 “Code” means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

1.15 “Company” means the limited liability company organized in accordance with this Agreement.

1.16 “Fair Market Value” means the amount that would be paid to a Member if all of the Company’s assets were sold in an arm’s length transaction to an unrelated third party on the date of the event of Involuntary Withdrawal, the Company’s debts were paid, and all remaining Company funds were distributed to the Members in accordance with Section 4.4. “Fair Market Value” shall be determined at the Company’s expense, by an M.A.I. certified appraiser selected by the Company, who may rely on the advice of the Company’s accountant with regard to the debts of the Company and the allocation of any remaining amount among the Company’s Members. The determination of that appraiser shall be binding and conclusive upon the parties.

1.17 “Family” means any Member’s (i) spouse, (ii) lineal ancestors or descendants by birth or adoption, (iii) siblings, (iv) the spouse of any individual described in subparagraphs (i) through (iii), (v) a custodian for any individual described in subparagraphs (ii) and (iii) under an appropriate state’s Uniform Transfers To Minors Act or Uniform Gifts To Minors Act, as the case may be, (vi) trusts for the exclusive benefit of a Member or any of the individuals described in subparagraphs (i) through (iv), or (vii) a limited liability company or partnership, all of the members or partners of which are individuals described in subparagraphs (i) through (v) or trusts described in subparagraph (vi).

1.18 “Gross Asset Value” means with respect to any asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

1.18.1 The initial Gross Asset Value of any asset contributed by an Interest Holder to the Company shall be the gross fair market value of the asset, as determined by the contributing Interest Holder and the Company.

1.18.2 The Gross Asset Values of Company assets shall be adjusted to reflect any reevaluations made pursuant to Section 3.3 of this Agreement.

1.18.3 The Gross Asset Value of any Company asset distributed to a Member shall be the gross fair market value of the asset on the date of distribution.

1.18.4 The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Sections 734(b) or 743(b) of the Code should the Company make an election under Section 754 of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 1.18.4 to the extent the Members determine that an adjustment pursuant to this Section 1.18.4 is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 1.18.4.

1.18.5 If the Gross Asset Value of an asset has been determined or adjusted pursuant to subsections 1.18.1, 1.18.2 or 1.18.4, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

1.19 “Initial Capital Contribution” means, with respect to each Interest Holder, that amount shown opposite the Interest Holder’s name under the heading “Initial Capital Contribution” on Exhibit A.

1.20 “Interest” means (i) as to a Member, the Member’s membership interest in the Company and (ii) as to successor to a Member who has not been admitted as a Member, that Person’s share of the Profits and Losses of, and the right to receive distributions from, the Company.

1.21 “Interest Holder” means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

1.22 “Involuntary Withdrawal” means, with respect to any Member, the occurrence of any of the following events:

1.22.1 an assignment by such Member for the benefit of creditors;

1.22.2 the filing of a voluntary petition of bankruptcy by such Member;

1.22.3 such Member is adjudged bankrupt or insolvent or there is entered against such Member an order for relief in any bankruptcy or insolvency proceeding;

1.22.4 the filing by such Member of a petition or answer seeking for such Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;

1.22.5 such Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of, such Member or of all or any substantial part of such Member's assets;

1.22.6 the filing by such Member of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Member in any proceeding described in Subparagraphs (i) through (v);

1.22.7 any proceeding against such Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, which continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for such Member or all or any substantial part of such Member's assets without such Member's agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated; or

1.22.8 the death of such Member;

1.22.9 the appointment of a legal guardian for the person or property of a Member;

or

1.22.10 the dissolution of a Member which is not an individual.

1.23 "Majority-in-Interest" refers to Members holding at least sixty-six and two thirds percent (66.66%) of the Percentages then held by the Members.

1.24 "Manager" means the Person designated as such in Section V of this Agreement.

1.25 "Member" means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company.

1.26 "Member Loan Nonrecourse Deductions" means any Company deductions that would be Nonrecourse Deductions if they were not attributable to a loan made or guaranteed by a Member within the meaning of Regulation Section 1.704-2(i).

1.27 "Member Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse debt minimum gain."

1.28 "Membership Rights" means all of the rights of a Member in the Company, including a Member's: (i) Interest; (ii) right to inspect the Company's books and records; (iii) right to participate, subject to the terms of this Agreement, in the management of and vote on matters coming before the Company; and (iv) unless this Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.

1.29 “Minimum Gain” has the meaning set forth in Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Interest Holder in a manner consistent with the Regulations under Code Section 704(b).

1.30 “Negative Capital Account” means a Capital Account with a balance of less than zero.

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

1.32 “Nonrecourse Liability” has the meaning set forth in Regulation Section 1.704-2(b)(3).

1.33 “Percentage” means with respect to each Interest Holder, that amount shown opposite the Interest Holder’s name under the heading “Percentage” on Exhibit A

1.34 “Person” means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

1.35 “Positive Capital Account” means a Capital Account with a balance greater than zero.

1.36 “Priority Return” means an amount equal to ten (10%) percent per annum of the Adjusted Additional Capital Contribution Balance of a Member outstanding from time to time, calculated annually on a cumulative basis.

1.37 “Profit” and “Loss” means, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company’s taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

1.37.1 all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;

1.37.2 any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss;

1.37.3 any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss;

1.37.4 gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes;

1.37.5 in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

1.37.6 notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profit or Loss.

1.38 “Regulation” means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

1.39 “Department of State” means the Department of State of Delaware.

1.40 “Successor” means all Persons to whom all or any part of an Interest is transferred either because of (i) the sale or gift by any Member of all or any part of its Interest, (ii) an assignment of any Member’s Interest due to such Member’s Involuntary Withdrawal, or (iii) the dissolution of Investment LLC or its successors or assigns.

1.41 “Transfer” means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

1.42 “Unpaid Priority Return” means the excess, if any, of the Priority Return over all amounts previously paid in respect to the Priority Return as of the date in question.

1.43 “Withdrawal” means a Member’s dissociation from the Company by any means.

## **SECTION II**

### **FORMATION AND NAME; OFFICE; PURPOSE; TERM**

2.1 Organization. The Company organized a limited liability company pursuant to the Act and the provisions of this Agreement and, for that purpose, caused Articles of Organization to be prepared, executed and filed with Department of State on June 20, 2013.

2.2 Name of the Company. The name of the Company shall be “Amin Holdings I, LLC.” The Company may do business under that name and under any other name or names upon which the Members determine. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a trade name certificate as required by law.

2.3 Purpose. The Company is organized to (1) to acquire, own, lease and operate real estate, and (2) engage in any business permitted under the Act.

2.4 Term. The term of the Company began upon the acceptance of the Articles of Organization by the Department of State and shall continue in existence until terminated pursuant to Section VII of this Agreement.

2.5 Principal Office. The principal office of the Company shall be located at 1901 Fort Myer Drive, Suite 1012, Arlington, Virginia 22209, or at any other place within the State of Delaware which the Members determine.

2.6 Resident Agent. The name and address of the Company's resident agent in the State of Delaware shall be The Company Corporation, with a Delaware address at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

2.7 Members. The name, present mailing address and Percentage of each Member are set forth on Exhibit A.

2.8 Securities Law Representation. Each Member hereby represents and warrants to the Company that such Member's acquisition of an interest in the Company is made for such Member's own account for investment purposes only and not with a view to the resale or distribution of such interest. Each Member agrees that such Member will not Transfer any or all of such Member's Interest in violation of applicable securities laws.

### **SECTION III** **MEMBERS; CAPITAL; CAPITAL ACCOUNTS**

3.1 Initial Capital Contributions. The Members have contributed or will contribute as of the date of execution of this Agreement to the Company the cash as set forth on Exhibit A.

3.2 Additional Capital Contributions.

3.2.1 The Members, by the affirmative vote of a Majority-in-Interest of the Members, may request that the Members make additional capital contributions, in an aggregate amount determined by the Members and in proportion to their respective Percentages. In the event that any Member does not make his additional contribution, the proportionate respective Percentages and capital account balances of the Members shall be adjusted to reflect such additional contributions as are actually made, and Exhibit A hereto shall be deemed amended accordingly. In lieu of the forgoing, to the extent any Member fails to make those additional capital contributions, any Member may lend the deficiency to the Company; and the amount so loaned shall accrue interest at the rate of ten percent (10%) per annum, with principal and interest repayable upon approval of a Majority-in-Interest of the Members.

3.2.2 Loans. Upon approval of a Majority-in-Interest of the Members, any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

3.3 Revaluation of Partnership Property. In the sole discretion of the Members, the Capital Accounts of the Members may be adjusted to reflect a revaluation of the property of the Company (including intangible assets such as goodwill) to its fair market value in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f), at the following times: (a) in connection with the acquisition of an interest in the Company by a new or existing Member for more than a de minimis capital contribution; (b) in connection with a distribution of money or other property (other than a de minimis amount) by the Company to a retiring or continuing Member as consideration for an

interest in the Company; or (c) in connection with the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g). In the event of any revaluation of the property of the Company hereunder, the Capital Accounts of the Members shall be adjusted, including adjustments for depreciation, to the extent provided in Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and (g).

## **SECTION IV PROFIT, LOSS, AND DISTRIBUTIONS**

### 4.1 Distributions of Cash Flow.

4.1.1 Cash Flow shall be distributable to the Members at the time or times and in the amounts determined by a Majority-in-Interest of the Members. The Members shall endeavor, however, to distribute Cash Flow to the Members no later than ninety (90) days after the end of each calendar year: Cash Flow shall be distributed in the following order of priority:

4.1.1.1 First, to each Interest Holder, until each Interest Holder has received an amount of Cash Flow equal to its Priority Return for that taxable year;

4.1.1.2 Second, to each Interest Holder, until each Interest Holder has received an amount of Cash Flow equal to his or its Unpaid Priority Return; then

4.1.1.3 Any Cash Flow remaining after distributions have been made pursuant to Sections 4.1.1.1 through 4.1.1.2 above shall be distributed to the Interest Holders in proportion to their respective Percentages.

4.1.2 Notwithstanding anything to the contrary contained herein, in the event and to the extent of any unpaid Capital Contribution of any Member, such Member hereby directs that any Cash Flow to be distributed to such Member in accordance with Section 4.1.1 above be applied by the Company to such unpaid Capital Contribution until the same has been paid in full.

4.2 Distributions of Capital Proceeds. Capital Proceeds shall be distributed and applied by the Company in the following order and priority:

4.2.1 First, to the payment of all expenses of the Company incident to the Capital Transaction;

4.2.2 Second, to the payment of debts and liabilities of the Company then due and outstanding (including all debts due to any Member);

4.2.3 Third, to the establishment of any reserves which the Members deem necessary for liabilities or obligations of the Company; then

4.2.4 The balance shall be distributed as follows:

4.2.4.1 First, to each Interest Holder, until each Interest Holder has received an amount of Capital Proceeds equal to his Priority Return for that taxable year;

4.2.4.2 Second, to each Interest Holder, until each Interest Holder has received an amount of Capital Proceeds equal to his or its Unpaid Priority Return;

4.2.4.3 Third, to the Interest Holders in proportion to their respective Adjusted Initial Capital Contribution Balances, until their remaining Adjusted Initial Capital Contribution Balances have been reduced to zero;

4.2.4.4 Fourth, to the Interest Holders in proportion to their respective Adjusted Additional Capital Contribution Balances, until their remaining Adjusted Additional Capital Contribution Balances have been reduced to zero; then

4.2.4.5 Any Capital Proceeds remaining after distributions have been made pursuant to Sections 4.2.4.1 through 4.2.4.3 above shall be distributed to the Interest Holders in accordance with their respective Percentages.

#### 4.3 Allocation of Profit or Loss.

4.3.1 Subject to Section 4.5 hereof, for purposes of maintaining Capital Accounts, the Company's Profit and Loss (including Profit and Loss from capital events and from operations) shall be allocated among the Members in a manner so that the Capital Account of each Member, immediately after giving effect to the allocation is, as nearly as possible, equal (proportionately) to the amount of the distributions which would be made to such Member during such fiscal year pursuant to Sections 4.1 and 4.2, based on the assumptions that (i) the Company is dissolved and terminated, (ii) its affairs are wound up and each Company asset is sold for cash equal to its Gross Asset Value, (iii) all Company liabilities are satisfied (limited with respect to each nonrecourse liability to the Gross Asset Values of the asset(s) securing such liability), and (iv) the net assets of the Company are distributed in accordance with Sections 4.1 and 4.2 to the Members immediately after giving effect to the allocation. The Members may make such other assumptions as they deem necessary or appropriate in order to effectuate the intended economic arrangement among the Members as reflected in Sections 4.1 and 4.2, including allocations of items of gross income.

4.3.2 Notwithstanding the other provisions of this Section 4, the Profits (or items thereof) or Losses (or items thereof) of the Company for the taxable year of liquidation of the Company shall be allocated (and such allocations shall be taken into account in determining the final liquidating distributions of the Company), to the extent possible, in a manner so that the Capital Account of each Member immediately prior to the final liquidating distribution is equal to the amount which would have been distributable to such Member under Sections 4.1 and 4.2 hereof so that the distribution of positive Capital Account balances pursuant to Section 4.4 will, to the maximum extent possible, be in the same amounts as if the distribution had been made under Sections 4.1 and 4.2 without regard to Section 4.4.

4.3.3 General. For purposes of determining Capital Account balances under this Section 4.3:

4.3.3.1 Profit and Loss with respect to any taxable year of the Company shall be allocated before reducing Capital Accounts by any distributions for such taxable year.

4.3.3.2 A Member's Capital Account balance shall be deemed to be increased by such Member's share of Minimum Gain and Member Minimum Gain determined as of the end of such taxable year.

#### 4.4 Liquidation and Dissolution.

4.4.1 If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders in accordance with the balances in their respective Capital Accounts, after taking into account the allocations of Profit or Loss pursuant to Section 4.3, and distributions, if any, of cash or property pursuant to Sections 4.1 and 4.2.

4.4.2 No Interest Holder shall be obligated to restore a Negative Capital Account.

#### 4.5 Regulatory Allocations.

4.5.1 Qualified Income Offset. No Interest Holder shall be allocated Losses or deductions if the allocation causes the Interest Holder to have an Adjusted Capital Account Deficit. If an Interest Holder receives (1) an allocation of Loss or deduction (or item thereof) or (2) any distribution, which causes the Interest Holder to have an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Interest Holder, before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the excess as quickly as possible. This Section 4.5.1 is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

4.5.2 Minimum Gain Chargeback. Except as set forth in Regulation Section 1.704-2(f)(2), (3) and (4), if, during any taxable year, there is a net decrease in Minimum Gain or Member Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this Section IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Interest Holder's share of the net decrease of Minimum Gain or Member Minimum Gain. Allocations of gross income and gain pursuant to this Section 4.5.2 shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the meaning of the Regulations promulgated under Code Section 752), to the extent of the Minimum Gain or Member Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section 4.5.2 shall constitute a "minimum gain chargeback" under Regulation Sections 1.704-2(f) or 1.704-2(i)(4).

4.5.3 Contributed Property and Book-ups. In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent

allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code Section 704(c) using the “traditional method” described in Regulation Section 1.704-3(b).

4.5.4 Code Section 754 Adjustment. To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the gain or loss shall be specially allocated to the Interest Holders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

4.5.5 Nonrecourse Deductions. Nonrecourse Deductions for a taxable year or other period shall be specially allocated among the Interest Holders in proportion to their Percentages.

4.5.6 Member Loan Nonrecourse Deductions. Any Member Loan Nonrecourse Deduction for any taxable year or other period shall be specially allocated to the Interest Holder who bears the risk of loss with respect to the loan to which the Member Loan Nonrecourse Deduction is attributable in accordance with Regulation Section 1.704-2(b).

4.5.7 Guaranteed Payments. To the extent any compensation paid to any Member by the Company is determined by the Internal Revenue Service not to be a guaranteed payment under Code Section 707(c) or is not paid to the Member other than in the Person’s capacity as a Member within the meaning of Code Section 707(a), the Member shall be specially allocated gross income of the Company in an amount equal to the amount of that compensation, and the Member’s Capital Account shall be adjusted to reflect the payment of that compensation.

4.5.8 Unrealized Receivables. If an Interest Holder’s Interest is reduced (provided the reduction does not result in a complete termination of the Interest Holder’s Interest), the Interest Holder’s share of the Company’s “unrealized receivables” and “substantially appreciated inventory” (within the meaning of Code Section 751) shall not be reduced, so that, notwithstanding any other provision of this Agreement to the contrary, that portion of the Profit otherwise allocable upon a liquidation or dissolution of the Company pursuant to Section 4.4 hereof which is taxable as ordinary income (recaptured) for federal income tax purposes shall, to the extent possible without increasing the total gain to the Company or to any Interest Holder, be specially allocated among the Interest Holders in proportion to the deductions (or basis reductions treated as deductions) giving rise to such recapture.

#### 4.6 General.

4.6.1 Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Members.

4.6.2 If any assets of the Company are distributed in kind to the Members, those assets shall be valued on the basis of their fair market value, and any Member entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Members so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be

determined by an independent appraiser who shall be selected by the Manager. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.3 and shall be properly credited or charged to the Capital Accounts of the Members prior to the distribution of the assets in liquidation pursuant to Section 4.4.

4.6.3 All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Members as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Member and the successor on the basis of the number of days each was an Member during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to a Capital Transaction or to any other extraordinary nonrecurring items of the Company.

4.6.4 The Manager is hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to a Member without the Member's prior written consent.

## **SECTION V**

### **MANAGEMENT, RIGHTS, AND DUTIES**

5.1 Management. The business and affairs of the Company shall be managed under the direction of the Members, subject to the provisions of Section 5.2.

5.2 Appointment of Manager. Notwithstanding anything in Section 5.1 to the contrary, the Members may appoint a Manager to carry out the Company's day-to-day affairs. The Manager's duties shall include the payment, out of Company funds, of the Company's expenses, hiring and firing of personnel, oversight of maintenance of the Property, and supervision of the Company's business in general. The Manager need not be a Member. The initial Manager shall be Shoham Amin. A Manager may be removed by the Members by the affirmative vote of a Majority-in-Interest of the Members and may be replaced by the Members by such vote. Each Person selected to serve as a Manager shall hold that position until the Person is removed or the Person resigns. A Manager may resign at any time upon written notice to the Company. Notwithstanding anything herein to the contrary, the Manager shall have no authority to create any note, mortgage, pledge, assignment or other obligation, or any guarantee or suretyship thereof, in favor of any Person which provides or requires that any Member shall be personally liable for the payment of all or any part thereof, without the express written consent of each Member who will be held personally liable thereunder.

5.3 Meetings of and Voting by Members.

5.3.1 A meeting of the Members may be called at any time by any Member or Members holding a Percentages equal to or greater than twenty-five percent (25%) of the total Percentages. Meetings of Members shall be held at the Company's principal place of business, or

at any other place in Delaware, designated by the Person calling the meeting. Not less than ten (10) nor more than ninety (90) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Member. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of Members holding not less than fifty-one percent (51%) of the Percentages then held by Members shall constitute a quorum. A Member may vote either in person or by written proxy signed by the Member or by the Member's duly authorized attorney-in-fact.

5.3.2 Except as otherwise provided in this Agreement, the affirmative vote of a Majority-in-Interest of the Members shall be required to approve any matter coming before the Members.

5.3.3 In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding a Majority-in-Interest of the Percentages then held by Members.

5.4 Personal Services. No Member shall be required to perform services for the Company solely by virtue of being a Member.

5.5 Limitation on Authority of Members.

5.5.1 No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member.

5.5.2 This Section 5.5 supersedes any authority granted to the Members pursuant to Section 4A-401 of the Act. Any Member who takes any action or binds the Company in violation of this Section 5.5 shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.6 Duties of Parties; Liability and Indemnification.

5.6.1 The Manager shall not be liable, responsible, or accountable in damages or otherwise to the Company or to any other Member for any action taken or any failure to act on behalf of the Company within the scope of the authority conferred on the Manager by this Agreement or by law, unless the action was taken or omission was made fraudulently or in bad faith or unless the action or omission constituted (i) gross negligence, (ii) breach of statutory obligations or (iii) material breaches of other contractual arrangements between the Manager and the Company, Members or Affiliates of Members.

5.6.2 Nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct any other business or activity whatsoever, and the Member shall not be accountable to the Company or to any Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to their respective rights (or

the rights of their respective Affiliates) to maintain, expand or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights the Member might otherwise have to share or participate in such other interests or activities of any other Member or the Member's Affiliates.

5.6.3 Each Member understands and acknowledges that, subject to the requirements of this Agreement, the conduct of the Company's business may involve business dealings and undertakings with Members and/or their Affiliates.

5.6.4 The Company shall indemnify the Manager for any act performed by the Manager within the scope of the authority conferred on the Manager by this Agreement.

## **SECTION VI**

### **TRANSFER OF INTERESTS AND WITHDRAWALS OF MEMBERS**

#### 6.1 Member's Interest - General.

6.1.1 A Member may not transfer, assign, mortgage, pledge, hypothecate or otherwise dispose of (hereinafter sometimes referred to as a "Transfer") all or part of the Member's Interest to a person or entity (hereinafter sometimes referred to as an "Assignee") unless such Transfer is made in accordance with the provisions of this Article. Any purported Transfer in violation of the provisions of this Article shall be null and void and any non-transferring Member, in addition to any other remedies available under this Agreement and at law, in equity and otherwise, may seek to enjoin such Transfer and the transferring Member, or his legal representatives, agrees to submit to the jurisdiction of any court of the State of Delaware and to be bound by any order of such court enjoining such purported Transfer. An assignee who receives all or a portion of a Member's Interest in a Transfer made in accordance with the provisions of this Article VI (the "Assignee") shall be entitled to receive all distributions, allocations and economic benefits attributable to the interest transferred to such Assignee, but such Assignee shall in no event be admitted to the Company as a substitute Member unless the additional requirements set forth in Section 6.1.4 below are satisfied.

6.1.2 Notwithstanding any rule of law to the contrary, no Transfer, howsoever accomplished, whether voluntary or involuntary, of a Member's interest, although otherwise permitted under this Article VI, shall be recognized by the Company unless and until the Assignee agrees in writing to be bound by all of the terms of this Agreement, and executes and delivers such other instruments in form and substance satisfactory to a Majority-in-Interest of the Members as they may reasonably deem necessary and desirable.

6.1.3 Unless a Majority-in-Interest of the Members shall otherwise consent, no Transfer shall be permitted if such Transfer would result in a termination or deemed termination of the Company pursuant to Section 708(b)(1)(B) of the Code.

6.1.4 If a Transfer of a Member's Interest satisfies the other requirements of this Article VI, the Assignee shall be entitled to the distributions and allocations which the assigning Member would have been entitled with respect to such interest, but such Assignee shall only become a substitute Member entitled to exercise the assigning Member's other rights under this Agreement (e.g., to vote) if: (i) the Majority-in-Interest of the Members consent to such

substitution, which consent may be withheld for any reason which the Members deem appropriate or for no reason; and (ii) the assigning Member grants the Assignee such right, provided however, that such grant shall be deemed to have been given in the event of a Transfer which occurs by reason of the death of the assigning Member.

6.1.5 Upon the admission of a substitute Member in accordance with this Agreement, Exhibit A to this Agreement shall be amended and reflected to reflect the current list of Members and their respective Percentages.

6.1.6 Upon any Transfer of a Member's Interest or any Involuntary Withdrawal of a Member from the Company, the Member (and the Member's successor) shall cease to have any voting rights in the Company.

## 6.2 Permitted Transfers.

6.2.1 A Member shall be permitted to Transfer all or a portion of his Interest if

6.2.1.1 such Transfer is made with the prior written consent of a Majority-in-Interest of the other Members; or

6.2.1.2 Such Transfer is made to one or more members of the Member's Family, to a trust established for the benefit of the Member or Members of his Family, or to a Company, corporation, limited liability company or other entity wholly owned and controlled by the Member and Members of his Family.

6.2.2 In the case of a Transfer permitted under this Section 6.2, the Assignee of the transferred interest shall hold such transferred interest subject to the terms of this Agreement, including the restrictions on Transfers contained in this Article VI. Without limiting the generality of the foregoing, if the assignor of the transferred interest would have been required to sell the transferred interest pursuant to any provision of this Article VI, the Assignee shall be required to sell the transferred interest on the same terms and conditions as the transferor of the transferred interest.

## 6.3 Right of First Refusal.

Except for Transfers described in Section 6.2, a Member shall not voluntarily sell all or any portion of the Member's Interest unless such Member gives the Company and the other Members a right of first refusal as set forth in this Section 6.3.

6.3.1 Any Member (the "Selling Member") who wishes to sell all or any portion of his Interest (the "Offered Interest"), and who receives a bona fide offer from an unrelated purchaser which the Selling Member wishes to accept, shall give the other Members written notice (the "Offer Notice") of the Selling Member's intent to sell such Interest. The Offer Notice must describe the Offered Interest to be sold and the terms of the proposed sale, including without limitation the purchase price, the name and address of the proposed purchaser of the Offered Interest, the duration, interest rate and payment schedule of any debt instruments to be given by the proposed purchaser as part of the purchase price, and any other facts which would reasonably be deemed material to the proposed sale.

6.3.2 Upon the receipt of the Offer Notice, each other Member shall have the right to buy a proportionate share of the Offered Interest, based upon their relative Percentages, for the same purchase price specified in the Offer Notice (or the current cash equivalent of a non-cash or deferred payment price specified in the Offer Notice). If not all of the other Members desire to purchase their proportionate share of the Offered Interest, the Members desiring to purchase such Offered Interest may agree among themselves as to the proportion in which they will purchase the remaining portion of the Offered Interest. If agreed by a Majority-in-Interest of the other Members, the Company may purchase any portion of the Offered Interest which the other Members do not desire to purchase. The right of first refusal will be deemed accepted if, within sixty (60) days after the date the Offer Notice was given pursuant to Section 6.3.3, the other Members (and, if applicable, the Company) agree to purchase the entire Offered Interest. The right of first refusal may not be exercised as to only a portion of the Offered Interest.

6.3.3 If the Members and the Company do not agree to buy the Offered Interest within the sixty-day period described in Section 6.3.3, the Selling Member shall have a further period of ninety (90) days to complete the sale of the Offered Interest to the proposed purchaser described in the Offer Notice on the terms and conditions set forth in the Offer Notice. If such sale is not completed within such ninety-day period, the Offered Interest may not thereafter be sold unless the other Members are first given a new right of first refusal pursuant to this Section 6.3.

6.3.4 If the other Members or the Company exercise the right of first refusal, the closing on the purchase of the Offered Interest shall be held not later than sixty (60) days after the date such right of first refusal was exercised. The closing will be held during normal business hours at the Company's principal office, or at any other place to which the parties agree. If the Selling Member is not present at the closing, then the buyer(s) shall deposit the purchase price in escrow, to be paid to the Selling Member as soon as is reasonably practicable, and the Offered Interest shall for all purposes of this Agreement be treated as having been transferred to the buyer(s) of the Offered Interest.

6.4 Withdrawals. A Member may not voluntarily withdraw from the Company. In the event of the Involuntary Withdrawal of a Member, the Company, by written notice to the Member given within one (1) year after the event of Involuntary Withdrawal, may elect to purchase the Member's entire Interest; and, in that event, the Member or the Member's successor, as the case may be, shall sell that Interest, and the Company shall purchase that Interest. Closing of the purchase shall take place at the Company's principal office on a date set by the Company, which shall be within thirty (30) days after the date of the Company's election. The purchase price shall be payable in sixty (60) consecutive equal monthly installments, including interest at the minimum rate needed, as of the date of closing, to avoid the imputation of interest under the Code. If the purchase is due to the death of or appointment of a guardian for the Member, the purchase price shall be the Fair Market Value of the Interest. If the purchase is due to any other event of Involuntary Withdrawal, the purchase price shall be the Book Value of the Interest. Title to the Interest shall be good and merchantable, free of liens and encumbrances. If the Company does not purchase the Member's Interest following an event of Involuntary Withdrawal, the successor shall not be admitted as a Member and shall have only the rights to the distributions and allocations to which the withdrawn Member would have been entitled. This provision shall not apply if the successor in the event of an Involuntary Withdrawal is a member of the Member's Family.

**SECTION VII**  
**DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY**

7.1 Events of Dissolution. The Company shall be dissolved if the Members owning not less than sixty- six percent (66%) of the Percentages determine to dissolve the Company. The Company shall not dissolve merely because of any Member's Involuntary Withdrawal.

7.2 Procedure for Winding Up and Dissolution. If the Company is dissolved, the affairs of the Company shall be wound up. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company including Interest Holders who are creditors in satisfaction of the liabilities of the Company, and then to the Interest Holders in accordance with Section 4.4.

7.3 Filing of Articles of Cancellation. If the Company is dissolved, Articles of Cancellation shall be promptly filed with Department of State by the Manager. If there is no Manager, the Articles shall be filed by the last Person to be a Member; if there are no remaining Members or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

**SECTION VIII**  
**BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS**

8.1 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2 Books and Records. The Manager shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting principles and practices.

8.3 Annual Accounting Period. The annual accounting period of the Company shall be the calendar year.

**SECTION IX**  
**GENERAL PROVISIONS**

9.1 Assurances. Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Members deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2 Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a “notice”) required or permitted under this Agreement must be in writing and either delivered by reputable overnight courier with receipted service or sent by certified or registered mail, postage prepaid, return receipt requested. A notice must be addressed to Member at the Member’s last known address on the records of the Company. A notice to the Company must be addressed to the Company’s principal office. A notice delivered by overnight courier will be deemed given on the next succeeding business day after it is sent. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

9.3 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.4 Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members.

9.5 Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Delaware.

9.6 Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.7 Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, Successors, and permitted assigns.

9.8 Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the District of Delaware or any Delaware State Court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

9.9 Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

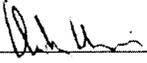
9.10 Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid

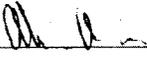
and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

9.11 Counterparts. This Agreement may be executed simultaneously in three counterparts, each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed, or caused this Operating Agreement to be executed, with the intent that it be a sealed instrument, as of the date set forth hereinabove.

WITNESS:

  
\_\_\_\_\_

  
\_\_\_\_\_

MEMBERS:

By   
\_\_\_\_\_   
Shoham Amin, Member

By   
\_\_\_\_\_   
Sudha Amin, Member

EXHIBIT A

**List of Members and Percentages**

<b>NAME</b>	<b>PERCENTAGE</b>
Shoham Amin	99%
Sudha Amin	1%
<b>Total:</b>	100%