IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT,
IN AND FOR BROWARD COUNTY, FLORIDA

SHAWN ROBOTKA, derivatively on behalf of KAIZEN SOLUTIONS INTERNATIONAL, LLC and individually,

Plaintiff,

v.

KAIZEN SOLUTIONS INTERNATIONAL, LLC, a Florida limited liability company, a/k/a KAIZEN INTERNATIONAL SOLUTIONS, LLC, ADD HELIUM, LLC, a wholly owned subsidiary of Kaizen Solutions International, LLC, ONCOURSE TRAINING, LLC, a wholly owned subsidiary of Kaizen Solutions International, LLC, and PETER SOTIS, as managing member of Kaizen Solutions International, LLC and individually,

Defendants.
_____/

Case No.: _____

VERIFIED COMPLAINT

Plaintiff **SHAWN ROBOTKA** ("ROBOTKA"), derivatively on behalf of KAIZEN SOLUTIONS INTERNATIONAL, LLC and individually, by and through his undersigned counsel, hereby sues Defendants **KAIZEN SOLUTIONS INTERNATIONAL, LLC** a/k/a **KAIZEN INTERNATIONAL SOLUTIONS, LLC** ("KAIZEN"), **ADD HELIUM, LLC** ("ADD HELIUM"), **ONCOURSE TRAINING, LLC** ("ONCOURSE") and **PETER SOTIS** ("SOTIS"), as managing member of Kaizen Solutions International, LLC and individually, and alleges:

Jurisdiction, Venue and Parties

1. This is an action for, *inter alia*, judicial dissolution pursuant to Chapter 605, Fla. Stat., injunctive relief, and for damages in excess of Fifteen Thousand Dollars ($15,000.00) exclusive of interest, attorney's fees and costs.

2. Plaintiff ROBOTKA is a member and minority shareholder of KAIZEN, and is otherwise *sui juris*.

3. Defendant KAIZEN is a limited liability company organized under the laws of the State of Florida, with its principal place of business located at 3590 NW 54th Street, Suite 1, Fort Lauderdale, Broward County, Florida.

4. Defendant ADD HELIUM is a limited liability company organized under the laws of the State of Delaware, is a wholly owned subsidiary and alter ego of KAIZEN, with its principal place of business located at 3590 NW 54th Street, Suite 1, Fort Lauderdale, Broward County, Florida.

5. Defendant ONCOURSE is a limited liability company organized under the laws of the State of Delaware, is a wholly owned subsidiary and alter ego of KAIZEN, with its principal place of business located at 3590 NW 54th Street, Suite 1, Fort Lauderdale, Broward County, Florida.

6. Defendant SOTIS is a resident of Florida, is the managing member and majority shareholder of KAIZEN, and is otherwise *sui juris*.

7. Venue is proper in Broward County, Florida pursuant to § 605.0703, Fla. Stat., as the limited liability company's principal office is located in Broward County, and pursuant to Article 9.9 of KAIZEN's Operating Agreement.

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General Allegations

Formation and Structure of Kaizen Solutions International LLC

8. On March 17, 2016, Plaintiff ROBOTKA and Defendant SOTIS entered into an Operating Agreement, attached hereto as Exhibit "A", setting forth the terms of operation of KAIZEN.

9. The Operating Agreement provides, in relevant part, that:

a. The primary purpose of the company is to own and operate a business management company, and the company may engage in and do any act concerning any or all lawful business; *See Article 1.2*

b. The managing member shall not do any act in contravention to the Operating Agreement; *See Article 3.2(a)*

c. The managing member shall not possess company property assets for anything other than a company purpose; *See Article 3.2(b)*

d. Each member shall have free access and the right to inspect and copy the books of account and all records of the company; *See Article 4.1*

10. SOTIS is the managing member and majority shareholder of KAIZEN, owning eighty percent (80%) thereof.

11. ROBOTKA is the only other member of KAIZEN, and is a minority shareholder owning the remaining twenty percent (20%).

12. KAIZEN is the sole owner of ADD HELIUM and ONCOURSE, which both operate as alter egos of KAIZEN, operating out of the same principal location, comingling their operations and finances, and utilizing the same employees.

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13. KAIZEN, ADD HELIUM and/or ONCOURSE own and/or operate numerous other entities and assets including, but not limited to, Rebreather World, LLC, a wholly owned subsidiary and alter ego of ADD HELIUM, in addition to TruDive, Add Helium Training, Add Helium Travel, TRERO, and The Deco Shop.

14. Each of the foregoing similarly operates as an alter ego of KAIZEN, ADD HELIUM and/or ONCOURSE, operating out of the same principal location, comingling their operations and finances, and utilizing the same employees.

15. SOTIS is the managing member of each of the foregoing companies and maintains access and control over all of the companies' respective financial accounts.

16. Finally, KAIZEN and/or its subsidiaries own a storage unit located at 2290 NW 19th Street, Fort Lauderdale, FL 33311, Unit 006.

Peter Sotis' Unlawful and Improper Conduct of Company Activities and Affairs

17. KAIZEN's operations (together with ADD HELIUM, ONCOURSE and their respective subsidiaries) include, *inter alia*, the sale and shipment of "rebreathers," "diver propulsion devices," and other dive equipment, and training for use of all such equipment.

18. A rebreather, also known as a "closed circuit scuba," is a breathing apparatus that absorbs the carbon dioxide of a user's exhaled breath to allow the recycling of the substantially unused oxygen content.

19. Rebreathers are notable in that the equipment exhausts few or no bubbles and provides for stealth and extended bottom times, making the equipment beneficial for military application.

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20. Diver propulsion devices are propeller-driven vehicles that are often used in conjunction with rebreathers for increased underwater range.

21. Some of the rebreathers and diver propulsion devices sold and shipped by KAIZEN are considered "military-grade" and are controlled items subject to certain arms embargoes between the United States and countries with ties to terrorism ("Arms Embargo") and/or other prohibitions on the sale or trade of these items into foreign countries. An export license is required before such controlled items may be shipped.

22. In early 2016, an order was placed to KAIZEN for rebreathers and diver propulsion devices for ultimate delivery to a customer in Libya.

23. On or about May 27, 2016, ROBOTKA informed SOTIS regarding his concerns as to the potential unlawful nature of the shipment.

24. Then, on or about July 1, 2016, KAIZEN contacted the United States Department of Commerce to determine whether such shipment would be legal.

25. On or about August 4, 2016, a meeting took place between KAIZEN and multiple United States government agencies including the United States Department of Commerce and the Department of Homeland Security ("Homeland Security") instructing that the shipment was, in fact, unlawful.

26. SOTIS, however, refused and/or otherwise failed to attend such meeting, but was again informed afterward that rebreathers are a controlled item and that the government agencies prohibited the sale of such items to Libya either directly or through a third party.

27. Unbeknownst to ROBOTKA, on August 9, 2016, SOTIS willfully, wantonly and unlawfully allowed the shipment of rebreathers to be sent to the customer in Libya.

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28. Also unbeknownst to ROBOTKA, SOTIS was aware that the Libyan customer was a known militant in the region.

29. On or about August 24, 2016, the Federal Bureau of Investigation ("FBI") and Homeland Security met with KAIZEN to seize the illegal shipment of rebreathers and diver propulsion devices. During the meeting, it was learned that SOTIS had caused the equipment to be shipped notwithstanding instructions not to do so, and without consulting ROBOTKA.

30. As a result of such willful and wanton disregard of the government agencies' prohibition, and apparent disregard for the potential harm that could be caused to innocent life through the use of such devices by foreign militants, SOTIS has subjected KAIZEN to substantial liability.

31. By conducting unlawful activity through KAIZEN, ADD HELIUM, ONCOURSE and/or their subsidiaries, and by ignoring the demands of ROBOTKA, the Department of Commerce, the FBI, and Homeland Security, SOTIS willfully and wantonly caused irreparable injury not only to KAIZEN, but also to ROBOTKA and to KAIZEN's employees and subsidiaries.

Additional Wrongful Action by Peter Sotis

32. In addition to the unlawful sale and shipment of rebreathers and diver propulsion devices, SOTIS has conducted additional willful, wanton and wrongful activity through KAIZEN, ADD HELIUM, ONCOURSE and/or their subsidiaries, without the knowledge or consent of ROBOTKA. Such activities include, but are not limited to:

a. Maintaining exclusive control and dominion over KAIZEN's, ADD HELIUM's, ONCOURSE's and their subsidiaries' financial accounts and denying ROBOTKA access thereto;

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b. Using the companies' financial accounts for his own personal expenses such as purchases at gas stations, restaurants, bars, grocery stores, and clothing vendors in contravention to Article 3.2(b) of the Operating Agreement;

c. On or about October 24, 2016, misrepresenting to ROBOTKA that the company had no funds, and inducing ROBOTKA to provide a loan in the amount of Forty-Four Thousand Nine Hundred Seventy-Five Dollars ($44,975.00);

d. Repeatedly taking out substantial draws from the company for his own personal use, while representing that KAIZEN and its subsidiaries had no funds to pay any draws to ROBOTKA;

e. Upon information and belief, withdrawing funds from KAIZEN for personal use;

f. Purchasing and selling non-DOT compliant scuba tanks and, subsequently, mislabeling the non-compliant scuba tanks to conceal their non-compliant nature;

g. Changing the locks at ADD HELIUM and refusing to provide ROBOTKA with access thereto;

h. Between December 19, 2016 and December 21, 2016, deactivating ROBOTKA's debit cards to the companies' accounts; and

i. Upon information and belief, using one of the few remaining company debit card for his own personal use.

33. As a result of the foregoing, SOTIS has damaged and continues to damage ROBOTKA, individually, and the limited liability company by subjecting ROBOTKA, the company and its employees and subsidiaries to potential criminal charges, by wasting company assets, by causing the companies to participate in illegal and reprehensible activities, and by inducing ROBOTKA to provide loans to the company/SOTIS upon misrepresentations.

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34. Due to the fact that SOTIS is the managing member of the company and the only member other than ROBOTKA, any demand to enforce KAIZEN's rights pursuant to § 605.0802, Fla. Stat., would be futile.

35. SOTIS' continued actions further subject KAIZEN, ADD HELIUM, ONCOURSE and their subsidiaries to irreparable injury and continue to damage ROBOTKA.

36. ROBOTKA has retained the undersigned attorneys and has agreed to pay a reasonable fee for their services.

Count I – Judicial Dissolution
(ROBOTKA, individually, against KAIZEN and its subsidiaries)

37. Plaintiff re-alleges and re-avers the allegations of paragraphs 1 through 36 as though fully set forth herein.

38. SOTIS, the managing member of KAIZEN, has willfully and wantonly conducted the company's activities and affairs in an unlawful manner, including but not limited to unlawfully selling military-grade company assets to a country prohibited from receiving the same.

39. SOTIS has subjected the company to an investigation for illegal conduct by various government agencies and by law enforcement.

40. These illegal activities were carried out by SOTIS without ROBOTKA's knowledge and/or consent, and despite demand to cease such unlawful activity by ROBOTKA, the Federal Bureau of Investigation, the United States Department of Commerce, and the Department of Homeland Security.

41. Moreover, SOTIS has willfully and wantonly:

a. Excluded ROBOTKA from accessing any company financial accounts and/or financial information;

b. Deactivated ROBOTKA's company debit cards;

c. Wasted and misappropriated the company's financial accounts for his own personal benefit;

d. Maintained exclusive control and dominion over the financial accounts;

e. Changed locks to the company and failed to provide ROBOTKA with a new key thereto; and

f. Purchased and sold non-DOT compliant scuba tanks;

g. Mislabeled non-DOT compliant scuba tanks to hide their non-compliant nature; and

h. Engaged and/or attempted to engage in additional illegal activities.

42. SOTIS' actions have caused a deadlock in the lawful management of the company and threaten irreparable injury thereto.

WHEREFORE, Plaintiff SHAWN ROBOTKA, respectfully demands a decree of dissolution as to KAIZEN SOLUTIONS INTERNATIONAL, LLC a/k/a KAIZEN INTERNATIONAL SOLUTIONS, LLC pursuant to § 605.0705, Fla. Stat., and requests that the Court enter a judgment:

a. Directing the winding up and liquidation of the limited liability company's activities and affairs in accordance with §§ 605.0709-605.0713, Fla. Stat.;

b. Issuing an injunction preserving the limited liability company's assets wherever located and preventing SOTIS and/or KAIZEN from wasting, misappropriating and/or using KAIZEN's assets and/or the assets of its subsidiaries, including but not limited to,

i. those assets located in the Bank of America accounts owned by KAIZEN, ADD HELIUM, ONCOURSE and/or its subsidiaries with account numbers ending in 4390, 0874, 4374, 7779, 4361, 0861, 4332, and 4387;

ii. those assets located in the PayPal account owned by ADD HELIUM with merchant account ID number ending in MMDL;

iii. those assets located within the storage unit at 2290 NW 19th Street, Fort Lauderdale, FL 33311, Unit 006;

iv. those assets located at KAIZEN's principal place of business at 3590 NW 54th Street, Suite 1, Fort Lauderdale, FL 33309; and

v. those assets located at any other property owned and/or used by KAIZEN, ADD HELIUM, ONCOURSE and/or their subsidiaries;

c. Appointing a receiver pursuant to § 605.0704, Fla. Stat.;

d. Requiring an accounting of the limited liability company's assets;

e. Awarding Plaintiff his reasonable attorney's fees and costs pursuant to Article 9.12(d) of the Operating Agreement; and

f. Granting any further relief the Court deems just and proper.

Count II – Permanent Injunctive Relief
(ROBOTKA, derivatively and individually, against all parties)

43. Plaintiff re-alleges and re-avers the allegations of paragraphs 1 through 36 as though fully set forth herein.

44. SOTIS maintains exclusive control and dominion over KAIZEN's, ADD HELIUM's, ONCOURSE's and their subsidiaries' financial accounts, using such accounts for his

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own personal expenses and for unlawful activity, thereby causing damage to ROBOTKA, KAIZEN, and KAIZEN's subsidiaries.

45. ROBOTKA, as a member and shareholder of KAIZEN, has a clear legal right to preserve the assets thereof and to prevent waste and misappropriation and to prevent assets of the company from being used to illegally supply known foreign militants with military-grade equipment.

46. ROBOTKA and KAIZEN lack an adequate remedy at law as the company's assets may be seized and/or entirely depleted as a result of SOTIS' personal expenditures coupled with SOTIS' unlawful business activities and affairs.

47. Irreparable harm to KAIZEN, ROBOTKA and KAIZEN's employees and subsidiaries will arise absent injunctive relief including, but not limited to, depletion and/or seizure of the company's assets, and potentially being subject to criminal charges.

WHEREFORE, Plaintiff SHAWN ROBOTKA respectfully demands the Court enter a judgment against KAIZEN SOLUTIONS INTERNATIONAL, LLC a/k/a KAIZEN INTERNATIONAL SOLUTIONS, LLC, ADD HELIUM, LLC, ONCOURSE TRAINING, LLC and PETER SOTIS :

a. Issuing a permanent injunction enjoining Defendant PETER SOTIS from wasting, misappropriating, and/or expending the assets of KAIZEN and/or its subsidiaries including:

   i. those assets located in the Bank of America accounts owned by KAIZEN, ADD HELIUM, ONCOURSE and/or their subsidiaries with account numbers ending in 4390, 0874, 4374, 7779, 4361, 0861, 4332, and 4387;

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ii. those assets located in the PayPal account owned by ADD HELIUM with merchant account ID number ending in MMDL;

iii. those assets located within the storage unit at 2290 NW 19th Street, Fort Lauderdale, FL 33311, Unit 006;

iv. those assets located at KAIZEN's principal place of business at 3590 NW 54th Street, Suite 1, Fort Lauderdale, FL 33309; and

v. those assets located at any other property owned and/or used by KAIZEN, ADD HELIUM, ONCOURSE and/or any of their subsidiaries;

b. Awarding Plaintiff his reasonable attorney's fees and costs; and

c. Granting any further relief the Court deems just and proper.

Count III – Accounting and/or Inspection of Records Pursuant to § 605.0411, Fla. Stat.
(ROBOTKA, individually, against KAIZEN, ADD HELIUM and ONCOURSE)

48. Plaintiff re-alleges and re-avers the allegations of paragraphs 1 through 36 as though fully set forth herein.

49. ROBOTKA, as a member and shareholder of KAIZEN, has a right to an accounting of KAIZEN's assets and/or inspection of KAIZEN's books and records pursuant to the Operating Agreement and § 605.0411, Fla. Stat.

50. Notwithstanding ROBOTKA's right to an accounting, SOTIS has willfully and wantonly refused to provide the same, and has excluded ROBOTKA from accessing KAIZEN's financial accounts and information.

WHEREFORE, Plaintiff SHAWN ROBOTKA, respectfully demands that the Court enter a judgment requiring an accounting and/or inspection of the books and records of KAIZEN SOLUTIONS INTERNATIONAL, LLC a/k/a KAIZEN INTERNATIONAL SOLUTIONS, LLC,

including those of ADD HELIUM, LLC, ONCOURSE TRAINING, LLC, and all of their respective subsidiaries; awarding Plaintiff his reasonable attorney's fees and costs pursuant to the Operating Agreement and/or § 605.0411(2), Fla. Stat.; and granting any further relief the Court deems just and proper.

Count IV – Appointment of Receiver
(ROBOTKA, individually, against KAIZEN, ADD HELIUM and ONCOURSE)

51. Plaintiff re-alleges and re-avers the allegations of paragraphs 1 through 36 as though fully set forth herein.

52. In his role as managing member of KAIZEN, SOTIS has fraudulently, willfully and wantonly:

a. Conducted unlawful activities and affairs by selling and shipping military-grade equipment to a country subject to an Arms Embargo and/or other trade prohibitions;

b. Wasted and misappropriated company assets on personal expenditures;

c. Excluded ROBOTKA from the company's financial accounts, despite ROBOTKA having a right thereto;

d. Purchased and sold non-DOT compliant scuba tanks;

e. Mislabeled non-DOT compliant scuba tanks to hide their non-compliant nature; and

f. Changed the locks to the Add Helium LLC location, and failed to provide ROBOTKA with a new key thereto.

53. As a result of SOTIS' conduct, judicial supervision of the winding up of KAIZEN is necessary.

WHEREFORE, Plaintiff SHAWN ROBOTKA, respectfully demands that the Court enter a judgment appointing a receiver pursuant to § 605.0704, Fla. Stat., to supervise the winding up of

KAIZEN SOLUTIONS INTERNATIONAL, LLC a/k/a KAIZEN INTERNATIONAL SOLUTIONS, LLC, and to perform any necessary actions associated therewith; awarding Plaintiff his reasonable attorney's fees and costs; and granting any further relief the Court deems just and proper.

Count V – Breach of Operating Agreement
(ROBOTKA, individually, against SOTIS)

54. Plaintiff re-alleges and re-avers the allegations of paragraphs 1 through 36 as though fully set forth herein.

55. SOTIS and ROBOTKA entered into an Operating Agreement for KAIZEN on March 17, 2016. A true and correct copy of the Operating Agreement is attached hereto as Exhibit "A".

56. The Operating Agreement provides, in relevant part, that:

a. The company may engage in and do any act concerning any or all lawful purposes pursuant to Article 1.2;

b. The managing member shall not do any act in contravention to the Operating Agreement pursuant to Article 3.2(a);

c. The managing member shall not possess company property for anything other than company purposes pursuant to Article 3.2(b); and

d. Members shall have free access and the right to inspect and copy the company's books of account and all records of the company pursuant to Article 4.1.

57. In breach thereof, SOTIS has:

a. Has willfully and wantonly conducted unlawful activities and affairs in the name of the company in breach of Article 1.2 and 3.2(a);

b. Has used company assets to make personal, non-company expenditures in breach of Article 3.2(b);

c. Upon information and belief, has sent company inventory and other equipment to Mexico, where, upon information and belief, SOTIS has absconded with such items in breach of Article 3.2(b);

d. Has refused to allow ROBOTKA access to inspect and copy the company's books of accounts and records despite demand, in breach of Article 4.1;

e. Has breached the implied covenant of good faith in fair dealing by using company assets in his own self-interest, refusing to abide by federal laws, fraudulently inducing ROBOTKA to loan approximately Forty Five Thousand Dollars ($45,000.00) to the company, and excluding ROBOTKA from the company's assets and operations; and

f. Has attempted to use company assets to supply military-grade equipment to persons known to be foreign military combatants.

58. As a result of the foregoing breaches, SOTIS has damaged KAIZEN and ROBOTKA, including mismanagement and misappropriation of ROBOTKA's loan in the amount of Forty-Four Thousand Nine Hundred Seventy-Five Dollars ($44,975.00), dissipation of ROBOTKA's contribution to the company of One Hundred Thousand Dollars ($100,000.00), and damaging KAIZEN's goodwill.

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WHEREFORE, Plaintiff SHAWN ROBOTKA, demands that the Court enter a judgment against PETER SOTIS awarding Plaintiff damages including pre-judgment interest; awarding Plaintiff his reasonable attorney's fees and costs pursuant to the Operating Agreement; and granting any further relief this Court deems just and proper.

Count VI – Breach of Fiduciary Duty
(ROBOTKA, derivatively and individually, against SOTIS)

59. Plaintiff re-alleges and re-avers the allegations of paragraphs 1 through 36, and paragraphs 55 through 58 as though fully set forth herein.

60. As managing member of KAIZEN, SOTIS owed a fiduciary duty to the company and its members, including ROBOTKA.

61. SOTIS breached his fiduciary duty by:

a. Fraudulently, willfully and wantonly conducting unlawful activities and affairs in the name of the company and its subsidiaries;

b. Using company assets to make personal, non-company expenditures;

c. Refusing to allow ROBOTKA access to inspect and copy the company's books of accounts and records despite demand;

d. Using company assets in his own self-interest;

e. Refusing to abide by federal laws;

f. Fraudulently inducing ROBOTKA to loan approximately Forty Five Thousand Dollars ($45,000.00) to the company;

g. Excluding ROBOTKA from the company's assets and operations.

62. As a result of the foregoing breaches, SOTIS has damaged KAIZEN, KAIZEN's subsidiaries, and ROBOTKA, including mismanagement and misappropriation of ROBOTKA's

loan in the amount of Forty-Four Thousand Nine Hundred Seventy-Five Dollars ($44,975.00), dissipation of ROBOTKA's contribution to the company of One Hundred Thousand Dollars ($100,000.00), and damaging KAIZEN's goodwill.

WHEREFORE, Plaintiff SHAWN ROBOTKA, demands the Court enter a judgment against PETER SOTIS awarding Plaintiff his damages including pre-judgment interest; awarding Plaintiff his reasonable attorney's fees and costs pursuant to the Operating Agreement; and granting any further relief this Court deems just and proper.

Count VII – Fraudulent Misrepresentation and Omission
(ROBOTKA, individually, against KAIZEN and SOTIS)

63. Plaintiff re-alleges and re-avers the allegations of paragraphs 1 through 36 as though fully set forth herein.

64. SOTIS represented to ROBOTKA that KAIZEN and its subsidiaries lacked any funds to operate the business and to purchase necessary assets.

65. At all times relevant hereto, SOTIS knew the falsity of such misrepresentation.

66. Similarly, at such time, SOTIS knew and failed to advise ROBOTKA that SOTIS was siphoning funds from KAIZEN and its subsidiaries for his own personal use.

67. SOTIS made the foregoing representation and omission in order to induce ROBOTKA to make a loan to the company.

68. In justifiable reliance thereon, and to his detriment, ROBOTKA made a loan to the company in the amount of Forty-Four Thousand Nine Hundred Seventy-Five Dollars ($44,975.00).

69. As a result, ROBOTKA has been damaged.

WHEREFORE, Plaintiff SHAWN ROBOTKA, demands the Court enter a judgment against Defendants KAIZEN SOLUTIONS INTERNATIONAL, LLC a/k/a KAIZEN INTERNATIONAL SOLUTIONS, LLC and PETER SOTIS for damages including pre-judgment interest; awarding Plaintiff his reasonable attorney's fees and costs; and granting any further relief the Court deems just and proper.

Dated: December 22, 2016.

Respectfully submitted,

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Counsel for Plaintiffs, Shawn Robotka and Kaizen Solutions International LLC

VERIFICATION

Under the penalties of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.

Dated: December 22, 2016.

SHAWN ROBOTKA

OPERATING AGREEMENT
OF
KAIZEN INTERNATIONAL SOLUTIONS LLC

A Florida Limited Liability Company

THIS OPERATING AGREEMENT (collectively with all schedules and exhibits hereto, as amended and/or restated from time to time, this "Agreement") of KAIZEN INTERNATIONAL SOLUTIONS LLC, a Florida limited liability company, is made and entered into as of the last date signed below (the "Effective Date") by and among the parties who have executed counterparts of this Agreement, pursuant to and in accordance with the Florida Revised Limited Liability Company Act, as amended from time to time (the "Act"), and the terms of this Agreement.

ARTICLE 1
INTRODUCTION

1.1 Formation of Limited Liability Company. The Articles of Organization of the Company ("Articles") were filed with the Secretary of the State of Florida.

1.2 Company Purpose and Company Business. The primary purpose of the Company is to own and operate a business management company ("Company Business"). The Company may exercise all powers reasonable or necessary to pursue this purpose. In addition, the Company may engage in and do any act concerning any or all lawful business for which limited liability companies may be organized according to the Act.

1.3 Name. The name of the Company is "Kaizen International Solutions LLC" and the business and affairs of the Company initially shall be conducted under said name. The Company may conduct business under such other name or fictitious name as may be determined, from time to time, by the Managing Members.

1.4 Construction. This Agreement is subject to and governed by the Act and the Articles. In the event of a direct conflict between the provisions of this Agreement and the mandatory provisions of the Act or the provisions of the Articles, such provisions of the Act or the Articles, in that order, will be controlling.

1.5 Certain Definitions. As used in this Agreement, the following terms shall have the meanings hereinafter set forth, except as otherwise provided herein:

(a) "Additional Member" shall mean any person admitted as a Member pursuant to Section 2.5 hereof.

(b) "Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with the former Person.

(c) "Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in the State of Florida are authorized or required to close.

(d) "Capital Account" shall mean that certain Capital Account maintained as set forth under Section 1 of Schedule I attached hereto.

(e) "Capital Contribution" shall mean the amount of cash or the agreed fair market

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EXHIBIT A

value of property contributed by each Member to the capital of the Company, as reflected in the books of the Company.

(f) "Change of Control" shall mean (a) the sale of all or substantially all of the consolidated assets of the Company and the Company Subsidiaries to a Third Party Purchaser; (b) a sale resulting in no less than a majority of the Regular Units, on a Fully Diluted Basis being held by a Third Party Purchaser; or (c) a merger, consolidation, recapitalization or reorganization of the Company with or into a Third Party Purchaser that results in the inability of the Members to designate or elect a majority of the Managers (or the board of directors (or its equivalent) of the resulting entity or its parent company).

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of any federal internal revenue law enacted in substitution of the Internal Revenue Code of 1986.

(h) "Company" shall mean Kaizen International Solutions LLC, a Florida limited liability company.

(i) "Company Minimum Gain" shall have the same meaning as the term "partnership minimum gain" set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Treasury Regulations.

(j) "Company Subsidiary" means any business entity of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers, are owned, directly or indirectly, by the Company.

(k) "Control" shall mean the power, directly or indirectly, to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, by contract or otherwise.

(l) "Distributable Net Income" shall mean (i) for each Taxable Year, all operating income and all receipts of whatever nature or kind received by the Company (including, without limitation, from the sale of capital assets or property), less all costs and expenses incurred or paid by, and all net additions to reserves of, the Company (whether operating or capital costs, and including without limitation payments upon the principal of any indebtedness, secured or unsecured, of the Company and any other expenditures which are not deductible in arriving at the Company's federal taxable income, such as expenses for reserves to meet anticipated expenses as the Managing Member shall deem to be reasonably necessary); plus (ii) any other funds deemed by the Managing Member, in its sole discretion, to be available for distribution.

(m) "Fully Diluted Basis" means, as of any date of determination, (a) with respect to all the Units, all issued and outstanding Units of the Company and all Units issuable upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the time exercisable, or (b) with respect to any specified type, class or series of Units, all issued and outstanding Units designated as such type, class or series and all such designated Units issuable upon the exercise of any outstanding Unit Equivalents as of such date, whether or not such Unit Equivalent is at the time exercisable.

(n) "Incapacity" shall mean the legal incapacity of an individual, natural person to carry on essential business functions on behalf of the Company, as a result of serious illness, serious accident or otherwise.

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(o) "Managing Member" shall mean Sotis.

(p) "Members" shall mean those Members set forth on Exhibit A to this Agreement and any and all Additional Members and/or Substitute Members under Section 2.8 and Article 6 hereof.

(q) "Member Nonrecourse Debt" shall have the same meaning as the term "partner nonrecourse debt" in Section 1.704-2(b)(4) of the Treasury Regulations.

(r) "Member Nonrecourse Debt Minimum Gain" shall mean an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with 1.704-2(i)(3) of the Treasury Regulations.

(s) "Member Nonrecourse Deductions" shall have the same meaning as the term "partner nonrecourse deductions" in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Treasury Regulations.

(t) "Member Interest" shall mean the entire ownership interest of a Member in the Company at any particular time, including such Member's rights to any and all distributions, allocations and other incidents of participation in the Company to which such Member may be entitled as provided in this Agreement and under applicable law, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement and the Act, and further including his Capital Account hereunder. Each Member Interest shall be denominated in Regular Units or Incentive Units in accordance with Section 2.2.

(u) "Negative Capital Account" shall mean a Capital Account with a balance of less than zero.

(v) "Nonrecourse Deductions" shall have the meaning set forth in Treasury Regulations 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 Company Minimum Gain during that Taxable Year, determined according to the provisions of Treasury Regulations Section 1.704-2(c).

(w) "Operating Agreement" shall mean this Agreement, as originally executed and as amended from time to time.

(x) "Percentage Interest" shall mean the percentage interest of a Member in the Company calculated based on Regular Units and set forth in Exhibit A attached hereto, as such percentage may be adjusted from time to time pursuant to the terms hereof.

(y) "Person" shall mean any individual, partnership, company, corporation, limited liability company, trust, estate, unincorporated association, syndicate or organization, or any government or any department, agency or political subdivision thereof, or any other entity.

(z) "Profit" and "Loss" shall mean, 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 Section 703(a) of the Code, with the following adjustments:

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

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(ii) 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; and

(iii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Treasury Regulations 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;

(iv) 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; and

(v) 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;

(vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 2 of Schedule 1 shall not be taken into account in computing Profit or Loss.

(aa) "Robotka" shall mean Shawn Robotka, an individual natural person.

(bb) "Sotis" shall mean Peter Sotis, an individual natural person.

(cc) "Special Consent" the unanimous vote, approval or consent of all owners of the Regular Units.

(dd) "Substitute Member" shall mean any Person admitted as a Member of the Company pursuant to Article 6 hereof.

(ee) "Taxable Year" shall mean the calendar year, ending on December 31

(ff) "Third Party Purchaser" shall mean any Person who, immediately prior to the contemplated transaction, (a) does not directly or indirectly own or have the right to acquire any outstanding Units (or applicable Unit Equivalents), or (b) is not a testamentary trust, heir or beneficiary of any Person who directly or indirectly owns any Units (or applicable Unit Equivalents).

(gg) "Transfer" shall mean to transfer, assign, pledge, mortgage, convey hypothecate or in any way alienate.

(hh) "Unit Equivalent" shall mean any security or obligation that is by its terms, directly or indirectly, convertible into, exchangeable or exercisable for Units, and any option, warrant or other right to subscribe for, purchase or acquire Units.

(ii) "Unreturned Capital" shall mean, with respect to a Member, such Member's total Capital Contributions less any distributions of cash or property made to such Member (other than in connection with any payments under Sections 707(a) or 707(c) of the Code and/or in connection with the repayment of any Member loans) since the date such Member became a Member in the Company.

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ARTICLE 2
MEMBERS, MEMBERSHIP INTERESTS

2.1 Names and Addresses of Members; Principal Office. Members, their respective addresses, their initial Capital Contributions to the Company, and their respective Percentage Interests in the Company are set forth on Exhibit A attached hereto and made a part hereof. The principal office of the Company shall be located at such location(s) as may be determined from time to time by the Managing Member.

2.2 Classes of Units.

(a) In General. All interests of the Members in distributions and other amounts specified in this Agreement, as well as the rights of the Members to vote on, consent to, or approve any matter related to the Company, shall be denominated in units of Member Interests in the Company (each a "Unit" and collectively, the "Units," being inclusive of both Regular Units and Incentive Units as defined below), and the relative rights, privileges, preferences and obligations of the Members with respect to Units shall be determined under this Agreement and the Act to the extent provided herein and therein. The number and the class of Units held by each Member shall be set forth opposite such Member's name on Exhibit A attached hereto. The classes of Units as of the Effective Date are as follows: the Regular Units (the "Regular Units"), of which there are 1,000 authorized as of the Effective Date, 1,000 of which are issued and outstanding as of the Effective Date; and the Incentive Units (the "Incentive Units"), of which there are 100 authorized and none issued or outstanding as of the Effective Date.

(b) Provisions Specific to Incentive Units. The issuance of any Incentive Units shall be in accordance to a written plan pursuant to which all Incentive Units shall be granted in compliance with Rule 701 of the Securities Act or another applicable exemption (such plan as in effect from time to time, the "Incentive Plan"). In connection with the adoption of the Incentive Plan and issuance of Incentive Units, the Company is hereby authorized to negotiate and enter into award agreements with each Service Provider to whom it grants Incentive Units (such agreements, "Award Agreements"). Each Award Agreement shall include such terms, conditions, rights and obligations as may be determined by the Company, in its sole discretion, consistent with the terms herein. In addition, the Company shall establish such vesting criteria for the Incentive Units as it determines in its discretion and shall include such vesting criteria in the Incentive Plan and/or the applicable Award Agreement for any grant of Incentive Units. Notwithstanding anything to the contrary contained in this Agreement, the Incentive Units shall not entitle the holders thereof to vote on any matters required or permitted to be voted on by the Members.

2.3 Capital Contributions. The initial Capital Contributions of each Member are reflected on Exhibit A. In exchange for his Member Interest, Sotis shall contribute to the Company all his right, title and interest in and to Add Helium LLC, a Delaware limited liability company, with such contribution having an agreed upon fair market value of One Million Dollars ($1,000,000). In exchange for his Member Interest, Robotka shall contribute to the Company the sum of One Hundred Thousand Dollars ($100,000). Additional Capital Contributions may be made by the Members according to the terms and conditions of this Agreement.

2.4 Other Matters Relating to Capital Contributions.

(a) No interest shall be paid on any Capital Contribution;

(b) Loans by any Member or third party to the Company shall not be considered Capital Contributions;

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(c) No Member shall have the right to withdraw his Capital Contribution or to demand and receive property of the Company or any distribution in return for his Capital Contribution, except with the prior written consent of the Managing Member or as otherwise specifically provided in this Agreement or required by law;

(d) Except as is specifically provided otherwise in this Agreement or in the Act, no Member shall have any liability or obligation to restore a negative or deficit balance in such Member's Capital Account; and

(e) No additional contributions or loans to the Company shall be required by the Members.

2.5 Certificates for Units. Units in the Company shall not be represented by certificates.

2.6 Admission of Additional Members. The Managing Member, upon Special Consent, may admit to the Company additional Members who will participate in the profits, losses, available cash flow, and ownership of the assets of the Company on such terms as are determined by the Managing Member from time to time, and such Additional Members shall be allocated gain, loss, income or expense by such method as may be provided in this Agreement, and if no method is specified, then as may be permitted by Section 706(d) of the Code.

2.7 Limitation on Liability. No Member shall be liable under a judgment, decree or order of the court, or in any other manner, for a debt, obligations or liability of the Company, except as provided by law.

2.8 Loans. In the event the Managing Member determines that the Company is in need of working capital or funds beyond the initial capital contributions referenced above, the Managing Member may obtain loans from unrelated third parties and/or Members (including, without limitation, the Managing Member) on terms and conditions approved by the Managing Member.

2.9 Consent of Members in Lieu of Meeting. Unless otherwise provided in this Agreement or by law, any action which may be taken at any meeting of Members of the Company may be taken without a meeting without prior notice, and without a vote if a written consent, setting forth the action so taken, is signed in person, by proxy, or by facsimile signature by the Members owning a sufficient interest to take such action. Such consent shall be delivered to the Company by delivery to the Managing Member and shall be filed with the minutes of the meetings of Members in the records of the Company. Facsimile signatures or scanned signatures shall be deemed originals for purpose of this Section. Every written consent shall bear the signature of each Member who signs such consent, and no written consent shall be effective to take the Company action referred to therein unless, within fifteen (15) days of the earliest consent delivered to the Company in the manner required hereby, written consents signed by the requisite number of Members are so delivered to the Company.

2.10 Meetings; Notice. Regular or special meetings of the Members may be held from time to time, (i) at such place and time as shall be approved by the Members and (ii) at such place and time as shall be set by Special Consent upon ten (10) business days notice to the other Members. Regular or special meetings of the Members may be held telephonically, by videoconference, and/or in person.

2.11 Waiver of Notice by Members. Whenever any notice whatsoever is required to be given to any Member of the Company under this Agreement or any provision of law, a waiver thereof, signed at any time, whether before or after the time of meeting, by the Member entitled to such notice shall be

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deemed equivalent to the giving of such notice. The attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting and objects thereat, at the beginning thereof, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Members need be specified in any waiver of notice of such meeting.

2.12 Quorum. At all meetings of the Members, the presence of those Members holding all Regular Units shall constitute a quorum for the transaction of business.

2.13 Manner of Acting. At all meetings of the Members, Members shall vote on a numerical basis, with each Member being entitled to vote their Percentage Interest. Except as otherwise provided by law or this Agreement, the action by those Members holding all Regular Units at any meeting at which a quorum is present shall be the act of the Company.

2.14 Conduct of Meetings. The Managing Member shall call meetings of the Members to order and shall act as chair of the meeting. The Managing Member shall also record all actions at such meeting of the Members, which shall be maintained in a Company minute book under the supervision of the Managing Member.

2.15 Participation. Members may participate in any meeting either in person or by means of a conference telephone or similar communications equipment through which all persons can hear each other.

ARTICLE 3
MANAGEMENT AND CONTROL OF THE COMPANY

3.1 Management; Power of Managing Member. Notwithstanding anything to the contrary contained in this Agreement, the Company shall be a member-managed limited liability company. Sotis shall initially serve as the Company's Managing Member. The Managing Member (acting for and on behalf and at the expense of the Company), shall have the exclusive full and entire right, power and authority in the day-to-day management of the business and affairs of the Company, including, without limitation, to perform any of the below and any actions permitted to a limited liability company manager under the Act

(a) Purchase liability and other insurance to protect the Company's property and business;

(b) Hold and own any Company assets and properties in the name of the Company;

(c) Make investments in bank certificates of deposit, short-term debt securities, and short-term commercial paper, pending initial investment or future reinvestment of the funds of the Company, and to provide a source from which to meet contingencies; and

(d) Do and perform all other day-to-day managerial acts as may be necessary or convenient to the conduct of the Company's business.

3.2 Limitations on Authority of Managing Member. Notwithstanding the provisions set forth in Section 3.1, and notwithstanding anything to the contrary contained elsewhere in this Agreement, without a Special Consent, the Managing Member shall have no authority to:

(a) Do any act in contravention of this Agreement;

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(h) Possess Company property or assign the right of the Company or its Members in specific Company property for other than a Company purpose;

(c) Amend or otherwise change this Agreement so as to modify the rights or obligations of the Members as set forth in the Agreement;

(d) Create any personal liability for any Member other than that personal liability to which such Member may have agreed to in writing.

(e) Sell, exchange, trade, transfer, assign, convey, encumber, finance, refinance, pledge, apportion, divide in kind, borrow on, hypothecate or give options for any property of the Company valued at more than $50,000, in any single transaction or set of related transactions;

(f) Employ employees or independent contractors;

(g) Admit any Additional Members or Substitute Members;

(h) Commence or defend litigation with respect to the Company or any of its assets or liabilities; to compromise, settle, arbitrate, or otherwise adjust claims in favor of or against the Company;

(i) Make loans or extend credit to the Company; to borrow money from any Member, bank, lending institution, and other lender for any purpose of the Company, for amounts in excess of $50,000;

(j) Sell or lease any property of the Company valued at more than $50,000

(k) Commit the Company to any contract or obligation of more than $50,000;

(l) Issue compensation to the Managing Member for services provided by him;

(m) Issue or award any Incentive Units;

(n) Require any additional Capital Contributions to be made by Members, except as set forth under this Agreement; or

(o) Determine whether or how capital or property is to be returned to one or more Members under this Agreement.

3.3 Duties of Managing Member. The Managing Member may engage in other business activities, as permitted by Section 9.1 and shall be obliged to devote only as much of their time to the Company's business as shall be reasonably required in light of the Company's business and objectives.

3.4 Reimbursement. The Managing Member shall be entitled to be reimbursed for its out-of-pocket costs incurred on behalf of the Company, subject to the limitations contained in Section 3.2 above.

3.5 Replacement or Appointment of Managing Member. A Managing Member may be appointed or replaced only by the owner of a majority of Regular Units (as calculated by number); provided, however, in the event of the death or Incapacity of Sotis, and until such time as any such Incapacity is resolved or removed, Robotka shall automatically be appointed the Managing Member.

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without any further consents, votes or approvals required.

3.6 Special Consent Restrictions Released. In the event of the death or Incapacity of Sotis, and for so long as any Incapacity of Sotis continues, the requirements for Special Consent under Section 3.2(e)-(o) shall not apply. In the event of the death or Incapacity of Robotka, and for so long as any Incapacity of Robotka continues, the requirements for Special Consent under Section 3.2(e)-(o) shall not apply.

ARTICLE 4
BOOKS OF ACCOUNT, FINANCIAL STATEMENTS AND FISCAL MATTERS

4.1 Books of Account. The Managing Member shall keep (or cause to be kept) adequate books of account of the Company wherein shall be recorded and reflected all of the Percentage Interest and the Capital Contributions of the Members to the Company and all of the expenses and transactions of the Company. The books of account shall be kept at the principal office or the principal place of business of the Company and/or of the Managing Member, and each Member shall have, at reasonable times during normal business hours, free access to and the right to inspect and, at such Member's expense, copy such books of account and all records of the Company, including a list of the names and addresses and Units held by each of the Members. All books and records of the Company shall be kept on the basis of an annual accounting period ending on December 31, except for the final accounting period, which shall end on the dissolution or termination of the Company without reconstitution.

4.2 Bank Accounts, Funds and Assets. The funds of the Company shall be deposited in such bank or banks as the Managing Member shall deem appropriate. All checks shall require the signature of the Managing Member.

4.3 Tax Returns and Reports. The Managing Member, at the Company's expense, shall cause income tax returns and reports for the Company to be prepared and timely filed with the appropriate authorities. The Managing Member shall also, at the Company's expense, cause to be prepared and timely filed, with appropriate federal and state regulatory and administrative bodies, all reports required to be filed with such entities under then current applicable law, rules and regulations. Any Member shall be provided with a copy of any such report upon request without expense to him or her.

ARTICLE 5
ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocation of Profits. Subject to the provisions set forth under Schedule 1 attached hereto, Profits shall be allocated to the Members in the following order and priority:

(a) First, to the Members holding Regular Units, pro rata in accordance with their respective percentage of Regular Units, to the extent of their respective Unreturned Capital (if any);

(b) Second, after all Unreturned Capital of the Members holding Regular Units is reduced to zero, to the Members (including both those holding Regular Units and those holding Incentive Units), in accordance with their respective Percentage Interests in the Company.

5.2 Allocation of Losses. Subject to the provisions set forth under Schedule 1 attached hereto, Losses of the Company shall be allocated to the Members in proportion to and to the extent, if any, of the aggregate amount of Profits previously allocated to them pursuant to Section 5.1 hereof.

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5.3 Other Allocation and Tax Provisions. The Company's other allocation and tax provisions are set forth on Schedule I attached hereto.

5.4 Distributions. The Company may from time to time distribute to the Members so much of the Company's Distributable Net Income as is not, in the opinion of the Managing Member, necessary for the conduct of the Company's business, after setting aside such amounts as the Managing Member deems necessary to create adequate reserves for future capital or operating needs of the Company. Distributable Net Income of the Company shall be distributed in the same manner as, and in accordance with, the allocation of Profits set forth under Section 5.1.

ARTICLE 6
CHANGES IN MEMBERS

6.1 Transfer of Regular Units.

(a) Each Member agrees that he will not transfer, assign, pledge, mortgage, convey hypothecate or in any way alienate all or any part of his Regular Units (which he now owns, or may hereafter acquire) or any rights or interest therein, whether voluntarily or involuntarily, by operation of law or by judicial sale, by gift, or otherwise, unless in a transfer which meets the requirements of this Agreement. Any purported transfer in violation of any provision of this Agreement shall be void and ineffectual, shall not operate to transfer any units, interest, or title in the purported transferee, and shall give the Company and/or the other Members an option to purchase such units in a manner and upon the terms and conditions provided for herein. Each Member shall indemnify and hold the Company and/or the other Members harmless from all costs and expenses, including reasonable attorneys' fees and court costs incurred by them as a result of any breach by such Member.

(b) Any Member may transfer all or a part of such Member's Units in the Company upon Special Consent.

6.2 Rights of Mere Assignees. A transferee of any Regular Units in compliance with this Agreement shall have the right to be admitted as a Member upon joining in as a signatory to this Agreement, agreeing to be bound by the terms hereof. If a transferee of any Regular Units is not admitted as a Member, he shall be entitled to receive the allocation and distributions attributable to the transferred Regular Units, but he shall not be entitled to inspect the Company's books and records, receive an accounting of the Company's financial affairs, exercise the voting rights of a Member or otherwise take part in the Company's business or exercise the rights of a Member under this Operating Agreement.

6.3 Drag-Along for Incentive Units.

(a) In General. If Members holding no less than a majority of all the Regular Units (such Member or Members, the "Dragging Member") propose to consummate, in one transaction or a series of related transaction, a Change of Control (a "Drag-along Sale"), the Dragging Member shall have the right, after delivering the Drag-along Notice in accordance with Section 6.3(b) and subject to compliance with the remaining subsections of this Section 6.3, to require that each other Member holding Incentive Units (each, a "Drag-along Member") participate in such sale (including, if necessary, by converting their Unit Equivalents into the Units to be sold in the Drag along Sale) in the manner set forth below. Subject to compliance with the remaining subsections of this Section 6.3: (i) If the Drag-along Sale is structured as a sale resulting in a majority of the Units of the Company on a Fully Diluted Basis being held by a Third Party Purchaser, then each Drag along Member shall sell, with respect to each class or series of Units proposed by the Dragging Member to be included in the Drag along Sale, the number of Units and/or Unit Equivalents of such class or series equal to the product obtained by multiplying (i) the

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number of applicable Units on a Fully Diluted Basis held by such Drag-along Member by (ii) a fraction (x) the numerator of which is equal to the number of applicable Units on a Fully Diluted Basis that the Dragging Member proposes to sell in the Drag-along Sale and (y) the denominator of which is equal to the number of applicable Units on a Fully Diluted Basis held by the Dragging Member at such time; and (ii) If the Drag-along Sale is structured as a sale of all or substantially all of the consolidated assets of the Company and the Company Subsidiaries or as a merger, consolidation, recapitalization, or reorganization of the Company or other transaction requiring the consent or approval of the Members, then notwithstanding anything to the contrary in this Agreement, each Drag-along Member shall vote in favor of the transaction and otherwise consent to and raise no objection to such transaction, and shall take all actions to waive any dissenters', appraisal or other similar rights that it may have in connection with such transaction.

(b) Sale Notice. The Dragging Member shall exercise its rights pursuant to this Section 6.3 by delivering a written notice (the "Drag-along Notice") to the Company and each Drag-along Member no more than thirty (10) Business Days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-along Sale and, in any event, no later than ten (10) Business Days prior to the closing date of such Drag-along Sale. The Drag-along Notice shall make reference to the Dragging Members' rights and obligations hereunder and shall describe in reasonable detail: (i) the name of the person or entity to whom such Units are proposed, (ii) the proposed date, time and location of the closing of the sale; (iii) the number of each class or series of Units to be sold by the Dragging Member, the proposed amount of consideration for the Drag-along Sale and the other material terms and conditions of the Drag-along Sale, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof and including, if available, the purchase price per Unit of each applicable class or series; and (iv) a copy of any form of agreement proposed to be executed in connection therewith.

(c) Conditions of Sale. The obligations of the Drag-along Members in respect of a Drag along Sale under this Section 6.3 are subject to the satisfaction of the following conditions:

(i) The consideration to be received by each Drag-along Member shall be the same form and amount of consideration to be received by the Dragging Member per Unit of each applicable class or series, and the terms and conditions of such sale shall, except as otherwise provided in Section 6.3(c)(iii), be the same as those upon which the Dragging Member sells its Units;

(ii) If the Dragging Member or any Drag-along Member is given an option as to the form and amount of consideration to be received, the same option shall be given to all Drag-along Members; and

(iii) Each Drag-along Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Dragging Member makes or provides in connection with the Drag-along Sale, *provided*, that each Drag-along Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution and delivery of relevant documents, enforceability of such documents against the Drag-along Member, and other matters relating to such Drag-along Member, but not with respect to any of the foregoing with respect to any other Members or their Units; *provided, further*, that all representations, warranties, covenants and indemnities shall be made by the Dragging Member and each Drag-along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Dragging Member and each Drag-along Member, in each case in an amount not to exceed the aggregate proceeds received by the Dragging Member and each such Drag-along Member in connection with the Drag-along Sale.

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(iv) Notwithstanding the foregoing, any consulting fees or offers of employment to holders of Regular Units shall not be taken into account in determining any per Unit consideration under this Section 6.3(c).

(d) Cooperation. Each Drag-along Member shall take all actions as may be reasonably necessary to consummate the Drag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into by the Dragging Member, but subject to Section 6.3(c)(iii).

(e) Expenses. The fees and expenses of the Dragging Member incurred in connection with a Drag-along Sale and for the benefit of all Drag-along Members (it being understood that costs incurred by or on behalf of a Dragging Member for its sole benefit will not be considered to be for the benefit of all Drag-along Members), to the extent not paid or reimbursed by the Company or the Third Party Purchaser, shall be shared by the Dragging Member and all the Drag-along Members on a pro rata basis, based on the consideration received by each such Member; *provided*, that no Drag-along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Drag-along Sale.

ARTICLE 7
TERMINATION

7.1 Termination of the Company. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up only upon the occurrence of any of the events set forth under Section 605.0701 of the Act, or upon the written consent of the Managing Member to dissolve.

7.2 Dissolution. Upon a dissolution of the Company, the Managing Member shall make a final accounting of the business and affairs of the Company and shall proceed with reasonable promptness to liquidate the business, property and assets of the Company and to distribute the proceeds in the following order of priority:

(a) To the payment of expenses of any sale, disposition or transfer of Company assets in liquidation of the Company;

(b) To the payment of just debts and liabilities (including any accrued, but unpaid interest) of the Company (including to any Members), in the order of priority provided by law;

(c) To the establishment of any reserve that the Managing Member may determine, in their sole discretion, to be reasonably necessary and adequate for any contingent liabilities and obligations of the Company or the Members arising out of or in connection with the Company's business, and

(d) To the Members in an amount equal to their then existing positive Capital Account balances, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which such liquidation occurs.

7.3 Distribution in Kind. The Members may elect to distribute the remaining property and assets of the Company, if any, in kind, in lieu of selling them, based upon the then existing fair market value thereof and after allocating to the Members, in accordance with their respective units in the Company, any unrealized gain inherent in such assets.

7.4 Wind Up. The wind-up of the affairs of the Company shall be conducted by the

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Managing Member. In liquidating the assets of the Company, all tangible assets of a saleable value shall be sold at such price and terms as the Managing Member determine to be fair and equitable. Any Member may purchase such assets as such sale. It shall not be necessary to sell any intangible assets of the Company. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors to minimize the losses that might otherwise occur upon liquidation.

7.5 No Membership Termination. Notwithstanding anything to the contrary contained in this Agreement, neither the Member Interest, Regular Units, nor the membership in the Company of a Member shall be terminated upon such Member's (i) assignment for the benefit of creditors; (ii) filing of a petition in bankruptcy; (iii) adjudication as bankrupt or insolvent; or (iv) consent or acquiescence in the appointment of a trustee, receiver, or liquidator of all or any substantial part of the Member's properties or assets. Any contrary provisions of the Act shall not apply.

ARTICLE 8
CONTRACTS WITH AFFILIATES; LIABILITY AND INDEMNIFICATION

8.1 Contracts with Affiliates. The Managing Member, on behalf of the Company, may contract with any Person related to or affiliated with the Managing Member, or any owner, agent, director, Managing Member, employee or any other person associated with the Managing Member, and/or such persons related to or affiliated with the Company (including any of the directors, officers or employees of such person), their designees and nominees, for the purchase of any properties, goods or services deemed appropriate by the Managing Member. No such Person shall be liable to the Company or to any of the Members for damages, losses, liability or expenses of any nature whatsoever resulting from mistakes in judgment or any acts or omissions, whether or not disclosed, unless caused by willful misconduct.

8.2 Loans from Affiliates. A Managing Member and/or its Affiliates may lend money to and transact other business with the Company. The rights and obligations of a Managing Member who lends money to or transacts business with the Company are the same as those of a person who is not a Managing Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Managing Member has a direct or indirect interest in the transaction.

8.3 Liability and Indemnification. The Managing Member shall not be liable to the Company or any other Member for any loss or liability incurred in connection with any act or omission in the conduct of the business of the Company in accordance with the terms hereof, except for any loss or liability which the Company or other Member incurs in connection with the fraud, willful and wanton misconduct or gross negligence of the Managing Member. The Company, to the fullest extent permitted by law, hereby agrees to defend and indemnifies and holds harmless the Managing Member from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Company in accordance with the terms hereof; provided, however, the Company shall not indemnify a Managing Member with respect to any of the foregoing incurred in connection with the fraud, willful and wanton misconduct or gross negligence of such Managing Member including, but not limited to, reasonable attorneys' and paralegals' fees through any and all negotiations, and trial and appellate levels. The provisions of this Section shall survive termination of this Agreement and the termination of the Company.

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ARTICLE 9
MISCELLANEOUS

9.1 Buy-Sell Agreement. Contemporaneously with their execution of this Agreement, Sotis and Robotka shall each enter into a Buy-Sell Agreement in the form attached hereto as Exhibit "B".

9.2 Entire Agreement. This Agreement set forth all the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions expressed or implied, oral or written, except as herein contained.

9.3 Binding Effect; No Assignment. This Agreement shall be binding upon the parties hereto, their heirs, administrators, successors and assigns. Except as provided herein, no party may assign or transfer its interests herein, or delegate its duties hereunder, without the written consent of the other parties.

9.4 Amendment. This Agreement and/or the Company's Articles of Organization may be amended upon Special Consent.

9.5 No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

9.6 Gender and Use of Singular and Plural. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties, or their personal representatives, successors and assigns may require.

9.7 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The counterparts of this Agreement and all other agreements and documents executed in connection herewith may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

9.8 Headings. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

9.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.

9.10 Further Assurances. The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.

9.11 Provisions Severable. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdiction in which the parties do business. If any provision of this Agreement, or the application

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thereof to any person or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

9.12 Binding Arbitration of Disputes.

(a) In General. The parties to this Agreement shall in good faith endeavor to settle amicably any disputes, claims or controversies arising out of or relating to this Agreement. Notwithstanding anything to the contrary contained herein, in the event that the parties hereto are unable to resolve their differences within sixty (60) days, any dispute, claim or controversy shall be resolved by and through a confidential, binding arbitration proceeding to be conducted by a single arbitrator jointly selected by the parties to this Agreement, pursuant to the commercial arbitration rules of the American Arbitration Association in Broward County, Florida, but not under the auspices of the American Arbitration Association.

(b) Arbitration Notice. A party shall initiate arbitration by delivering a notice to the other parties (an "Arbitration Notice") describing the dispute(s) to be arbitrated. Within ten (10) days of receiving an Arbitration Notice, the receiving party may deliver its own Arbitration Notice, specifying additional disputes to be submitted to arbitration. If more than one dispute is to be arbitrated, the subject matters of the various disputes need not be related to each other. The parties shall attempt, whenever possible, to discuss and resolve any disputes on an informal basis, in order to avoid the expense and delay associated with arbitration. Any Arbitration Notice shall set forth the claims that the delivering party intends to bring and the relief sought, including sufficient details regarding the factual, contractual or other legal bases for the party's claim as reasonably required to enable the parties receiving the Arbitration Notice to evaluate the claim and respond thereto. No arbitrator shall have authority to consider or resolve any dispute that is not first the subject of an Arbitration Notice.

(c) Selection of Arbitrator(s). In the event that the parties are unable to jointly select a single arbitrator within thirty (30) days from the date of an Arbitration Notice, each party shall select one (1) arbitrator. The arbitrators so selected shall then themselves jointly select a third arbitrator, and the arbitration proceeding shall be conducted by all three (3) arbitrators. In the event that there are more than two (2) parties to the arbitration, and the parties are unable to jointly select a single arbitrator within thirty (30) days from the Arbitration Notice, each party shall select one (1) arbitrator; whereupon, the arbitrators so selected shall then themselves jointly select such number of additional arbitrators sufficient for an odd number of arbitrators for the arbitration.

(d) Costs and Enforcement. Costs for any arbitration, including all parties' attorneys' fees, shall be borne by the non-prevailing party. The arbitrator(s) shall have no power or authority to award punitive or exemplary damages. Any decision, whether in law or in equity, by the arbitrator may be entered and enforced in and by a court of competent jurisdiction. Notwithstanding any contrary provision of this Agreement, any party may seek emergency or temporary injunctive remedies exclusively in any federal or state court of competent jurisdiction, in aid of its claims for relief in the arbitration notwithstanding this agreement to arbitrate; provided that such action shall not be deemed a waiver of the right or requirement to arbitrate the merits of the dispute. Each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding.

9.13 Confidentiality. The Members hereby agree and covenant to keep confidential all Confidential Information of the Company. For purposes of this Agreement, "Confidential Information" shall mean and include the following: (a) proprietary technology and information, (b) trade secrets, ideas, processes, methods, data, computer programs in object code or executable code, sources of supplies, technology, research, know-how, improvements, discoveries, developments, designs, inventions,

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techniques, marketing plans, forecasts, and new product information; (c) client and vendor information, including but not limited to the names of customers, potential customers, and vendors; (d) financial information, sales information, pricing information, customer quotes, proposals, budgets, revenues, profits, and internal management control information; (e) marketing and advertising information, including but not limited to, names of advertising and marketing consultants, costs, strategies, techniques, proprietary business plans and proprietary business models; (f) proprietary forms and related information; (g) documentation and plans related to the Company's business; and (h) all documentation and plans related to the Company's business. Confidential Information shall not include information that is known to Members on a non-confidential basis prior to disclosure by the Company; is or hereafter becomes known to the general public without breach or fault or the part of recipient; is disclosed to Members by a third party without restriction on disclosure and without breach of any nondisclosure obligation; or is independently developed by Members from information not protected under this Agreement by Members while Members have no access to related information disclosed by the Company.

9.14 Non Disparagement. Each party hereto agrees and covenants not to make any statements or representations (whether public or private), or otherwise communicate, directly or indirectly, in writing, orally or otherwise, or take any action which may, directly or indirectly, disparage any of the other parties hereto in any way that can reasonably be considered to be derogatory to the good name or business reputation of such party(ies). The parties hereto further agree that they will not in any way solicit any such statements or communications. Notwithstanding anything to the contrary contained herein, the provisions of this Section 9.15 shall not in any way prevent or restrict a party hereto from (a) disclosing any information to its attorneys or in response to a lawful subpoena or court or arbitrator's order requiring disclosure of information or in connection with an arbitration or court action for enforcement of this Agreement; (b) making any communication or statement that is similarly privileged as a matter of applicable state or federal law; or (c) in the case of a Member that is an individual natural person, making any communication or statement privately to such party's family members.

9.15 Remedies. No remedy made available hereunder is intended to be exclusive of any other remedy, and each and every such remedy shall be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise, including any remedies under trade secret, unfair business practices or similar laws. Without limiting the above, it is agreed that there may be no adequate remedy at law available in the event of a breach of this Agreement by the Members, and the non-breaching party, in addition to all other rights and remedies which may be available to it, shall have the right to obtain specific performance or injunctive relief, as applicable, in the event of any breach or threatened breach of this Agreement. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date set forth below their signatures.

MEMBERS:

PETER SOTIS

Execution Date: 3/17/16

SHAWN ROBOTKA

Execution Date: 3/17/16

MANAGING MEMBER:

PETER SOTIS

Execution Date: 3/17/16

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SCHEDULE 1
TAX PROVISIONS

1. Capital Accounts. A separate Capital Account shall be maintained for each Member in accordance with the Code and the following provisions.

(a) To each Member's Capital Account there shall be credited the amount of cash and fair market value of the property actually contributed to the Company pursuant to any provision of this Agreement, such Member's allocable share of Profit and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company property distributed to such Member and any items in the nature of income or gain that are specially allocated pursuant to this Agreement.

(a) To each Member's Capital Account there shall be debited the amount of cash and the fair market value of any Company property distributed to such Member pursuant to any provision of this Agreement, such Member's allocable share of Loss and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company and any items in the nature of expenses or losses that are specially allocated pursuant to this Agreement.

(b) To the extent consistent with the specific terms hereof, the provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with, and shall be interpreted and applied in a manner consistent with, Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

In the event that the Managing Member shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Managing Member), are computed in order to comply with applicable Treasury Regulations, the Managing Member may make such a modification, provided that it is not likely to have a material effect on the amounts distributable to any Member hereunder upon the dissolution of the Company. The Managing Member shall also (i) make any adjustments that are necessary or appropriate to maintain equality between the aggregate Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(q) and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

2. Regulatory Allocations. Notwithstanding anything to the contrary contained in Article 5 of this Agreement, the following special allocations shall be made for each Taxable Year in the following order of priority:

(a) Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2(f), notwithstanding any other provision of this Schedule 1 or in Article 5 of this Agreement, if there is a net decrease in Company Minimum Gain during any Taxable Year, each Member shall be specially allocated items of Company income and gain for such Taxable Year (and, if necessary, subsequent Taxable Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 2(a) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Schedule 1 or Article 5 of this Agreement, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Taxable Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Taxable Year (and, if necessary, subsequent Taxable Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 2(b) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5), or Section 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible, provided that an allocation pursuant to this Section 2(c) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for have been tentatively made as if this Section 2(c) were not in the Agreement.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Taxable Year that is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 2(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for have been made as if Section 2(c) and this Section 2(d) were not in the Agreement.

(e) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Taxable Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1).

(f) Nonrecourse Deductions. Nonrecourse Deductions for any Taxable Year shall be specially allocated to the Members in proportion to their respective Percentage Interests.

(g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset, pursuant to Code Section 734(b) or Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Treasury Regulations Section 1.704

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1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

3. Curative Allocations. The allocations set forth in Sections 2(a) – 2(g) (collectively, the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 3. Therefore, notwithstanding any other provision of the Agreement or of this Schedule 1 (other than the Regulatory Allocations), the Tax Matters Member shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Article 5 of this Agreement.

4. Loss Limitation. Losses allocated pursuant to Article 5 of the Agreement or under this Schedule 1 shall not exceed the maximum amount of Losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Taxable Year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Article 5, the limitation set forth in this Section 4 shall be applied on a Member by Member basis and Losses not allocable to any Member as a result of such limitation shall be allocated to the other Members in accordance with the positive balances in such Member's Capital Accounts so as to allocate the maximum permissible Losses to each Member under Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

5. Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managing Member using any permissible method under Code Section 706 and the Treasury Regulations thereunder.

(b) The Members are aware of the income tax consequences of the allocations made by this Schedule 1 and hereby agree to be bound by the provisions of this Schedule 1 in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Treasury Regulations Section 1.752-3(a)(3), the Members' interests in Company Profits are in proportion to their Percentage Interests. To the extent permitted by Treasury Regulations Section 1.704-2(h)(3), the Managing Member shall endeavor to treat distributions of Distributable Net Income as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

6. Withholding Taxes. In the event that the Company incurs a withholding tax or other tax obligation with respect to the share of Company income allocable to any Member, then the Managing Member shall cause the amount of such obligation to be debited against the Capital Account of such Member when the Company pays such obligation, and any amounts then or thereafter distributable to such Member shall be reduced by the amount of such taxes. If the amount of such taxes is greater than any such distributable amounts, then such Member and any successor to such Member's interests shall, upon demand of the Managing Member, pay to Company, as a contribution to the capital of the Company, the amount of such excess. The Managing Member shall not be obligated to apply for or obtain a reduction of or exemption from withholding tax on behalf of any Member that may be eligible for such reduction or exemption, provided, however, that in the event that the Managing Member determine that a Member is eligible for a refund of any withholding tax, the Managing Member, may, at the request and expense of such Member, assist such Member in applying for such refund.

7. Tax Matters Member. The Managing Member shall serve as the Company's tax matters member (the "Tax Matters Member"). The Tax Matters Member shall have all powers and responsibilities provided in Section 6231(a)(7) of the Code for a tax matters partner. The Tax Matters Member shall keep all Members informed of all notices from government taxing authorities that may come to the attention of the Tax Matters Member. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Member in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax related administrative or judicial proceeding against any Member, even though it relates to the Company.

8. Tax Elections. The Tax Matters Member shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754 and any election to value any Compensatory Interest at liquidation value, as the same may be permitted pursuant to or in accordance with the finally promulgated successor rules to Proposed Treasury Regulations Section 1.83-3(l) and IRS Notice 2005-43.

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EXHIBIT "A"
MEMBERS

MEMBER AND ADDRESS	CONTRIBUTION	REGULAR UNITS	PERCENTAGE INTEREST	INITIALED
PETER SOTIS	$1,000,000	800	80.0%	
SHAWN ROBOTKA	$100,000	200	20.0%	
TOTAL		1,000	100%	

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EXHIBIT "B"
BUY-SELL AGREEMENT
(Attached)