

**NOTICE: THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, SECTION 15-48-10 ET SEQ. OF THE CODE OF LAWS OF SOUTH CAROLINA.**

**761 SOUTH MCKENZIE, LLC  
OPERATING AGREEMENT  
Fed ID 47-1851911**

**MEMBERSHIP SHARES IN 761 SOUTH MCKENZIE, LLC  
HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS  
AMENDED, OR THE SECURITIES LAWS OF ANY STATE. MEMBERSHIP SHARES  
ACQUIRED BY MEMBERS MAY NOT BE SOLD OR OFFERED FOR SALE IN THE  
ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT OF THE  
MEMBERSHIP SHARES UNDER THE SECURITIES ACT OF 1933, AS AMENDED,  
AND SUCH STATE LAWS AS MAY BE APPLICABLE, OR DELIVERY TO THE  
COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY  
THAT SUCH REGISTRATION IS NOT REQUIRED. ADDITIONAL RESTRICTIONS  
ON TRANSFER OF THE MEMBERSHIP SHARES ARE SET FORTH IN THIS  
AGREEMENT.**

**OPERATING AGREEMENT  
OF  
761 SOUTH MCKENZIE, LLC**

THIS OPERATING AGREEMENT ("Agreement") is made and entered into as of the 15th day of September, 2014, by and among **BEW RE HOLDINGS, LLC, JCF RE HOLDINGS, LLC, and SERD FD HOLDINGS, LLC** (collectively referred to as the "Members" and individually as a "Member").

WITNESSETH:

WHEREAS, the Company has been formed as a limited liability company under South Carolina law for the limited purposes hereinafter set forth; and

WHEREAS, the Members wish to adopt this Agreement as the operating agreement of the Company.

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars, to each paid in hand, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members and the Company covenant and agree as follows:

**ARTICLE I  
Definitions**

**1.1 Definitions.** Whenever used in this Agreement, or any amendment hereof, the following terms shall have the meanings set forth below:

(a) **"Act"** shall mean the South Carolina Uniform Limited Liability Company Act of 1996, Sections 33-44-101 et seq. of the Code of Laws of South Carolina (1976), as amended, and any corresponding provisions of future laws.

(b) **"Agreement"** shall mean this Operating Agreement, together with any amendments hereto.

(c) **"Articles of Organization"** shall mean the Articles of Organization filed with the South Carolina Secretary of State by which the Company was organized as a South Carolina limited liability company pursuant to the Act, together with any amendments thereto.

(d) **"Capital Account"** shall mean the account established and maintained for each Member on the books of the Company pursuant to ARTICLES VII and VIII hereof.

(e) **"Capital Contribution" or "Contribution to Capital"** shall mean the amount of cash and net fair market value (at the time of the contribution) of any property contributed to the Company by or on behalf of a Member.

(f) **"Code"** shall mean the Internal Revenue Code of 1986, as amended, and any

corresponding provisions of future laws.

(g) **"Company"** shall mean **761 SOUTH MCKENZIE, LLC**

(h) **"Company Liability"** shall mean any enforceable debt or obligation for which the Company is liable or which is secured by any Company Property.

(i) **"Company Property"** shall mean any and all property, real, personal, tangible and intangible, either contributed by a Member as capital, transferred to, or otherwise acquired by the Company.

(j) **"Control" or "Controlled"** shall mean with respect to any legal entity, the actual or constructive ownership of more than ninety (90%) percent of all the voting rights in the entity, determined using the constructive ownership rules under Section 318 of the Code, regardless of whether the legal entity in question is a corporation or other legal entity.

(k) **"Disinterested"** shall mean with respect to any Member, a Member who (1) is not a party to a particular transaction or other undertaking, (2) has no material financial interest in any organization that is a party to that undertaking, and (3) is not a Family member of any Person who is either a party to that undertaking or has a material financial interest in any organization that is a party to that undertaking.

(l) **"Dissociation"** shall mean only the action of a Member deemed to be a Dissociation by the Member pursuant to ARTICLE X, and shall not have the meaning given it in the Act.

(m) **"Family"** shall mean (1) the spouse, lineal descendants and ancestors of an individual; (2) any estate, trust, guardianship, conservatorship, custodianship or other fiduciary arrangement for the benefit of any one or more of the individuals described in (1) above; and (3) any corporation, partnership, limited liability company or other business organization Controlled by any one or more individuals or entities described in (1) or (2) above.

(n) **"Financial Rights"** shall mean the right to share in the Profits and Losses of the Company and the right to share in distributions.

(o) **"Losses"** shall mean the losses of the Company as determined under ARTICLE VIII hereof.

(p) **[Intentionally Deleted]**

(q) **"Manager"** shall mean any party elected to be a Manager from time to time pursuant to ARTICLE V.

(r) **"Member"** shall mean the parties to this Agreement from time to time.

(s) **"Membership Share"** shall mean all of the rights of a Member under this Agreement and under the Act, including, but not limited to, a Member's Financial Rights and Voting Rights.

(t) **"Person"** shall mean an individual, general partnership, limited liability company, limited liability partnership, limited partnership, trust, estate, corporation, custodian, trustee, executor, personal representative, legal representative, administrator,

nominee or any other entity or person, and any individual or entity acting in a representative capacity.

(u) **"Profits"** shall mean the profits of the Company as determined under ARTICLE VIII hereof.

(v) **"Voting Rights"** shall mean the right of a Member to vote on any matter as provided in this Agreement or under the Act. Any reference to a Member's Voting Rights shall mean the percentage of Voting Rights in the Company held by the Member.

(w) **"Voting Rights in the Company"** shall mean the Voting Rights held by the Members, collectively. Unless otherwise specifically provided herein, reference to a percentage of Voting Rights in the Company shall mean a percentage of the total Voting Rights held by all the Members.

## **ARTICLE II**

### **Formation, Purposes and Powers**

**2.1 Formation.** The parties to this Agreement hereby agree to and adopt the terms and conditions set forth in this Agreement as the operating agreement of the Company. The Company shall exist under and be governed by the provisions of the Act, except as otherwise provided or modified by the Articles of Organization or this Agreement. The Company shall exist only for the purposes specified in this Agreement and shall not be deemed to create a partnership, joint venture, or any other relationship between the Members.

**2.2 Name.** The name of the Company shall be **761 SOUTH MCKENZIE, LLC**. The Company's name may only be changed by an amendment to the Articles of Organization.

**2.3 Articles of Organization.** The Articles of Organization have been filed with the South Carolina Secretary of State, and the Company shall remain in compliance with all applicable provisions of the Act necessary to maintain its existence as a South Carolina limited liability company.

**2.4 Designated Office.** The Company shall maintain a designated office in South Carolina in accordance with the Act. The designated office shall be at the address set forth in the Articles of Organization.

**2.5 Registered Agent and Address.** The registered agent for service of process on the Company and the street address of the registered agent for service of process on the Company shall be the Person and address set forth in the Articles of Organization.

**2.6 Term Company.** The Company shall be a Term Company, as that term is defined in the Act. The Company's existence shall commence on the date the Articles of Organization were filed with the South Carolina Secretary of State, unless a later effective date is specified in said Articles of Organization.

**2.7 Purposes.** The character of business and purposes of the Company shall be to buy, sell, lease, develop and improve commercial real estate, and all services ancillary to such activities, including but not limited to managing, improving, operating, leasing, mortgaging, refinancing, pledging, selling or otherwise dealing with the Company Property and engaging in such other activities as the Manager deems necessary or appropriate to the foregoing purposes.

**2.8 Powers.** Subject to the provisions of this Agreement, and subject to express limitations in Section 5.2, the Company shall have the same powers as an individual to do all things necessary or convenient to carry on its business and affairs, including the power to:

- (a) Sue and be sued, and defend in its name;
- (b) Purchase, receive, lease, or otherwise acquire, and own, hold, improve, use, maintain, manage, operate and otherwise deal with property of any kind, real, personal, tangible and intangible, or any legal or equitable interest in property, wherever located;
- (c) Sell, convey, mortgage, grant a security interest in, lease, exchange, and otherwise encumber or dispose of all or any part of its property;
- (d) Purchase, receive, subscribe for, or otherwise acquire, own, hold, vote, use, sell, mortgage, lend, grant a security interest in, or otherwise dispose of and deal in and with, shares or other interests in or obligations of any other entity;
- (e) Make contracts and guarantees, incur liabilities, borrow money, issue its notes, bonds, and other obligations, which may be convertible into or include the Option to purchase other securities of the limited liability company, and secure any of its obligations by a mortgage on or a security interest in any of its property, franchises, or income;
- (f) Invest its funds, and receive and hold real and personal property as security for repayment;
- (g) Be a promoter, partner, member, associate, or manager of any partnership, joint venture, trust, or other entity;
- (h) Conduct its business, locate offices, and exercise the powers granted by this Agreement and the Act within or without the State of South Carolina;
- (i) Appoint officers and agents of the Company and define their duties;
- (j) Perform any act and execute and deliver any documents required by any governmental authority; and
- (k) Perform any and all other acts or activities customary, incidental, necessary or convenient to the purposes and powers enumerated herein.

**2.9 Construction.** Unless otherwise required by law, if and to the extent the provisions of this Agreement conflict with the Act, this Agreement shall control. If and to the extent the provisions of this Agreement do not conflict with the Act, the Act shall control.

### **ARTICLE III**

#### **Membership and Capitalization**

**3.1 Members.** Each Member's initial Capital Contribution to the Company, Financial Rights and Voting Rights are shown on **EXHIBIT A** attached hereto.

**3.2 Admission of New Members.** Except as otherwise provided in ARTICLE XI, additional Members (including transferees) may be admitted to the Company only with the consent of 90% of Members having Voting Rights in the Company. The eligible Members shall indicate their consent to the admission of a new Member by executing with the new Member and the Company an amendment to **EXHIBIT A** of this Agreement setting forth the names,

addresses, and percentage ownership of Financial Rights and Voting Rights of all the Members as a result of the new Member's admission. In addition, no Person shall become a Member unless such Person completes and executes an Admission Agreement with the Company in the form of **EXHIBIT B** attached hereto.

Except as otherwise provided in the next paragraph, no creditor of a Member who obtains any portion of a Membership Share by charging order pursuant to the Act, or otherwise, or any Person, including any creditor, receiver, or bankruptcy estate that obtains any rights in the Company by reason of a security interest, pledge or the filing of an action for foreclosure, bankruptcy, receivership, divorce, or any similar proceeding may become a Member in the Company without the majority approval of the Members having Voting Rights, obtained after the transfer.

Notwithstanding anything herein to the contrary, if at any time the Company has only one Member, and if that Member's entire Membership Share, or all of that Member's Financial Rights, are transferred voluntarily by the Member by sale, exchange or gift, or involuntarily by reason of the Member's death, incompetence, insolvency, bankruptcy, or dissolution, then the transferee(s) of such Membership Share or Financial Rights shall automatically become full Member(s) of the Company.

**3.3 Transferee of Membership Share Admitted as a Member.** Upon the transferee(s) of a transferor Member's entire Membership Share or all of the transferor Member's Financial Rights in the Company becoming Member(s), the transferor ceases to be a Member.

**3.4 Transferee of Membership Share not Admitted as a Member.** If the transferee of all or any part of a Membership Share is not admitted as a Member, he shall be entitled to retain the Financial Rights transferred to him, but he shall not have any Voting Rights and shall not be entitled to participate in the management of the Company or to exercise any other rights of a Member. The transferee is subject to any claims or offsets the Company has against the transferor, regardless of whether those claims or offsets exist at the time of the transfer or arise afterwards. An amendment to this Agreement may change the rights of a transferee, even if the amendment is made after the transfer. A transferee who is not admitted as a Member shall not have the right to seek a judicial determination that it is equitable to dissolve and wind up the Company's business under the Act. The transferor continues to be a Member, entitled to all rights of a Member, other than the rights transferred.

Notwithstanding anything herein to the contrary, a transferee who is not admitted as a Member shall not be entitled to receive any distributions from the Company until such transferee delivers to the Manager written notice of the transfer, proof of the transfer deemed sufficient by the Manager, the transferee's federal and state tax identification numbers, and/or social security number, current legal address and telephone number, and such other information as the Manager may reasonably require.

**3.5 Redemption of Member's Financial Rights Subjected to Charging Order.** In the event a Member's Financial Rights are subjected to a charging order under the Act, the Company may redeem the Member's Financial Rights so charged, with Company Property, at any time prior to foreclosure of said Financial Rights in accordance with the Act. Nothing in this Section shall be construed as affecting or limiting the rights of the judgment debtor and the other Members to redeem any Financial Rights subjected to a charging order with their own property in accordance with the Act.

**3.6 Power of Attorney.** Any Member may give another Member power of attorney to act for or to execute documents in the name of such Member, provided the Member giving such power of attorney delivers a copy of the power of attorney to the Managers. Any such power of attorney may be changed or revoked at any time by the Member who gave such power by giving notice of its change or revocation to the Manager.

### **3.7 Mandatory Capital Calls.**

Except as provided in this Section 3.7, there shall be no mandatory Capital Contributions. Also, except as provided in this Section 3.7, any Capital Contributions shall be contributed by the Members in the same ratio as each Member's Financial Rights bears to the total of all the Financial Rights in the Company. Solely for purposes of this Section, a Member who has transferred his Financial Rights, but whose transferee has not become a Member, shall be deemed to hold the Financial Rights so transferred.

If any Member fails to make his required Capital Contribution within ten (10) days after notice of a mandatory capital call ("Defaulting Member"), each Member who has made his required Capital Contribution pursuant to this Section may make an additional Contribution to Capital equal to such Member's proportionate share of the Defaulting Member's required contribution. Any Member that makes additional Capital Contributions hereunder to the Company (the "Contributing Member") shall have his Membership Share increased so that, when compared to all other Member's Capital Contributions, it is equal to a fraction, the numerator of which is the sum of such Member's Capital Contributions to the Company and the denominator of which is the sum of all Capital Contributions to the Company made by all Members (the "Membership Increase"). The Membership Share of the Defaulting Member shall be reduced accordingly. Notwithstanding the foregoing, in no event shall any Membership Increase become permanent until the one year anniversary of the date that that a Contributing Member has made a financial contribution to the Company on behalf of another member (the "Contribution Anniversary"). Any Defaulting Member may void the Membership Increase by paying the Contributing Member the amount of the capital call contributed together with interest on such capital call made to the Company by the Contributing Member on behalf of the Defaulting Member at the Prime Rate (as quoted by the *Wall Street Journal*) plus three percent (Prime + 3%) on or before the Contribution Anniversary.

**3.8 Representations and Warranties of Members.** Each Member, and the individual members of **BEW RE HOLDINGS, LLC; JCF RE HOLDINGS, LLC; and SERD FD HOLDINGS, LLC** hereby represent and warrant to the Company and each other Member, and covenants with the Company and each other Member that:

(a) the Member is acquiring such Member's Membership Share in the Company for the Member's own account as an investment and without an intent to distribute the Membership Share;

(b) the Member acknowledges that such Member's Membership Share has not been registered under the Securities Act of 1933 or any state securities laws;

(c) the Member acknowledges that such Member's Membership Share is subject also to the restrictions on transfer contained in this Agreement and the Act, and may not be resold or transferred by the Member without appropriate registration under applicable securities laws or the availability of an exemption from such requirements and compliance with the restrictions herein;

(d) the Member acknowledges that the law firm of Graybill & Lorsche, LLC only represents the Company in connection with the preparation of this Agreement and not any individual Member;

(e) the Member has such knowledge and experience in financial and business matters that the Member is capable of evaluating the merits and risks of investment in the Company, understands that investment in the Company constitutes a speculative investment with substantial market, operational, competitive, management, economic, tax, interest rate, and other risks, has evaluated the risks associated with investment in the Company and determined that the Member can bear the economic risk of this investment and can afford a complete loss of such investment. **THE MEMBER HAS HAD OPPORTUNITY TO SEEK THE ADVICE OF THE MEMBER'S OWN INDEPENDENT LEGAL COUNSEL AND OTHER INDEPENDENT EXPERTS REGARDING THE INVESTMENT;**

(f) the Member acknowledges that, to the best of the Member's knowledge, the purchase of the Member's Membership Share in the Company was not solicited by the use of general advertising or solicitation, and that no brokerage or similar commission was paid to anyone relating to the Member's acquisition of an interest in the Company;

(g) the Member has been given sufficient opportunity to ask questions, and receive answers (and has asked such questions and received answers to its satisfaction) with respect to the Company concerning the terms and conditions of the Member's investment and has been given the opportunity to obtain such additional information necessary to verify the accuracy of the information provided to such Member in order for the Member to evaluate the merits and risks of investment in the Company;

(h) in the event such Member is not a natural person, the Member is duly organized, validly existing and in good standing under the laws of the state of its formation and has full power to carry on its business and to own and operate its properties and assets as presently owned and operated;

(i) such Member has taken all action necessary to approve and authorize the execution of this Agreement and to consummate the transaction contemplated hereby;

(j) when executed and delivered, this Agreement shall constitute the valid and binding obligations of the Member, enforceable in accordance with its terms and conditions;

(k) the execution, delivery, and performance of this Agreement by the Member does not conflict with or violate the terms of any constitutive instruments, agreements, mortgages, indentures, judgments, authorizations, court orders, or other legal requirements or restrictions binding upon the Member;

(l) the Member has no pending, and to the best of the Member's knowledge, no threatened litigation against it or other legal proceedings which call into question the Member's right or ability to enter into and perform its obligations under this Agreement;

**3.9 Indemnification.** Each Member shall and does hereby agree to indemnify and hold harmless the Company and the other Members from any and all liabilities, losses, costs, damages or expenses (including, without limitation, the costs of litigation and reasonable attorneys' fees) ("Losses") arising out of, resulting from, or in any way related to the misrepresentation or breach



of any representation or warranty of such Member set forth in this Agreement. The Company agrees to indemnify the Members from any Claims against the Members arising out of or related to the operation of the Company except for Losses caused by fraudulent or illegal acts.

#### **ARTICLE IV**

##### **Member Meetings**

**4.1 Place of Meetings.** All meetings of the Members shall be held at the Company's principal place of business, or at such other place as shall be agreed upon by the Members.

**4.2 Time of Meeting.** Meetings of the Members may be called at any time by the Manager or any Member having Voting Rights by delivery of written notice at least seven (7) days nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Manager or person calling the meeting, to each Member of record entitled to vote at such meeting, to the extent such requirement is not inconsistent with the Act. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member having Voting Rights at his address as it appears on the Membership transfer records of the Company, with postage prepaid.

The notice shall contain the time, date and place of the meeting.

**4.3 Member Voting and Quorum.** Each Member shall be entitled to vote in proportion to his Voting Rights in the Company. In order for any vote of the Members to be valid, all Members must be represented at the meeting either in person or by proxy.

**4.4 Voting by Certain Members.** Voting Rights owned by a corporation or other business entity may be voted by the officer, agent or proxy as the by-laws of that corporation or other governing instruments of the business entity prescribe, or, in the absence of such provision, as the board of directors or other governing body of the corporation or entity may determine. Voting Rights owned by an administrator, executor, personal representative, guardian, or conservator may be voted by him, either in person or by proxy, without a transfer of such Voting Rights into his name. Voting Rights owned by a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to exercise any Voting Rights held by him without a transfer of the Voting Rights into his name.

Voting Rights owned by a receiver may be voted by the receiver, and Voting Rights owned by or under the control of a receiver may be voted by the receiver without the transfer thereof into his name if authority so to do is contained in an appropriate order of the court by which such receiver was appointed.

A Member whose Membership Shares or Voting Rights are pledged (if otherwise permitted hereunder) shall be entitled to vote such Voting Rights until the Voting Rights have been transferred into the name of the pledgee and thereafter the pledgee shall be entitled to vote the Voting Rights so transferred.

**4.5 Proxies.** Members may vote by proxy appointed by an instrument in writing. A proxy shall be delivered to the other Members before the meeting at which it is to be voted and shall not be valid after the final adjournment of the meeting.

**4.6 Waiver of Notice.** A Member may waive notice of any meeting by a signed writing.

In addition, a Member who attends a meeting waives his right to assert any lack of notice, or defect in notice, of the meeting unless he states such objection at the outset of the meeting.

**4.7 Manner of Meetings.** Members may participate in meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting as provided herein shall constitute presence in person at such meeting.

**4.8 Actions Without a Meeting and Teleconference Meetings.** Notwithstanding any provision contained in this Agreement, any act required or permitted to be taken at any meeting of the Members may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by all of the Members. Members may participate in any meeting of the Members by, or conduct any meeting of the Members through the use of, any means of communication by means of which all Members participating in the meeting may simultaneously hear one another during the meeting.

**4.9 Personal Services.** No Member shall be required to perform any services for the Company by virtue of being a Member or Manager of the Company.

## **ARTICLE V**

### **Management and Control**

**5.1 General Authority.** The Company shall be manager managed, as defined in the Act. Except as otherwise expressly provided by this Agreement, any matter relating to the business and affairs of the Company shall be decided by the Manager. The Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Without limiting the generality of the foregoing, **and subject to express limitations in Section 5.2 and Section 5.5, below**, the Manager shall have the power and authority on behalf of the Company to:

- (a) Purchase liability and other insurance to protect the Company and the Members;
- (b) Enter into, make, and perform contracts, agreements, and other undertakings binding on the Company, obligating the Company up to the amount of \$25,000, but not greater, that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and make all decisions and waivers thereunder;
- (c) Employ accountants, legal counsel, managing agents, for the Company and to compensate them out of Company Property;
- (d) Open and maintain bank and investment accounts and arrangements, draw checks, letters of credit, and other orders for payment of money and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;
- (e) Pay debts and obligations of the Company to the extent that Company Property is available;
- (f) Collect sums due the Company and bring suit on the Company's behalf or defend the Company in any action, and compromise, settle, collect, and otherwise represent, prosecute and defend the legal rights and interests of the Company; and

(g) Perform all other acts as may be necessary or appropriate to the conduct of the Company's business, and to execute, acknowledge, verify and deliver any or all instruments desirable to effectuate any of the foregoing.

**5.2 Members' Approval Required for Certain Major Decisions.** Notwithstanding anything herein to the contrary, the following actions of the Company require 90 % approval of all Voting Rights in the Company:

- (a) Any amendment to this Agreement;
- (b) The acquisition or sale of property owned by or in the name of the Company; real, personal, tangible and intangible;
- (c) The borrowing of money for the Company from banks, other lending institutions, and other Persons and to hypothecate, encumber and grant security interests in the assets of the Company to secure payment of the borrowed sums;
- (d) Any contract, agreement, and other undertaking binding on the Company, obligating the Company over \$25,000 but not greater, that may be necessary, appropriate, or advisable in furtherance of the purposes of the Company and make all decisions and waivers thereunder;
- (e) Any action involving the improvement or subdivision of Company Property;
- (f) The making of any permitted capital call on the Members;
- (g) Admitting any new or substitute Member to the Company or approving the sale or assignment of any Membership Share or Voting Rights (unless otherwise specifically allowed by the terms of this Agreement);
- (h) Appointment of Officers of the Company; and
- (i) The filing on behalf of the Company of a voluntary petition for bankruptcy, or any action on behalf of the Company for receivership, insolvency or other similar relief in any court of competent jurisdiction.

**5.3 No Authority of Members.** Except as otherwise provided in this Agreement, or as authorized in writing by the Manager, no Member is an agent of the Company or has the authority to make any contracts, enter into any transactions, or make any commitments on behalf of the Company.

**5.4 Manager.**

(a) **Identity.** As of the date of this Agreement, the Manager of the Company shall collectively be: Brigham E. Woodward, Jr., John Cooper Fowler II and Travis A. Meyer. Any one individual Manager may act on behalf of the Company as Manager pursuant to the terms of this Agreement.

(b) **Election of Manager.** The Manager shall be elected by the affirmative vote of all Members having Voting Rights.

(c) **Removal.** The Manager may be removed from office with or without cause by a

vote of all Members having Voting Rights.

**(d) Vacancies.** A vacancy occurring in the Manager may be filled by a vote of the Members having Voting Rights.

**(e) Compensation.** The Manager or any Officers of the Company shall not receive compensation for its services in such capacity; provided, however, that this provision shall not limit the Manager (or the LLC in which he is a majority or single member) participation in its Financial Rights, as set forth on Exhibit A.

**5.5 Loan Guarantors.** It is hereby acknowledged and agreed to by the Manager and the Members having Voting Rights that Brigham E. Woodward Jr. and John C. Fowler, II, in their individual capacities, shall be the sole guarantors of any Company debt which is borrowed by the company from time to time.

**5.6 Officers.** The Manager may, from time to time, designate one or more individuals to be officers of the Company. Any officers so designated shall have such authority and perform such duties as the Manager may, from time to time, delegate to them. The Manager may assign titles to particular officers. Unless the Manager determines otherwise, if the title is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office. Any number of offices may be held by the same Person. Designation of a Person as an officer shall not of itself create an employment agreement or any other contract rights. Each officer shall hold office until his successor shall be duly designated and qualified, or until his death or until he shall resign or shall have been removed, with or without cause, by the Manager.

As of the date of this Agreement, the following individuals are designated as the officers of the Company set forth opposite their names: Not Applicable at this time.

## **ARTICLE VI**

### **Fiduciary Duties; Right to Rely; Indemnification**

**6.1 Duties of Members.** A Member who is not also a Manager owes no duties to the Company or to the Members solely by reason of being a Member; provided, however, that a Member who, pursuant to this Agreement, exercises some or all of the rights of a Manager in the management and conduct of the Company's business is held to the standards of conduct applicable to the Manager under this Agreement and the Act to the extent that the Member exercises the managerial authority vested in a Manager by this Agreement or the Act. No Member shall be under any obligation to disclose any business opportunity to the Company or the other Members.

**6.2 Duty of Loyalty.** The Manager's duty of loyalty to the Company and the Members is limited to the following:

(a) To account to the Company and to hold as trustee for the Company any property, profit or benefit derived by the Manager in the conduct or winding up of the Company's business or derived from a use by the Manager of the Company's property, including the appropriation of a Company opportunity;

(b) To refrain from dealing with the Company in the conduct or winding up of the Company's business as or on behalf of a party having an interest adverse to the Company;

and

(c) To refrain from competing with the Company in the conduct of the Company's business before dissolution of the Company.

Notwithstanding anything herein to the contrary, the Members and the Company acknowledge and agree that the Manager, and/or its members, either directly or indirectly through other Persons, are engaged in other business and investment activities (but not in direct competition with Company Property). The Members are sophisticated investors and are aware of the extent of the Manager's business and investment activities. No Manager shall be under any obligation to disclose any business opportunity to the Company or the Members unless such opportunity may reasonably be considered to be in conflict with the business of the Company. The fiduciary duties of the Manager shall be limited to its dealings with the Company Property.

**6.3 Duty of Care.** In carrying out his duties and exercising his powers hereunder, the Manager shall exercise reasonable skill and care, use its commercially reasonable judgment and act at all times in what it deems to be the best interests of the Company. Subject to the preceding sentence, no Manager shall be liable, responsible or accountable in damages or otherwise to the Company or the Members for any acts performed or omitted by him in good faith and within the scope of this Agreement.

**6.4 Fiduciary Duties.** The Manager shall discharge its duties and exercise any of its rights consistently with the obligation of good faith and fair dealing which it owes to the Company and the Members. A Manager may lend money to and transact other business with the Company. As to each loan or transaction, the rights and obligations of the Manager are the same as those of a Person who is not a Manager, subject to other applicable law.

**6.5 Right to Rely.** The Manager shall not be held liable to the Company, or to the Members, for relying in good faith upon the records required to be maintained by this Agreement and upon such information, opinions, reports or statements by any Members, attorneys, accountants, agents, advisors or any other Person who has been selected with reasonable care by or on behalf of the Company, as to matters the Manager reasonably believes are within such other Person's professional or expert competence.

**6.6 Indemnification of Managers.** To the fullest extent allowed by law, the Manager shall be indemnified and held harmless by the Company for any liability resulting from any act performed or omission made by it in good faith on behalf of the Company, except for acts or omissions of gross negligence, reckless conduct, intentional misconduct, or knowing violation of the law.

**6.7 Loans By Members to the Company.** Upon the request and approval by the Members having 90% of the Voting Rights in the Company, any Member may loan funds to the Company. Such loan shall be on terms and at an interest rate as determined by the Members of the Company having 90 % of the Voting Rights in the Company, but shall bear interest of no more than the *Wall Street Journal* prime rate plus three (3) percent as quoted in the money rates section of the *Wall Street Journal* on the date which the loan is closed, which is also the base rate on corporate loans at large United States money center commercial banks, from time to time as its prime commercial or similar reference interest rate. In the event any Member makes a loan to the Company, the repayment of such loan by the Company shall take priority over distributions to be made to any Member, and no distributions shall be made until the loan is repaid in full, unless the Member making the loan otherwise agrees in writing, and except for distributions to

redeem Membership Shares or to pay taxes made in accordance with this Agreement.

## **ARTICLE VII**

### **Capital Accounts and Accounting**

**7.1 Capital Accounts.** The Company shall establish for each Member a Capital Account, which shall be maintained in accordance with Section 704 of the Code and the capital account rules set forth in Treasury Regulations Section 1.704-1(b). No interest shall accrue on any Capital Contribution, and no Member shall have the right to withdraw or be repaid any of his, her, or its Capital Contribution.

**7.2 Compliance with Section 704(b) of the Code.** The provisions of this Agreement as they relate to the maintenance of Capital Accounts and allocations of Profits and Losses are intended, and shall be construed, and, if necessary, modified to cause the allocations of Profits, Losses, income, gain, deductions, credit and other items pursuant to this Agreement to have substantial economic effect within the meaning of the Treasury Regulations promulgated under Section 704(b) of the Code. Notwithstanding anything herein to the contrary, this Agreement shall not be construed as creating a deficit restoration obligation.

**7.3 Tax Matters Partner.** JCF RE HOLDINGS, LLC is designated the initial “tax matters partner” of the Company, as defined in Section 6231(a)(7) of the Code. The Manager may designate a new “tax matters partner” from time to time without amending this Agreement.

**7.4 Accounting and Record Keeping.** The “tax matters partner” will hire and work with an accounting firm selected by the Manager to review the accounting and records of the Company on a quarterly basis and have available income statements and balance sheets, as well as up to date records of all expenditures on any construction or other project costs. Additionally, said firm will distribute annual K-1's to the Members.

## **ARTICLE VIII**

### **Interim Distributions and Allocations**

**8.1 Interim Distributions.** Interim distributions to the Members shall be made in accordance with the following:

From time to time the Manager shall determine to what extent, if any, the Company's cash on hand (“Company Cash”) exceeds the current and anticipated needs of the Company's business, including, but not limited to, operating expenses, debt service, acquisitions, payments under Section 707(c) of the Code, all amounts necessary to preserve, maintain and repair any Company Property, and reasonable reserves against future contingent liabilities. Any Company Cash in excess of such amounts shall be distributed to the Members.

Except as otherwise provided in this Agreement, all distributions to the Members must be made simultaneously to each of the Members and must be made in proportion to the Members' Financial Rights. Such distributions may be in cash or Company Property or partly in both. Items of Company Property need not be distributed proportionately, provided all the Members agree upon the value of the property being distributed and the value of the property and the cash received by each Member is proportionate to his Financial Rights. Subject to the Act, at the time that a Member becomes entitled to receive a distribution, the Member has the status of and is

entitled to all remedies available to a creditor of the Company with respect to the distribution.

**8.2 Restrictions on Distributions.** Notwithstanding anything herein to the contrary, no distribution to any Member may be made if after giving effect to the distribution either (a) the Company would not be able to pay its debts as they become due in the ordinary course of business, or (b) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed if the Company were to be dissolved, wound up and terminated at the time of the distribution, to satisfy the preferential rights upon dissolution, winding up and termination of Members whose preferential rights are superior to those receiving the distribution. The provisions of Section 33-44-406 of the Act shall apply in construing this Section.

**8.3 Calculation of Profits and Losses.** The Profits and Losses of the Company for each fiscal year or other period shall be the taxable income or loss of the Company for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any Company income which is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this subsection shall be added to such taxable income or loss.

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) (expenditures of the Company not deductible in computing its taxable income and not properly chargeable to a capital account) or treated as such expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i)(2) and (3) (organizational expenditures which the Company elects not to amortize under Code Section 709(b) and certain disallowed losses) and not otherwise taken into account in computing Profits and Losses pursuant to this subsection shall be subtracted from such taxable income or loss.

(c) Gain or loss with respect to the disposition of Company Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed based upon the "adjusted book value" (as determined in the Treasury Regulations promulgated under Code Section 704) of such property without regard to the adjusted basis.

(d) Depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss shall, for purposes of this subsection, be based upon the "adjusted book value" (as determined in the Treasury Regulations promulgated under Section 704) of Company Property.

**8.4 Allocation of Profits and Losses.** The Profits and Losses of the Company for any fiscal year of the Company shall be allocated among the Members in accordance with their Financial Rights. The proceeds of any life insurance policy insuring the life of a Member which are received by the Company shall be allocated to the surviving Member(s), and the deceased Member, his estate, successors, or legal representatives shall have no interest in or distributive share of such proceeds. To the extent Company Cash is paid from other than proceeds of permanent financing to repay equity, Profits, for tax purposes, will be allocated based on who receives the Company Cash.

**8.5 Tax Item Allocation.** Unless otherwise specially allocated herein, whenever a proportionate part of Profits or Losses is charged or credited to the Capital Account of a Member, every item of income, gain, loss, deduction, credit, allowance or tax preference

entering into the computation of such Profits or Losses or applicable to the period during which such Profits or Losses were realized shall be considered credited or charged, as the case may be, to such Capital Account in the same proportion. In the event of a transfer of Financial Rights in the Company at any time other than at the end of the Company's tax year, the distributive share of Profits and Losses and any items of Company income, gain, loss, deduction, credit or tax preference attributable to the transferred Financial Rights shall be apportioned for income tax purposes between the transferor and transferee in accordance with the number of days in the taxable year of the Company that each was the owner of such Financial Rights.

**8.6 Code Section 704(c).** In accordance with the provisions of Code Section 704(c), income, gain, loss and deductions with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated to the Members so as to take account of any variation between the adjusted basis of such property and the fair market value at the time of contribution.

**8.7 Nonrecourse Deductions.** Notwithstanding anything herein to the contrary, beginning in the first taxable year of the Company in which there are nonrecourse deductions, all nonrecourse deductions and distributions of proceeds attributable to nonrecourse borrowing (as defined in Treasury Regulations Section 1.704-2) shall be allocated in accordance with the Members' Financial Rights or in any other manner that is reasonably consistent with allocations that have substantial economic effect of some other significant Company item attributable to the property securing the nonrecourse liabilities. Items attributable to a particular Member's nonrecourse liability (as defined in Treasury Regulations Section 1.704-2(b)(4)) shall be allocated to the Member that bears the economic risk of loss for the liability.

**8.8 Minimum Gain Chargeback Requirements.** Except as otherwise provided in Treasury Regulations Section 1.704-2(f), if there is a net decrease in Company minimum gain (as determined under Treasury Regulations Section 1.704-2(d)) for the Company's taxable year, each Member must be allocated items of income and gain for that taxable year equal to that Member's share of the net decrease in Company minimum gain. A Member's share of the net decrease in Company minimum gain is the amount of the total net decrease multiplied by the Member's percentage share of Company minimum gain at the end of the immediately preceding taxable year (as determined in Treasury Regulations Section 1.704-2(g)). A Member is not subject to this minimum gain chargeback requirement to the extent the Member's share of the net decrease in Company minimum gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a recourse liability or a Member nonrecourse liability, and the Member bears the economic risk of loss (within the meaning of Treasury Regulations Section 1.752-2) for the newly guaranteed, refinanced, or otherwise changed liability.

If during a taxable year there is a net decrease in Member nonrecourse debt minimum gain (as determined under Treasury Regulations Section 1.704-2(i)(2)), any Member with a share of that Member nonrecourse debt minimum gain (as determined under Treasury Regulations Section 1.704-2(i)(5)) as of the beginning of that taxable year must be allocated items of income and gain for that taxable year (and, if necessary, for succeeding taxable years) equal to that Member's share of the net decrease in the Member nonrecourse debt minimum gain. A Member's share of the net decrease in Member nonrecourse debt minimum gain is determined in a manner consistent with the provisions of Treasury Regulations Section 1.704-2(g)(2). A Member is not subject to this minimum gain chargeback requirement, however, to the extent the



net decrease in Member nonrecourse debt minimum gain arises because the liability ceases to be Member nonrecourse debt due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a nonrecourse liability. The amount that would otherwise be subject to the member nonrecourse minimum gain chargeback is added to the Member's share of Company minimum gain under Treasury Regulations Section 1.704-2(g)(3).

**8.9 Qualified Income Offset.** Unless otherwise agreed, a Member is not required to fund any deficit in the Member's Capital Account at any time. However, if a Member unexpectedly receives an adjustment, allocation, or distribution described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), and the unexpected adjustment, allocation, or distribution results in a deficit balance in the Capital Account for the Member (or a deficit balance in excess of any limited dollar amount the Member is obligated to restore), the Member will be allocated items of income and gain consisting of a pro rata portion of each item of Company income and gain for such year in an amount and manner sufficient to eliminate the deficit balance or the increase in the deficit balance as quickly as possible. This Section will be interpreted, applied, and if necessary modified to constitute a "qualified income offset" as defined in Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

**8.10 Distributions Subject to Set-Off.** Except as otherwise provided in this Agreement, all distributions are subject to set-off by the Company for any past-due obligation of a Member to the Company.

## ARTICLE IX

### Dissolution, Winding Up, and Termination

**9.1 Dissolution.** Except as otherwise provided herein, the Company shall dissolve, its affairs shall be wound up, and the Company shall terminate only upon the happening of one or more of the following events:

(a) The written consent of at least ninety percent (90%) of Members having Voting Rights;

(b) Any event occurs that makes it unlawful for all or substantially all of the business of the Company to be continued, but any cure of illegality within ninety (90) days after notice to the Company of the event is effective retroactively to the date of the event for purposes of this subsection;

(c) The filing by the Secretary of State of a certificate administratively dissolving the Company pursuant to the Act, unless the Company is reinstated in accordance with the Act.

**9.2 Waiver of Right to Wind Up.** Notwithstanding anything herein to the contrary, at any time after the dissolution of the Company and before the winding up of its business is completed, the Members having Voting Rights, including a dissociated Member whose dissociation caused the dissolution, or his heirs, legal representatives, personal representatives, successors or permitted assigns, may unanimously waive the right to have the Company's business wound up and the Company terminated. In that case, (a) the Company shall resume carrying on its business as if dissolution had never occurred and any liability incurred by the Company or a Member after the dissolution and before the waiver is determined as if the

dissolution had never occurred, and (b) the rights of a third party accruing under the Act or arising out of conduct in reliance on the dissolution before the third party knew or received a notification of the waiver shall not be adversely affected.

**9.3 Winding Up: Powers and Duties of Liquidator.** Except as otherwise provided herein, following dissolution of the Company, the Manager shall appoint one or more Members or the Manager or an independent third party to serve as liquidator. The liquidator shall have full authority in winding up the Company's affairs. The liquidator shall:

- (a) Deliver notice of the Company's dissolution to all of the Company's known claimants and creditors in the form and manner described in the Act;
- (b) Publish notice of the Company's dissolution as provided in the Act;
- (c) Make final liquidating distributions as provided below, and distribute any Company Property discovered after any such final liquidating distributions in the manner described below; and
- (d) After dissolution and the completion of winding up, file Articles of Termination with the South Carolina Secretary of State to terminate the legal existence of the Company in accordance with the Act.

**9.4 Distribution In Kind.** The Company may distribute assets in kind to satisfy any or all of its obligations. If the Company will distribute assets in kind, the Members shall have thirty (30) days to agree upon the fair market value of such assets. If the Members cannot agree on the fair market value of any asset, the liquidator shall hire an independent appraiser to determine the fair market value of the asset in question. Any property distributed in kind shall be treated in accordance with Sections 721, 736, 737 and 751 of the Code. The liquidator shall adjust the Members' Capital Accounts to reflect any gain or loss which would have been allocated had such property been sold for its fair market value.

**9.6 Final Liquidating Distributions.** After the sale of all Company assets, or the determination of fair market value for distribution in kind of Company assets, the liquidator shall apply the proceeds of the sale or the Company assets as follows:

- (a) Payment or adequate provision for payment shall be made to creditors, including the liquidator if the liquidator is not a Member, for reimbursement for out-of-pocket expenses incurred and reasonable compensation for services rendered in connection with winding up the Company, and to the extent permitted by law, to Members who are creditors in satisfaction of liabilities of the Company;
- (b) If the liquidator is a Member, to the liquidator for reimbursement for out-of-pocket expenses incurred and reasonable compensation for services rendered in connection with winding up the Company;
- (c) The remainder, if any shall be applied in accordance with the Members Financial Rights.

**9.7 Deficit Capital Account Balances.** Any deficit in a Member's Capital Account shall not be an asset of the Company, and no Member or transferee of all or any part of a Membership Share shall be obligated to contribute any amount to the Company in excess of any limited dollar amount the Member or transferee has otherwise agreed to restore.

**9.8 Final and Complete Distribution.** The distributions provided for in this Article

shall constitute a complete return of the Members' Contributions to Capital, and a final and complete distribution to the Members in satisfaction of all of their rights in the Company.

**9.9 Duties During Winding Up.** The duty of loyalty, duty of care and fiduciary duties set forth in this Agreement shall apply to any Person winding up the Company's business.

## **ARTICLE X**

### **Dissociation**

**10.1 Events of Dissociation.** The provisions of the Act relating to dissociation shall not apply to the Company. No Member shall have the power to withdraw from the Company except as provided herein. Only the occurrence of one or more of the following events with respect to a Member shall constitute the Dissociation of such Member:

(a) Withdrawing, retiring or resigning from the Company by giving written notice to the Company; or

(b) If the Member files a voluntary petition for bankruptcy, is adjudicated a bankrupt or has a bankruptcy petition filed against him which is not dismissed within ninety (90) days; or

(c) On application by the Company or another Member, the Member's expulsion by judicial determination under Section 33-44-601(6) of the Act because the Member:

(1) Engaged in wrongful conduct that adversely and materially affected the Company's business; or

(2) Willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or the other Members under Section 33-44-409 of the Act; or

(3) Engaged in conduct relating to the Company's business which makes it not reasonably practicable to carry on the business with the Member; or

(d) Entry of an order by a court of competent jurisdiction adjudicating the Member to be insane, the appointment of a guardian or general conservator for the Member, or a judicial determination that the Member has otherwise become incapable of performing his duties under this Agreement; or

(e) The giving by a Member of notice to the Company that the Member desires to transfer all or any portion of his Membership Share; or

(f) The expulsion of the Member by the Disinterested Members; or

(g) The death of the Member (if said Member is an individual or the LLC that is a Member is single Member or 90% or more owned by an Individual); or

(h) The Disability of the Member (if said Member is an individual or the LLC that is a Member is single Member or 90% or more owned by an Individual) Disability shall mean totally and permanently disabled for a period of twelve (12) months during a fifteen (15) consecutive month period so that a Member is unable to engage in his usual Company duties as determined by a doctor selected and paid by the Company; or

(i) for any non-individual Member, if the Member engages in any sale, merger, share

exchange, partnership, joint venture or other arrangement, including the issuance of new shares of stock or equity interests in the Member or in any Person that Controls the Member, and as a result of said transaction a Person who is not one of the group of Persons in Control of the Member, as of the date such Member became a party to this Agreement, takes Control of the Member; or

(j) For any non-individual Member, the filing of a Certificate of Dissolution, or the equivalent, for a Member that is a corporation, limited liability company, limited partnership, or other entity, or the lapse of ninety (90) days after notice to such Member of revocation of its charter without a reinstatement of its charter.

**10.2 Effect of Member's Dissociation.** Unless otherwise provided in ARTICLE IX, the Dissociation of a Member does not dissolve the Company. A Dissociating Member does not cease to be a Member by reason of his Dissociation. Subject to SECTION 10.4, the right of a Dissociating Member to be compensated for his Membership Share shall be governed exclusively by ARTICLE XI and not the Act. The parties waive any right they may have to assert that the Act or any other provision of law supersedes or modifies the provisions of this Agreement relating to the cessation of a Member's participation in the Company, withdrawal, or Dissociation.

**10.3 Statement of Dissociation.** A Dissociated Member or the Company may file a Statement of Dissociation in accordance with the Act.

**10.4 Wrongful Dissociation.** Notwithstanding anything herein to the contrary, if a Member Dissociates by reason of the occurrence of any of the following events, then such Dissociation shall be a wrongful Dissociation by such Member in contravention of this Agreement:

All Dissociation under SECTION 10.1 except (g) and (h).

The provisions of this Agreement governing the rights of a Dissociating Member shall apply to a Member who wrongfully Dissociates, except that any damages sustained by the Company as a result of the Member's wrongful Dissociation shall be offset against any distributions otherwise payable to the Member, and the purchase price (if any) to be paid to a wrongfully Dissociating Member pursuant to ARTICLE XI shall be reduced by the amount of any out of pocket costs and expenses and damages sustained by the Company and the other Members (or any of the other Members) as a result of the Member's wrongful Dissociation.

## **ARTICLE XI**

### **11.1 Restrictions on Transfer and Buy-Sell Provisions**

(a) Except for Permitted Transfers as set forth in SECTION 11.5, no Member may voluntarily or involuntarily sell, transfer, gift, assign, pledge, mortgage, hypothecate, or otherwise convey or encumber any portion or all of his Membership Share to any Person without the prior written consent of the Members, which consent may be withheld for any or no reason. If such consent is obtained, the provisions of ARTICLE III shall govern the rights of the transferor and transferee. Any attempted conveyance or encumbrance of all or a portion of a Membership Share not expressly permitted herein shall be null, void and without effect.

(b) Notwithstanding anything herein to the contrary, each Member acknowledges that his Membership Share has not been registered under the Securities Act of 1933, as amended

("1933 Act"), in reliance on applicable exemptions. Therefore, the Members hereby agree that Membership Shares in the Company shall be nontransferable, except in compliance with the 1933 Act and applicable state securities laws, and any attempted transfer not in compliance therewith shall be null, void, and without effect. As an additional condition precedent to the transfer of any Membership Share, the Members may require an opinion of counsel satisfactory to the Members that such transfer will be made in compliance with the 1933 Act and applicable state securities laws, and such transferor shall be responsible for paying any attorneys' fees incurred in connection with the opinion. The transferor may be required to indemnify the Company for any damages resulting from failure to comply with said securities laws, if the Members so requires.

### **11.2 Right to Buy.**

**(a) Dissociation.** If a Member or the LLC that is a Member has a single Member or the LLC is 90% or more owned by an Individual, wrongfully Dissociates within the meaning of ARTICLE X (a "Triggering Event") then such Member ("Wrongfully Dissociating Member") is deemed to have offered to the Company all of his Membership Share at the price determined in accordance with SECTION 11.3 and upon the terms contained in SECTION 11.4.

If the Company does not accept said offer within ten (10) days after receiving written notice of the Triggering Event from the Dissociating Member (or his estate or other legal representative, as the case may be) and the determination of the purchase price, then such Member's Membership Share shall be offered in writing, at the same price and upon the same terms, to the other Members (the "Remaining Members") by delivery of written notice to them. The Company and/or the Remaining Members may accept the offer by delivering written notice to the Dissociating Member. If the Company and/or the Remaining Members accept the offer, then all of the Membership Share offered for sale must be purchased by the Company and/or the Remaining Members. In the event more than one offeree accepts the offer, those accepting shall purchase in proportion to their Membership Shares, unless they agree otherwise.

If none of the Remaining Members accept the offer to purchase the Dissociating Member's Membership Share within ten (10) days after receipt of written notice by them, then the Membership Share may be offered for sale to any Person, provided that such Membership Share shall be sold for at least the same price and upon the same terms at which it was offered to the Company and the Remaining Members. The rights of the transferee of such Membership Share shall be determined in accordance with ARTICLE III.

In the event any sale of a Membership Share to a third Person shall not be consummated within sixty (60) days after the expiration of the Remaining Members' Option to purchase, the Membership Share or any portion thereof may not be transferred unless the same shall be offered again to the Company and the Remaining Members in the manner and in accordance with the terms herein provided.

**(b) Death and Disability.** Notwithstanding anything herein to the contrary, upon the death or disability (as herein defined) of a Member, or the LLC that is a Member has a single Member or the LLC is 90% or more owned by an Individual, the Company may purchase, only upon the agreement and consent of, the Member, conservator, estate of the decedent or his successor in interest by operation of law. Upon said agreement and consent the, Company may

buy all of the Member or decedent's Membership Share in the Company now owned or hereafter acquired. The purchase price of such Membership Share shall be computed in accordance with the provisions of SECTION 11.3 and paid in accordance with the provisions of SECTION 11.4. If the Member, conservator, estate or successor in interest does not choose to sell its Membership Share in the Company pursuant to this SECTION 11.2 (b), then the Membership Share shall retain its Financial Rights, but not its Voting Rights, unless those Voting Rights are reinstated by a majority vote of the Members having Voting Rights.

**11.3 Purchase Price.** Unless the Member offering or selling his Membership Share hereunder and the Manager on behalf of the Company agree otherwise, the purchase price shall be determined in accordance with the following: The purchase price of the Membership Share shall be the Appraised Value of the Company (as defined herein) multiplied by the Financial Rights associated with the Membership Share being offered hereunder. The Appraised Value of the Company shall be the Fair Market Value (as defined below) of all Company Property less the Fair Market Value of all Company Liabilities obtained by agreement of two (2) appraisers, one appointed by the seller and one appointed by the Members on behalf of the Company. The seller and Company must appoint their respective appraisers by delivering notice of the identity of their respective appraisers to each other within thirty (30) days after Company receives written notice of the Triggering Event from the Dissociating Member (or his estate or other legal representative, as the case may be). If the two (2) appraisers cannot agree on an Appraised Value of the Company within thirty (30) days after the last of them is appointed, then within five (5) days, they shall appoint a third appraiser. The third appraiser shall determine the Appraised Value of the Company within thirty (30) days after his appointment. The Appraised Value shall be the average of the two (2) appraisals which are closest to each other. Fair Market Value is defined as the cash equivalent price at which property would change hands between a hypothetical willing buyer and a hypothetical willing seller, neither being under a compulsion to buy or sell and both having reasonable knowledge of relevant facts. The hypothetical buyer and seller are assumed to be able, as well as willing, to trade and are assumed to be well-informed about the property and concerning the market for such property. The seller and the Company shall each pay the costs of the appraiser appointed by them, and one-half (1/2) of the cost of the third appraiser. The purchase price as determined herein shall be conclusive and binding on the parties, their personal representatives, legal representatives, heirs, successors and assigns. If any party fails to appoint an appraiser within the time required herein, the purchase price determined by the appraiser appointed by the other party shall be conclusive and binding upon the seller and purchaser(s), their personal representatives, legal representatives, heirs, successors, and assigns.

**11.4 Payment of Purchase Price.** The closing of the purchase shall take place at the principal place of business of the Company within thirty (30) days after the purchase price has been determined and an offer accepted, or at such other date and place as the parties may agree.

Unless the parties mutually agree otherwise, the purchase price shall be paid in a lump sum at the closing.

Further, if a selling Member has personally guaranteed payment of any debt, obligation or liability of the Company, then the purchaser(s) of the Member's Membership Share shall make reasonable efforts to have such Member (or his estate or successor(s)) released from such guarantee.

**11.5 Permitted Transfers.** Notwithstanding anything herein to the contrary, but subject to SECTION 11.1(b), a Member may transfer all or any portion of his Membership Share

without obtaining consent or first offering his Membership Share to the Company and the other Members pursuant to this Article if such transfer is a Permitted Transfer. For purposes of this Agreement, the following transfers are Permitted Transfers:

(a) The transfer of a Member's Membership Share to a Person who is a Member of the Company at the time of the transfer.

(b) Any transfer of all or any portion of a Member's Membership Share to or for the benefit of a member of the Member's Family, as defined by SECTION 1.1 (m) herein, including any estate, trust, guardianship, conservatorship, custodianship or other fiduciary arrangement for the benefit of said Member's Family.

Provided such transferee completes and executes an Admission Agreement with the Company in the form of **EXHIBIT B** attached hereto, the Members hereby consent to the admission of any transferee of a Membership Share pursuant to a Permitted Transfer under this SECTION 11.5 (a) as a full Member in the Company. Transferees under SECTION 11.5 (b) shall acquire that Member's Membership Share's Financial Rights, but not its Voting Rights, unless those Voting Rights are reinstated by a majority vote Members having Voting Rights.

#### **11.6 Special Buy-Out Provision.**

Notwithstanding anything else contained herein, at any time a Member with more than 20% Voting Rights (the "Offeror") may deliver notice to the other Member (the "Offeree") of its offer to purchase the Membership Share of the Offeree for a stated cash price. Thereafter, the Offeree shall have the option of either (i) selling its Member Interest to Offeror on the terms stated in the notice, or (ii) purchasing the Membership Share of Offeror at the same price per percentage point contained in the Offeror's Membership Share and other such terms offered by the Offeror, and Offeree shall notify Offeror of its election within thirty (30) days of the date of receipt of Offeror's notice. Thereafter, but subject to the provisions below, the transfer of the Membership Share of Offeror or Offeree (as the case may be) shall be consummated within ninety (90) days of the notification of Offeror of Offeree's election.

### **ARTICLE XII**

#### **Miscellaneous Provisions**

##### **12.1 Members' Rights To Receive Information.**

(a) The Company shall provide Members and their agents and attorneys access to its records, if any, at the Company's principal office. The Company shall provide former Members and their agents and attorneys access for proper purposes to records pertaining to the period during which they were Members. The right of access provides the opportunity to inspect and copy records during ordinary business hours. Any Member shall have the right to hire an independent Certified Public Accountant to perform an Audit of the Company, to ensure that the reported results of the Company are correct. The Company may impose a reasonable charge, limited to the costs of labor and material, for copies of records furnished.

(b) The Company shall furnish to a Member, and to the legal representative of a deceased Member or Member under legal disability:

(1) Without demand, information concerning the Company's business or affairs reasonably required for the proper exercise of the Member's rights and performance of the Member's duties under this Agreement and the Act; and

(2) On demand, other information concerning the Company's business or affairs, except to the extent the demand or the information is unreasonable or otherwise improper under the circumstances.

(c) A Member has the right upon written demand given to the Company to obtain at the Company's expense a copy of this Agreement.

**12.2 Notices.** All notices, consents, requests, demands, offers, reports or other communications required or permitted hereunder shall be in writing and hand delivered or sent by certified or registered mail, postage prepaid, and return receipt requested, to the Manager and the Company at the Company's principal place of business and to a Member at the address on **EXHIBIT A** attached hereto, or to such other address as may hereafter be designated by the giving of notice in accordance with this Section. All notices, consents or other communications shall be deemed given when actually hand delivered, or upon the date of mailing in accordance with this Section.

**12.3 Time of Essence.** Time is of the essence of this Agreement.

**12.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina regardless of the residence or domicile, now or in the future, of any party hereto and notwithstanding any conflicts of laws.

**12.5 Consent to Jurisdiction.** Except as otherwise required by law, the parties to this Agreement hereby agree that the courts of the State of South Carolina shall have sole and exclusive jurisdiction over any matter arising from the interpretation, purpose, effect, or operation of this Agreement, and with regard to all matters associated with operation of the Company's business. Except as otherwise required by law, the parties consent to venue in Charleston County, South Carolina, and waive any rights they may have to assert jurisdiction or venue in any other court, administrative forum, or other adjudicative body.

**12.6 Waiver.** No waiver of any breach of any covenant, agreement or undertaking contained herein shall operate as a waiver of any subsequent breach of the same covenant, agreement or undertaking or as a waiver of any breach of any other covenant, agreement or undertaking. In the case of a breach by any party of any covenant, agreement or undertaking, the nonbreaching party may nevertheless accept from the other, any payment or performance without waiving its right to exercise any right or remedy provided herein or otherwise, with respect to any such breach which was in existence at the time such payment or performance was accepted by it. No failure of any party to exercise any power given herein or to insist upon strict compliance with any covenant, agreement or undertaking contained herein, or to object to any custom or practice which varies from the terms hereof, shall constitute a waiver of such party's right to demand exact compliance with the terms of this Agreement. The waiver by any party of a breach of any covenant, agreement or undertaking contained herein shall be made only by a written waiver in each case, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach.

**12.7 Severability.** If any provision of this Agreement shall, to any extent, be held invalid, illegal or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality and enforceability of the other provisions hereof, shall not be affected thereby and each term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law. If any such invalidity shall be caused by the length of any period of time, the size of any area or the scope of activities set forth



in any provision hereof, such period of time, such area or scope or all, shall be considered to be reduced to a period, area, or scope which would cure such invalidity. Any provision of this Agreement which is held invalid, illegal or unenforceable in any jurisdiction shall not be deemed invalid, illegal or unenforceable in any other jurisdiction.

**12.8 Counterparts.** This Agreement may be executed in more than one counterpart, each such counterpart shall be deemed an original, and all such counterparts shall constitute one and the same agreement. This Agreement shall be effective when executed by all parties, but all parties need not execute the original or the same counterpart.

**12.9 Captions.** The headings, titles and captions of the Articles and Sections of this Agreement are inserted only to facilitate reference. They shall not define, limit, extend or describe the scope or intent of this Agreement or any provision hereof, and they shall not constitute a part hereof or affect the meaning or interpretation of this Agreement or any part hereof.

**12.10 Entire Agreement.** This Agreement embodies the entire understanding and agreement among the parties pertaining to the subject matter hereof, and all prior agreements and understandings of the parties, whether written or oral, are terminated and superseded by this Agreement and shall be deemed merged herein.

**12.11 Remedies Cumulative.** Except as otherwise expressly provided herein, all rights, powers and privileges conferred hereunder upon any party shall be cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given by agreement or now or hereafter existing at law or in equity or by statute.

**12.12 Binding Effect.** This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against all the parties and their respective heirs, legal representatives, personal representatives, successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to or shall confer upon any Person other than the parties, and their respective heirs, legal representatives, personal representatives, successors and permitted assigns, any rights, remedies, obligations or liabilities.

**12.13 Use of Terms.** Use of the terms "herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter", and other equivalent words refer to this Agreement in its entirety and not solely to the particular portion of the Agreement in which such word is used. Reference to "this Article", "this Section", or a similar reference to a specific part of this Agreement shall refer to the particular Article, Section or specific part in which such reference appears. Whenever used herein, any pronoun shall be deemed to include both the singular and plural and all genders.

**12.14 Further Assurances.** Each of the parties will execute, deliver, acknowledge or supply such further documents, instruments and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Agreement, including but not limited to the filing of either a copy of this Agreement or a Memorandum of this Agreement with the applicable government authorities.

**12.15 Equitable Remedies.** The rights and remedies of the Members, Managers and the Company hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. The parties

confirm that damages at law may be an inadequate remedy for a breach or threatened breach of this Agreement and agree that in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction (temporary and/or permanent), without posting bond, or other equitable remedy, but nothing herein contained is limited to, nor shall it limit or affect any right or rights at law or by statute or otherwise of any aggrieved party against any other party for a breach or threatened breach of any provision hereof, it being the intention of this Section to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

**12.16 Exhibits.** The exhibits attached to this Agreement are hereby made a part hereof and incorporated herein by reference. All such exhibits shall read as of the date of this Agreement or, as to any of the exhibits bearing a particular date, as of any other date specified therein.

**12.17 Effective Date.** This Agreement shall become effective upon the later of the execution of this Agreement by all the Members and the filing of Articles of Organization with the South Carolina Secretary of State.

**12.18 Alternative Dispute Resolution.** If a dispute, controversy or claim (whether based upon contract, tort, statute, common law or otherwise) (collectively a "Dispute") arises from or relates directly or indirectly to the subject matter hereof, and if the Dispute cannot be settled through direct discussions, the parties shall first endeavor to resolve the Dispute by participating in a mediation administered by the American Arbitration Association (the "AAA") under its Commercial Mediation Rules before resorting to arbitration. Thereafter, any unresolved Dispute shall be settled by binding arbitration administered by the AAA in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator, after the review rights set forth below have been exhausted, may be entered in any court having jurisdiction. The arbitration proceedings shall be conducted in Charleston, South Carolina on an expedited basis before a neutral arbitrator (or multiple arbitrators if called for by the Commercial Arbitration Rules.) Each arbitrator shall be an attorney with excellent academic and professional credentials, who (i) is a member of the Bar of the State of South Carolina, (ii) has been actively engaged in the practice of law for at least fifteen (15) years, and (iii) specializes in commercial transactions, with substantial experience in the subject matter of this Operating Agreement. Any attorney who serves as an arbitrator shall be compensated at a rate equal to his or her current regular hourly billing rate. Upon the request of either party, the arbitrator's award shall include findings of fact and conclusions of law provided that such findings may be in summary form. Either party may seek review of the arbitrator's award before an arbitration review panel comprised of three (3) arbitrators qualified in the same manner as the initial arbitrator(s) (as set forth above) by submitting a written request to the AAA. The right of review shall be deemed waived unless requested in writing within ten (10) days of the receipt of the initial arbitrator's award. The arbitration review panel shall be entitled to review all findings of fact and conclusions of law in whatever manner it deems appropriate and may modify the award of the initial arbitrator(s) in its discretion. The prevailing party in any arbitration proceeding shall be entitled to an award of all reasonable outofpocket costs and expenses (including attorneys' and arbitrators' fees) related to the entire arbitration proceeding (including review if applicable). Upon request of either party, the arbitrator(s) may require that the subject arbitration proceedings be kept confidential and no party shall disclose or permit the disclosure

of any information produced or disclosed in the arbitration proceedings until the award is final. A party shall not be prevented from seeking temporary injunctive relief before a court of competent jurisdiction in an emergency situation, but responsibility for resolution of the Dispute shall be appropriately transferred to the arbitrator(s) upon appointment in accordance with the provisions hereof.

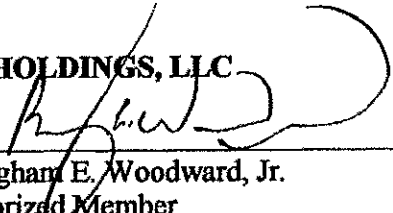
**12.19 Certain Provisions of the Act Superseded.** A Member of the Company shall have no right to dissociate from the Company by express will. Notwithstanding anything contained herein to the contrary, where inconsistent with the Act, the provisions of this Agreement shall govern the relations among the Members and Company to the fullest extent permitted by law. Furthermore, the following provisions of the Act shall not apply in any way to the Company or its Members: §§33-44-404(c); 33-44-601(1) through (5), and 33-44-601(7) through (11); 33-44-602; 33-44-603(1), (2) and (4); 33-44-701; 33-44-702; and 33-44-801(5). To the fullest extent permitted by law, the terms and provisions of § 33-44-701 of the Act shall not apply, including without limitation the obligation of a limited liability company to purchase a Member's interest under the terms and conditions set forth in such section. Because the terms and provisions of § 33-44-701 of the Act shall not apply to the Company or its Members, the Company shall not dissolve, as provided in § 33-44-801(4)(d) of the Act, upon application by a Member for failure to comply with § 33-44-701 of the Act.

**12.20. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

[Signatures to follow on the next page]

**SIGNATURE PAGE TO OPERATING AGREEMENT OF  
761 SOUTH MCKENZIE, LLC**

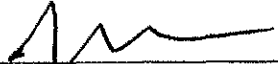
**BEW RE HOLDINGS, LLC**

By:  [SEAL]

Name: Brigham E. Woodward, Jr.  
Title: Authorized Member

Date Executed: 09/15/14

**JCF RE HOLDINGS, LLC**

By:  [SEAL]

Name: John Cooper Fowler II  
Title: Authorized Member

Date Executed: 9/15/14

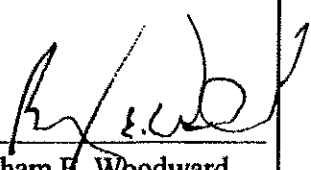
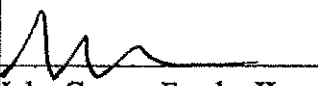
**SERD FD HOLDINGS, LLC**

By: \_\_\_\_\_ [SEAL]

Name: Travis A. Meyer  
Title: Authorized Member

Date Executed: \_\_\_\_\_

**EXHIBIT A****Membership Shares as of the Effective Date**

| Member's Name<br>and Address                                                                            | Member's<br>Signature                                                                                                               | Initial Capital<br>Contribution | Financial<br>Rights | Voting<br>Rights |
|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------|------------------|
| <b>BEW RE HOLDINGS, LLC</b><br>222 W. Coleman Blvd.<br>Mt. Pleasant, SC 29464<br>Fed Tax ID#:27-3119251 | <br>Brigham E. Woodward,<br>Jr., Authorized Member | \$100.00                        | 35%                 | 35%              |
| <b>JCF RE HOLDINGS, LLC</b><br>222 W. Coleman Blvd.<br>Mt. Pleasant, SC 29464<br>Fed Tax ID#:27-3118958 | <br>John Cooper Fowler II,<br>Authorized Member    | \$100.00                        | 35%                 | 35%              |
| <b>SERD, FD HOLDINGS<br/>LLC</b><br><br>Fed Tax ID#:46-5566611                                          | <br><br>Travis A. Meyer,<br>Authorized Member                                                                                       | \$0.00                          | 30%                 | 30%              |

**SIGNATURE PAGE TO OPERATING AGREEMENT OF  
761 SOUTH MCKENZIE, LLC**

**BEW RE HOLDINGS, LLC**

By: \_\_\_\_\_ [SEAL]

Name: Brigham E. Woodward, Jr.

Title: Authorized Member

Date Executed: \_\_\_\_\_

**JCF RE HOLDINGS, LLC**

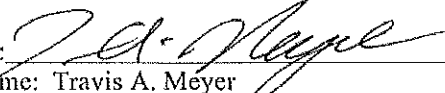
By: \_\_\_\_\_ [SEAL]

Name: John Cooper Fowler II

Title: Authorized Member

Date Executed: \_\_\_\_\_

**SERD FD HOLDINGS, LLC**

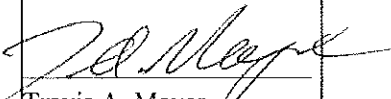
By:  \_\_\_\_\_ [SEAL]

Name: Travis A. Meyer

Title: Authorized Member

Date Executed: 9/16/14

### Membership Shares as of the Effective Date

|                                                                                                  |                                                                                                                             |          |     |     |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------|-----|-----|
| JCF RE HOLDINGS, LLC<br>222 W. Coleman Blvd.<br>Mt. Pleasant, SC 29464<br>Fed Tax ID#:27-3118958 | John Cooper Fowler II,<br>Authorized Member                                                                                 | \$100.00 | 35% | 35% |
| SERD, FD HOLDINGS<br>LLC<br><br>Fed Tax ID#:46-5566611                                           | <br>Travis A. Meyer,<br>Authorized Member | \$0.00   | 30% | 30% |

**EXHIBIT B**  
**ADMISSION AGREEMENT**

THIS ADMISSION AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **761 SOUTH MCKENZIE, LLC**, a South Carolina limited liability company ("Company"), and the Person whose signature appears below ("New Member") in consideration of the admission of the New Member as a Member of the Company, the mutual promises and covenants contained herein, and for other good and valuable consideration.

(1) **Agreement to Be Bound By Operating Agreement.** The New Member acknowledges receipt of a copy of the Operating Agreement as currently amended (the "Operating Agreement"). The New Member hereby agrees to be bound by all the terms and conditions of the Operating Agreement.

(2) **Representations and Warranties.** The New Member represents and warrants to the Company and the other Members in the Company that:

- (a) the New Member has complied with all of the requirements for becoming a Member in the Company set forth in the Operating Agreement and under applicable law, and
- (b) that the address and social security or tax identification number set forth below are true and correct as of the date hereof.

(3) **Securities Laws.** The New Member understands and agrees that Membership Shares in the Company have not been registered under any federal or state securities law as more fully set forth in the Operating Agreement.

(4) **Counterparts.** This Admission Agreement may be executed in multiple counterparts.

(5) **Terms.** All capitalized terms not otherwise defined herein shall have the meanings given them in the Operating Agreement.

This Admission Agreement is executed as of the date first above written.

Witnesses:

**761 SOUTH MCKENZIE, LLC**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

And: \_\_\_\_\_

\_\_\_\_\_

NEW MEMBER:

\_\_\_\_\_

\_\_\_\_\_

Address:

\_\_\_\_\_

Social Security or Tax Identification Number:



**Real Estate Sales Validation Form**

***This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1***

Grantor's Name: \_\_\_\_\_ Grantee's Name: \_\_\_\_\_

Mailing Address \_\_\_\_\_ Mailing Address \_\_\_\_\_

Property Address \_\_\_\_\_ Date of Sale \_\_\_\_\_

\_\_\_\_\_ Total Purchase Price \$ \_\_\_\_\_

\_\_\_\_\_ or Actual Value \$ \_\_\_\_\_

\_\_\_\_\_ or Assessor's Market Value \$ \_\_\_\_\_

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

\_\_\_\_\_ Bill of Sale \_\_\_\_\_ Appraisal

\_\_\_\_\_ Sales Contract \_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

---

**Instructions**

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date \_\_\_\_\_

Print \_\_\_\_\_

\_\_\_\_\_ Unattested \_\_\_\_\_

Sign \_\_\_\_\_

(verified by)

(Grantor/Grantee/Owner/Agent) circle one