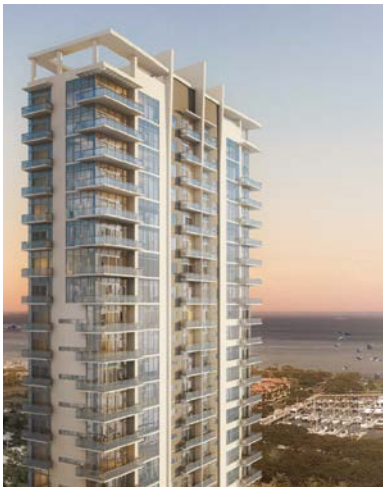
PPM Number_____



96 Class B Units

$4,128,000 Total Gross Proceeds

CONFIDENTIAL OFFERING MEMORANDUM

September 30, 2017

The Driven Ziggy, LLC

4920 Gulfport Blvd. South
Gulfport, FL 33707
Phone: (888) 308-4894

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE REGULATORY AUTHORITY HAS APPROVED OR DISAPPROVED THIS PRIVATE PLACEMENT MEMORANDUM, AND NO SUCH AUTHORITY SHALL PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES ANY SUCH AUTHORITY PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SELLING LITERATURE. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION; HOWEVER, NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE REGULATORY AUTHORITY HAS MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED HEREUNDER ARE EXEMPT FROM REGISTRATION.

SECURITIES WILL BE SOLD ONLY TO ACCREDITED INVESTORS.

CONFIDENTIAL PRIVATE OFFERING MEMORANDUM
FOR ACCREDITED INVESTORS ONLY

THE DRIVEN ZIGGY, LLC

The Driven Ziggy, LLC (the "***Company***"), is offering for purchase up to 96 Class B membership interest units (each a "***Class B Unit***"), at a price of $43,000 per unit on a "best efforts basis" to selected qualified investors (this "***Offering***"). This Offering will remain open until December 31, 2017 (the "***Closing Date***") which may be extended from time to time by the Company. It is currently contemplated that the proceeds of this Offering will be initially held in a non-interest-bearing escrow account for the benefit of the Company until the full offering amount of $4,128,000 has been reached (the "***Full Offering Amount***"). Upon receipt of subscriptions for the Full Offering Amount, subscription proceeds will be released and deposited directly into our operating account, available for immediate use. If the Full Offering Amount is not received by the Closing Date, as it may be extended from time to time, the escrow agent will return deposited proceeds to the subscribing investors.

The Company was formed for the sole purpose of constructing and selling *"The Bezu"*, a 24 unit luxury condominium project in downtown St. Petersburg, FL (the "Project"). The Company will use the proceeds of this Offering to be part of the equity capital for the Project. Other than the Project, the Company does not, and will not, have any assets or operations. See "*Description of Project*" below.

Distributions of profit to holders of the Class B Units will be in accordance with the terms of the Company's operating agreement (the "***Operating Agreement***"). Holders of Class B Units will be entitled to receive a priority preferred return equal to 9% per annum of such holder's capital contributions (the "***Class B Preferred Return***").

The Class B Units may be offered by FINRA registered broker-dealers who enter into selling agreements with us, on a "best efforts" basis (best efforts means that the broker-dealers will not guarantee the sale of any amount of Class B Units.) The Class B Units may also be sold through referral sources, and by the manager of the Company (our "Manager").

The Class B Units have the rights and obligations in the Company's Operating Agreement dated as of September 30, 2017 and attached hereto as Exhibit A (the "***Company Operating Agreement***"). Although we describe certain terms of the Company Operating Agreement in this Memorandum, you should read the Company Operating Agreement carefully prior to making a decision about whether to invest in the Company.

The Class B Units offered herein have limited voting rights and liquidation rights to the assets of the Company and involve a degree of risk. The Class B Units are not secured by any other assets. No investment in the Class B Units should be made by any person not financially able to lose such investor's investment. See "*Risk Factors*."

INVESTMENT IN THE CLASS B UNITS AND THIS OFFERING INVOLVES RISK. THE CLASS B UNITS SOLD HEREIN ARE NOT DIRECTLY SECURED BY REAL ESTATE OR ANY OTHER ASSET. SEE RISK FACTORS COMMENCING ON PAGE 9.

SECURITIES WILL BE SOLD ONLY TO ACCREDITED INVESTORS.

Neither the U.S. Securities and Exchange Commission (the "***SEC***"), nor any state securities commission has approved or disapproved these securities or passed upon the accuracy or adequacy of this Memorandum. Any representation to the contrary is a criminal offense.

These securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act of 1933, as amended (the "***Securities Act***"), and applicable state laws, pursuant to registration or exemption therefrom. Investors should be aware that they may be required to bear the financial risks of this investment for an indefinite period of time.

The Company is offering interests pursuant to Rule 506(c) of Regulation D of the Securities Act, which allows issuers to raise capital through general solicitation or general advertising, provided that: (1) all purchasers of the securities are accredited investors; and (2) the issuer takes reasonable steps to verify that such purchasers are accredited investors.

Private Offering Procedures

Representatives of the Company are available to consult with any potential investor who is a recipient of this Memorandum. Any additional information will be made available to a potential investor only to the extent that the Company's management possesses the information or can obtain it without unreasonable effort or expense.

The Company undertakes to make available to every investor during the course of this Offering and prior to sale, the opportunity to ask questions of, and receive answers from, the Company concerning the terms and conditions of this Offering and to obtain any appropriate additional information necessary to verify the accuracy of the information contained in this Memorandum or for any other purpose relevant to a prospective investment in the Company's Class B Units.

As one of the qualifications of being an accredited investor, an investor should be prepared to provide independent third-party verification that such investor meets the accredited investor status under the Securities Act, has the financial ability to bear the economic risk of the undersigned's investment and has adequate means for providing for the investor's current needs and possible personal and other contingencies without reliance upon funds invested pursuant hereto.

All communications or inquiries relating to this Memorandum should be directed to the following individual:

THE DRIVEN ZIGGY, LLC
4920 Gulfport Blvd. South
Gulfport, FL 33707

Michael Gabor
Phone: (888)308-4894
Mobile: (410)-977-8960

Potential investors who choose not to pursue this investment are asked to immediately return this Memorandum, together with any other materials relating to the Company which the potential investor may have received from the Company or its respective representatives, to the Company at the address above.

PRIVACY NOTICE

Current regulations require issuers of securities (including the Company) to provide their investors with an initial and annual privacy notice describing the issuer's policies regarding the sharing of information about their investors. In connection with this requirement, we are providing this Privacy Notice to each of our investors.

We do not disclose nonpublic personal information about our investors or former investors to any third-party other than as described below.

We collect information about you (such as name, address, social security number, assets and income) from our discussions with you, from documents that you may deliver to us (such as subscription documents) and in the course of providing services to you. In order to maintain your capital accounts and the operations of the Company, we may provide your personal information to our affiliates and to firms that assist us in maintaining your capital accounts that may have a need for such information, such as our financial institutions, attorneys, auditors, accountants, or tax professionals. We do not otherwise provide information about you to outside firms, organizations or individuals except as required or permitted by law.

CONFIDENTIALITY NOTICE

This Memorandum and the materials accompanying this Memorandum contain confidential, proprietary, and nonpublic information, including without limitation, business plans, financial information, and data (collectively, the "***Information***"), regarding the Company, respective affiliates, subsidiaries, and officers. Each recipient hereof agrees by accepting this Memorandum that the Information is of a confidential nature and that such recipient will treat the Information in a strictly confidential manner and that such recipient will not, directly or indirectly, disclose or permit such recipient's affiliates to disclose any Information to any other person or entity, or reproduce the Information, in whole or in part, without the Company's prior written consent. The recipient of this Memorandum further agrees to use the Information solely for the purpose of analyzing the desirability of a purchase of Class B Units and for no other purpose whatsoever. The recipient hereof agrees not to use the Information in any way that is harmful to or competitive with us or our affiliates. The recipient of this Memorandum agrees to return it and the related documentation if the recipient does not purchase Class B Units of the Company in this Offering.

THIS OFFERING IS NOT UNDERWRITTEN. THE OFFERING PRICE HAS BEEN ARBITRARILY SET BY THE MANAGEMENT OF THE COMPANY. THERE CAN BE NO ASSURANCE THAT ANY OF THE SECURITIES WILL BE SOLD.

THE SECURITIES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE *"SECURITIES ACT"*), NOR UNDER THE SECURITIES LAWS OF ANY STATES. THIS OFFERING IS MADE UNDER RULE 506 OF REGULATION D OF THE SECURITIES ACT AND AS PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT, AS WELL AS OTHER EXEMPTIONS FROM REGISTRATION REQUIREMENTS, INCLUDING SECTION 4(a)(2) OF THE SECURITIES ACT.

SECURITIES WILL BE SOLD ONLY TO ACCREDITED INVESTORS.

These materials are for the personal use of the Offeree and are not to be transferred or electronically forwarded to any other person.

IMPORTANT SECURITIES LAW NOTICES

THIS OFFERING IS BEING MADE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION FOR AN OFFER AND SALE OF CLASS B UNITS. EACH PURCHASER OF CLASS B UNITS OF OUR COMPANY OFFERED HEREBY, IN MAKING A PURCHASE, WILL BE DEEMED TO HAVE MADE CERTAIN ACKNOWLEDGMENTS, REPRESENTATIONS, AND AGREEMENTS AS SET FORTH HEREIN.

THE PURCHASE OF THE CLASS B UNITS OFFERED HEREBY INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO ARE ABLE TO SUSTAIN A TOTAL LOSS OF THEIR PURCHASE. POTENTIAL INVESTORS SHOULD CAREFULLY CONSIDER THE "RISK FACTORS" CONTAINED HEREIN.

WE HAVE THE UNCONDITIONAL RIGHT TO ACCEPT OR REJECT ANY PURCHASE, IN WHOLE OR IN PART, FOR ANY REASON OR WITHOUT A SPECIFIC REASON, IN OUR SOLE AND ABSOLUTE DISCRETION (EVEN AFTER RECEIPT AND CLEARANCE OF SUCH INVESTOR'S FUNDS).

NO PERSON HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION WITH RESPECT TO OUR CLASS B UNITS, OUR COMPANY, OR OUR AFFILIATES EXCEPT FOR THE INFORMATION CONTAINED HEREIN. RECIPIENTS SHOULD NOT RELY ON ANY MATERIALS OTHER THAN AS SET FORTH HEREIN. THE INFORMATION CONTAINS DESCRIPTIONS AND OTHER MATTERS AS OF THE DATE OF THIS MEMORANDUM. NEITHER WE NOR ANY OTHER PERSON OR ENTITY IS UNDER ANY OBLIGATION TO UPDATE OR OTHERWISE REVISE THE INFORMATION FOLLOWING ITS DISTRIBUTION, AND RECIPIENTS SHOULD NOT EXPECT ANY SUCH UPDATE OR REVISION. RECIPIENTS ARE URGED TO CONDUCT AN INDEPENDENT INVESTIGATION AND EVALUATION OF THE COMPANY BEFORE CHOOSING TO PURCHASE CLASS B UNITS OF THE COMPANY.

THE INFORMATION CONTAINED HEREIN HAS BEEN PROVIDED BY US AND OTHER SOURCES IDENTIFIED HEREIN, BUT THERE CAN BE NO ASSURANCE AS TO

THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. EACH POTENTIAL INVESTOR OF CLASS B UNITS OF THE COMPANY MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTION IN CONNECTION WITH THE SUBSEQUENT OFFER OR SALE OF CLASS B UNITS PURCHASED PURSUANT TO THIS MEMORANDUM. IN MAKING A PURCHASE DECISION, POTENTIAL INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF US AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS OF THE PURCHASE AND THE RISKS INVOLVED. THE CONTENTS OF THIS MEMORANDUM ARE NOT TO BE CONSTRUED AS LEGAL, BUSINESS, OR TAX ADVICE. EACH POTENTIAL INVESTOR SHOULD CONSULT AN ATTORNEY, BUSINESS ADVISOR, AND/OR TAX ADVISOR, AS APPLICABLE, AS TO LEGAL, BUSINESS, OR TAX ADVICE.

THIS MEMORANDUM CONTAINS SUMMARIES BELIEVED TO BE ACCURATE IN ALL MATERIAL RESPECTS AS TO THE TERMS OF CERTAIN DOCUMENTS DESCRIBED HEREIN, BUT REFERENCE IS HEREBY MADE TO THE ACTUAL DOCUMENTS (COPIES OF WHICH WILL BE MADE AVAILABLE TO POTENTIAL INVESTORS UPON REASONABLE REQUEST) FOR COMPLETE INFORMATION WITH RESPECT THERETO, AND ALL SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY SUCH REFERENCE.

THIS OFFERING CAN BE WITHDRAWN AT ANY TIME BEFORE CLOSING AND IS SPECIFICALLY MADE SUBJECT TO THE TERMS DESCRIBED IN THIS MEMORANDUM.

THE CLASS B UNITS OFFERED HEREBY WILL BE SOLD SUBJECT TO THE SUBSCRIPTION AGREEMENT AND OTHER PURCHASE DOCUMENTATION BEING DELIVERED WITH THIS MEMORANDUM, WHICH CONTAIN CERTAIN REPRESENTATIONS, WARRANTIES, TERMS, AND CONDITIONS. EACH INVESTOR SHOULD CAREFULLY REVIEW THE PROVISIONS OF ALL SUCH DOCUMENTATION BEFORE PURCHASING.

THIS MEMORANDUM IS AS OF THE DATE ON THE FIRST PAGE HEREOF. THE DELIVERY OF THIS MEMORANDUM TO A POTENTIAL INVESTOR WILL NOT, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS NOT BEEN ANY CHANGE IN OUR AFFAIRS SINCE THE DATE HEREOF. WE WILL MAKE AVAILABLE TO ANY PROSPECTIVE QUALIFIED INVESTOR THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM US CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING AND THE BUSINESS AND OPERATIONS OF THE COMPANY.

THIS MEMORANDUM IS NOT TO BE REPRODUCED OR RECIRCULATED.

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EXHIBITS

Exhibit A....*Company Operating Agreement*

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THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM (THIS "MEMORANDUM"), HAS BEEN PREPARED BY US TO PROVIDE INFORMATION TO POTENTIAL INVESTORS WITH RESPECT TO OUR OFFERING OF SECURITIES.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Memorandum and the exhibits and documents incorporated by reference hereto include *"forward-looking statements"* within the meaning of the Securities Act. All statements other than statements of historical fact are forward-looking statements. Forward- looking statements are subject to certain risks, trends and uncertainties that could cause actual results to differ materially from those projected. Among those risks, trends and uncertainties are our ability to raise sufficient working capital to carry out the business plans, general economic conditions, state and federal regulatory actions, increased competition, and possible decrease in demand of customers. Although we believe that in making such forward-looking statements, expectations are based upon reasonable assumptions; such statements may be influenced by factors that could cause actual outcomes and results to be materially different from those projected and may be beyond our control. We cannot assure you that the assumptions upon which these statements are based will prove to have been correct.

When used in this Memorandum, the words *"expect," "anticipate," "intend," "plan," "believe," "seek," "estimate"* and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Because these forward-looking statements involve risks and uncertainties, actual results could differ materially from those expressed or implied by these forward-looking statements for a number of important reasons, including those discussed under *"Risk Factors"* and elsewhere in this Memorandum.

You should read these statements carefully because the statements describe our expectations about our future performance, contain projections of our future operating results or our future financial condition, or state other *"forward-looking"* information. Before you invest in the Class B Units, you should be aware that the occurrence of any of the contingent factors described under *"Risk Factors"* could substantially harm the business, results of operations and financial condition. Upon the occurrence of any of these events, you could lose all or part of your investment. We cannot guarantee any future results, levels of activity, performance or achievements. Except as required by law, we undertake no obligation to update any of the forward-looking statements in this Memorandum after the date of this Memorandum.

TERMS OF THE OFFERING

The following statements related to the Class B Units offered hereby are summaries, do not purport to be complete, and are subject to and qualified in their entirety by reference to all of the provisions contained elsewhere in the Company Operating Agreement, this Memorandum or to the other documents referenced in this Memorandum.

Issuer: The Driven Ziggy, LLC is a Florida limited liability company that was organized on December 6, 2016. A copy of the Company's articles of organization is available upon request.

Offering: Up to 96 Class B membership interest units (the "***Class B Units***"). There will be no public offering of the Class B Units. The Company will rely upon an exemption from registration of the offering of the Class B Units under the Securities Act of 1933, as amended (the "***Securities Act***"), provided by Section 4(a)(2) and Regulation D (including Rule 506) thereunder. The availability to the Company of these exemptions will rely, in part, upon the nature of the members, as summarized below at "Investors; Investor Suitability". In addition, the Company's reliance upon these exemptions will result in the Class B Units being subject to significant restrictions on transfer, as described in "Transfer Restrictions; No Withdrawal Rights".

Price of the Class B Units: $43,000 per Class B Unit

Class B Preferred Return: Each holder of Class B Units is entitled to a preferred return in the amount of 9% per annum of such holder's capital account balance (the "***Class B Preferred Return***"). The Class B Preferred Return is cumulative to extent not paid and payable in priority to payment of any Class A Preferred Return (as defined below).

Class A Units: The Company's Class A membership interest units (the "***Class A Units***") are not being offered under this Memorandum. However, the following description of Class A Units is provided to aid potential investors in their understanding of the Company's capital structure and the relative rights and privileges of the Class A Units. The Company is authorized to and has issued a total of 100 Class A Units. The present holders of the Company's Class A Units are the current Manager of the Company and the persons listed in the attachment to the Company Operating Agreement.

Preferred Return. Holders of Class A Units are entitled to a preferred return in the amount of 9% per annum of such holders' capital account balance (the "***Class A Preferred Return***"). The Class A Preferred Return is cumulative to extent not paid and is payable subsequent to payment of all accrued but unpaid Class B Preferred Returns.

Class B Priority Return: As defined in the Company Operating Agreement, Class B Unit holders shall receive a ***"Priority Return"*** equal to, at any time of calculation, an internal rate of return of Twenty Six and One-half Percent (26.5%), computed from the first day of the calendar month that the Class "B" Members made their Capital Account Contribution (Subscription Amount) to the last day of the calendar month of the computation date, based on the series of actual cash flows from and to the Class "B" Unit holders during such period, including, but not limited to, the Class "B" Unit holders' initial Capital Account Contribution, all distributions of Available Cash to the Class "B" unit holders, and Class B Preferred Return.

Type of Security: The Class B Units will entitle an investor to a pro-rata share of the Class B Preferred Return distribution of the Company's Net Income (defined as the Company's gross income less debt service, operating expenses and reasonable reserves as determined in good faith by the Manager of the Company) and to participate in any remaining Net Income of the Company on a pro rata basis, equal to such holder's percentage interest in the Class B Units, after the Preferred Return distributions have been made to all holders of both Class A Units and Class B Units. Distributions of the Company's Net Income will be made at the discretion of the Manager, provided that the Company can pay its debts as they come due in the ordinary course of business and total liabilities do not exceed total assets and subject to any amounts set aside by the Manager for cash reserves. The Manager is presently the majority unit holder. Payment of any Preferred Return to holders of Class A Units is subordinate to the payment of all accrued and unpaid Preferred Return to holders of Class B Units.

Economics of Security: Until each holder of Class B Units has received distributions equal to (i) the full amount of the holders Preferred Return, plus the full amount of the holders initial Capital Account Contribution, and (ii) additional distributions, when added to

	the distributed Preferred Return plus the amount of the distributed Capital Account Contribution, equaling the Priority Return, the holders of Class B Units are to receive their pro-rata share amount of 58% of the Company's Net Income, with the remaining 42% of Net Income being paid to the Class A Unit holders. After such time as the holders of Class B Units have received an amount equaling the Priority Return, the Class B Unit holders will receive 35% of the distributable Net Income and Class A Unit holders will receive 65% of the distributable Net Income.
Liquidation:	If there is a sale or liquidation of the Company, the proceeds from such sale or liquidation will be distributed as follows: first, to the holders of the Class B Units until each holder has received (together with any prior distributions) an amount equal to such holder's initial Capital Account Contribution in the Class B Units plus all accrued and unpaid Class B Preferred Return any remaining proceeds shall be distributed 49% to the holders of the Class B Units pro rata according to their ownership of the Class B Units and 51% to the holders of the Class A Units.
Minimum Investment:	Each investor must subscribe to purchase at least one (1) Class B Units representing a subscription of at least $43,000, although the Company may, in its sole discretion, accept lesser amounts.
Offering Size:	The aggregate offering amount is $4,128,000 for a total of 96 Class B Units. If the Company does not receive and accept subscriptions for all 96 Class B Units, all subscription proceeds will be returned to the subscribers. The Company, in its sole discretion, can accept or reject any initial or subsequent subscription from investors.
Escrow Account:	Subscription proceeds will be initially deposited into an escrow account at a bank under the authority of an escrow agent selected by the Company and will remain in such escrow account until the Company has received subscriptions for all 96 Class B Units. When sufficient subscriptions have been received, the Company will close escrow and transfer the escrowed amounts into one or more Company accounts for use by the Company.
Placement Agent Commissions:	The Company may pay licensed broker dealers a commission in connection with any sales of Class B Units brokered by them.

Management:	Our Company will be managed by Peter J. Francis. Our Manager may appoint officers to carry out the Company's operations. Our Manager may be changed from time to time according to the provisions of Company Operating Agreement, but since the Class A Unit holders control more than a majority of the outstanding equity of the Company, any changes would have to be approved by them.
Investors; Investor Suitability	Class B Units will only be offered and sold to a select group of investors who are "Accredited Investors" as defined in Regulation D under the Securities Act who are knowledgeable and sophisticated investors (the "***Investors***"). In addition, each Investor must, either alone or together with a purchaser representative that is not compensated by or affiliated with us or our management, have such knowledge and experience in financial and business matters that such Investor is capable of evaluating the merits and risks of this investment, and must be able to bear the economic risks of an investment in us. See "*Investor Suitability Standards*" and "*Investor Standards for Accredited Investors*."
Fiscal Year:	Our fiscal year will end on December 31st of each year.
Operating Agreement:	As a condition of purchasing our Class B Units, each investor will be required to join the Company Operating Agreement as a Class B Member. The Company Operating Agreement is attached hereto as Exhibit B and it contains, among other things: (i) prohibition of transfers of Class B Units; (ii) prohibition of withdrawals of capital by any holder of Class B Units; and (iii) how the allocations and distributions of profits and losses are to be made to holders of Class B Units.
Capital Accounts:	The Company will be treated as a partnership for tax purposes and will therefore establish and maintain on its books a Capital Account, for each holder of Class B Units into which each such holder's capital contribution(s) will be credited and in which certain other transactions will be reflected.
Distributions:	Distributions, at the discretion of the Manager, are subject to the receipt of cash from closings on sales of the condominiums, debt service on the construction loan, Company expenses and reserves the Manager deems necessary. The Company will generally make distributions to the holders Class B Units from available Net Income cash proceeds.

All Net Income from the Company will be distributed among all holders of Class A Units and Class B Units participating in the Company as follows:

(i) First, to each holder of Class B Units on a pro-rata basis in an amount equal to such holder's accrued, but unpaid Class B Preferred Return; and

(ii) Second, to each holder of Class A Units on a pro-rata basis in an amount equal to such holder's accrued, but unpaid Class A Preferred Return; and

(iii) Third, until Class B Unit holders have received an amount equal to their Priority Return, 58% of remaining Net Income to holders of Class B Units on a pro-rata basis, and 42% of remaining Net Income to holders of Class A Units on a pro-rata basis; and thereafter

(iv) 35% of remaining Net Income to holders of Class B Units on a pro-rata basis, and 65% of remaining Net Income to holders of Class A Units on a pro-rata basis.

Transaction Fees:

The Manager or its affiliates may receive transaction fees, in connection with the administration of the Company's holdings. Additionally, ***after*** the all Unit holders, both Class A and Class B, have received cumulative distributions equal to the amount of their original Capital Account Contributions plus Preferred Returns, the Company will pay to a service provider, acting for the Company on the behalf of the Unit holders, a servicing fee equal to 1.5% of the amount of all distributions paid to all Unit holders that exceed the total of all Unit holders original Capital Account Contribution, plus the amount of all Unit holders Preferred Return, limited to an excess amount of $7,789,280. Specifically, once all Unit holders have received a total $7,789,280 in excess of their original Capital Account Contribution, plus the amount of the Class B Preferred Return, the 1.5% servicing fee to the service provider will cease. The maximum servicing fee amount would be $116,839.

Transfer Restrictions; No Withdrawal Rights:

The Class B Units are "restricted securities" and, therefore, may be transferred only pursuant to registration or qualification under federal and state securities laws or under an exemption from such registration or qualification requirements and pursuant to the terms and conditions of

Company Operating Agreement.

Holders of our Class B Units are not permitted to withdraw from our Company without the approval of our Manager, which may be granted or denied in its sole discretion.

No Participation in Management; Limited Voting Rights: Our Class B Units are voting membership interest units, in which each member owning Class B Units is entitled to one vote for each Class B Unit owned. However, because Class A holders, including the Manager, will own a majority of the outstanding equity of the Company, holders of Class B Units will not be able to change, control, or participate in the management of the Company or affairs of the business.

Additional Capital Contributions: No Investor will be required to make, or will be subject to assessment for, any additional capital contributions to our Company.

No Registration Rights: We will not grant any registration rights to any purchasers of the Class B Units in this Offering.

No Anti-Dilution Rights: If the Company issues additional units for any reason at any price, holders of our Class B Units will not be entitled to purchase additional equity in the Company or any adjustments in the event the Company issues equity at a lower price than paid for the Class B Units.

Use of Proceeds: After deducting expenses related to this Offering, we intend to use the proceeds of this Offering to provide the necessary funding to provide the additional necessary capital to the Project to meet the equity requirements of the construction lender.

Subscriptions: Our Class B Units can be subscribed for by completing a Subscription Agreement, an Investor Questionnaire, a Bad Actor Questionnaire, and executing a countersignature page to Company Operating Agreement (collectively, the "***Subscription Documents***"). Once the Subscription Documents are submitted to and accepted by us, such Investor will be bound by the terms of each Subscription Document, including Company Operating Agreement.

We reserve the right to accept or reject any subscription in whole or in part. If accepted in part, the rejected portion of the Investor's subscription will be refunded to the Investor (together with any actual accrued interest thereon, if

	any). No offer of our Class B Units will be considered to have been made until a fully completed set of Subscription Documents has been received and approved by our management. Our Manager and any of his affiliates may purchase Class B Units in this Offering.
Risk Factors	This Memorandum contains a list of Risk Factors to be used in evaluating the merits and suitability of an investment in our Class B Units. POTENTIAL INVESTORS ARE URGED TO GIVE CAREFUL CONSIDERATION TO THESE RISK FACTORS IN EVALUATING THE MERITS AND SUITABILITY OF AN INVESTMENT IN THE COMPANY.

RISK FACTORS

An investment in our securities involves substantial risks. The following risk factors, in addition to those discussed elsewhere in this Memorandum, should be carefully considered when evaluating the Company and the business as an investment opportunity.

Risks Related to the Business

It is difficult to assess the likelihood of success for an early stage company, without a long operating history. We were only recently formed. Since our organization we have been engaged in startup and development activities, including negotiating the purchase of certain real property. As such, there is no operating history upon which Investors may base an evaluation of the likely future performance.

Our proceeds will be concentrated toward the acquisition and development of the Project property. The Company will use the proceeds as equity to obtain the additional necessary financing to purchase and develop the Property. See the section entitled "Project Description" below. As a result, the Company will not engage in diversification as other entities that invest in numerous different types of assets. Further, real estate-related purchases tend to be long-term and are generally difficult to liquidate, particularly in a short period of time. Therefore, it may be difficult for the Company to respond quickly to changing conditions or to liquidate its assets quickly. As a result, investment in the Company will not be diversified as other companies, which invest in a wider range of real estate properties and assets.

Financial recession could have an adverse impact on the Company. Residential demand may be greatly impacted by recession or other economic difficulties. We could be met with fewer buyers than anticipated and increased funding requirements. We may experience difficulties

obtaining funding, which could halt our ability to develop and manage the Project. This could adversely impact the Company.

Our Manager may spend the net proceeds of this Offering in ways with which you may not agree. The net proceeds of this Offering are partially allocated for specific uses. However, the management will have broad discretion to spend the net proceeds of this Offering in ways with which Investors may not agree. Management's failure to apply these funds effectively could result in unfavorable returns.

There has been no independent "Due Diligence" review of our affairs or financial condition. The statements contained in this document, or incorporated by reference, are solely those of the management. There has been no independent "Due Diligence" review of our affairs or financial condition, nor has any independent party verified the statements contained in this private placement memorandum. Prospective purchasers are urged to contact us directly for additional information about our operations.

Any legal counsel that may review this memorandum will not be conducting due diligence with respect to this Offering, or any information connected with this Offering. Consequently, Investors should conduct their own due diligence of the Company.

We are dependent upon our Manager, and if our Manager is not successful in meeting our business objectives or otherwise resign, then your investment will not be profitable and may be completely lost. The ability of our Manager to successfully manage the Company's affairs currently depends on the efforts of the Manager. In addition, the Company will be relying extensively on the experience, relationships and expertise of our Manager and other professionals. If our Manager should die, become disabled or otherwise cease to participate in the business, then the Company's ability to complete our development, and sell the condo units could be severely impaired. Although the Manager will devote such portion of his time and attention as he believes is necessary to conduct the business and affairs of the Company, he is also involved in other business and investment activities. There can be no assurance that he will be able to carry on his current duties throughout the term of the Company.

Our Manager will set his own compensation and the compensation of any employees based on his determination of performance and certain other factors. The amount of base salary, commissions, bonus and other compensation and benefits to our Manager and any employees is not necessarily fixed, but may be determined by our Manager, taking into account the performance of the Company, the performance of such persons, and compensation of similarly situated managers, executives and employees. There can be no assurance that our Manager will set its own compensation in a reasonable manner or in a manner acceptable to all Investors.

Any indemnification of our Manager or others by the Company will decrease the amount available for distribution to members. Pursuant to our Operating Agreement, we may be required to indemnify our Manager, or others from any action, claim or liability arising from any act or omission made in good faith and in performance of its duties under the Operating Agreement. Such indemnification may reduce the amount of funds the Company may have available to distribute to members.

The Company has disclaimed fiduciary obligations for the Manager. The Company Operating Agreement eliminates, to the fullest extent permitted by law, fiduciary obligations of the Manager. This means that if the Manager acts in a way that would breach a fiduciary duty to the Company or to the equity holders of the Company, the equity holders may not be able to make a claim against the Manager for his actions.

We are dependent on our contractors and if they are not successful in meeting our business objectives or otherwise fail to perform, then your investment may not be profitable and may be completely lost. The Manager, may enter into contracts and selling agreements with affiliated or unaffiliated companies to manage the operations of the project and oversee all of management of the Project (the "***Contractors***"). The Contractors, being entities, could change managers, directors or officers, who act on behalf of such entity. The loss of the services of either the Contractors, or any of the directors or officers of such entity could have a material adverse effect on the Company's ability to successfully achieve our business objectives.

Risks of Real Estate Investments

General Real Estate Considerations. Real property investments are subject to varying degrees of risk. These risks include changes in general or local economic conditions, market activity, interest rates, availability of mortgage capital, real estate taxes and other operating expenses, environmental changes, acts of God (which may result in uninsured losses), local employment conditions, domestic and foreign competition, and other factors, which are beyond the control of the Company and its Manager. Real estate values are affected by a number of factors, including: (i) changes in the general economic climate; (ii) local conditions (such as an oversupply of properties or a reduction in demand for property); (iii) attractiveness and location of the properties; (iv) financial condition of buyers and sellers of properties; (v) quality of maintenance, insurance and management services; and (vi) changes in operating costs. Real estate values also are affected by such factors as government regulations (including those governing usage, improvements zoning and taxes), interest rate levels, and the availability of financing and potential liability under changing environmental and other laws.

Development of our real estate is subject to various risks. The Company intends to use proceeds of this Offering to acquire and develop its real property and will be subject to all of the risks normally associated with development activities. Such risks include, without limitation, risks relating to: (i) the availability and timely receipt of zoning and other regulatory approvals; (ii) the cost and timely completion of the development (including risks beyond the control of the Company, such as the weather, labor conditions, material shortages, and other unexpected and increased costs); (iii) environmental hazards or other unknown environmental issues that may arise during the development process and could stop, hinder, and/or delay further development of the Project; and (iv) the availability of financing on favorable terms. These risks could result in substantial unanticipated delays or expenses and, under certain circumstances, could prevent completion of development and development activities once undertaken, any of which could have adverse effects on the investment and on the amount of funds available for distributions to Investors.

We intend to carry insurance on the Project, however there is no assurance that such insurance will be available or sufficient to cover all losses. The Company intends to maintain insurance coverage for its Project against liability to third parties and property damage as is customary for similar businesses. However, there can be no assurance that insurance will be available or sufficient to cover any such risks. Insurance against certain risks, such as earthquakes, floods, or terrorism may be unavailable, unavailable at a reasonable cost, available in amounts that are less than the full market value or replacement cost of investments or subject to a large deductible. In addition, there can be no assurance that the particular risks which are currently insurable will continue to be insurable at a reasonable cost. If the Company suffers an uninsured loss with respect to the Project, all or a substantial portion of its investment in such property may be lost. In addition, all of the assets of the Company may be at risk in the event of an uninsured liability to third parties.

We will be subject to maintenance costs, which could reduce the amount available for distribution to members. There will be costs associated with the maintenance of the completed Project prior to the condo sale closings. The Company will plan for adequate working capital to maintain the property; however, if circumstances change or if the Company's projections prove inaccurate, the Company may not have sufficient working capital to maintain the property. There can be no assurance that our Manager's decisions with respect to these matters will result in future profitability of our operations.

Our ability to liquidate is subject to various factors and there is no assurance of property appreciation or profits. The sale potential of the Project will be affected by those conditions that affect the value of real estate in general, including the possibility of increased interest rates, declining real estate values, low demand for hospitality real estate, changes in demographics, changes in tax laws affecting real estate owners, competition from other properties located in the area, zoning changes, or unfavorable general or local economic conditions. Although, the Company believes that the Project has sale potential, there can be no assurance that after completion, the condo units will sell during the time period anticipated by the Company, or at any time. Further, no assurance can be given that there will be a ready market for the condo units at the time the Company completes the units for sale. All investments in real property are illiquid.

The Project property may be subject to various regulatory matters and our failure to comply with such regulations could have a material effect on our operations. The real estate for the Project may be subject to numerous federal, state and local laws and regulations concerning environmental and safety matters, zoning, development, utilities, land use, and similar laws and regulations. Although the Company does not anticipate incurring any material costs in compliance with such laws and regulations beyond those regularly incurred, there can be no assurance that future changes in such laws and regulations will not have a material effect on the Company's operations.

The Company may be impacted by energy and materials shortages. There may be shortages or increased costs of fuel, natural gas, electric power, or water or construction materials by suppliers or governmental regulatory bodies in the area where the Project property is located. In the event of such shortages or price increases, the Company's operations may be adversely affected. The Company is unable to predict the extent, if any, to which such shortages or increased prices will occur and the degree to which such events may influence the Company's ability to meet its objectives.

Risks Related to Needs for Additional Financing

Our Company will need significant additional financing, which it may be unable to obtain. Our capital requirements in connection with developing the Project are significant. We will require additional financing to cover development, construction, marketing, or other operational expenses. There can be no assurance that financing will be available in amounts or on terms acceptable to us, if at all.

There can be no assurance that we will be able to obtain adequate financing to sustain our operations. The proceeds of the Offering, as defined herein, are anticipated to be sufficient to provide the funds necessary to secure additional debt financing to purchase and develop the Project property. However, there is no assurance that we will be able to raise the Full Offering Amount or any amount whatsoever. Failure to raise the Full Offering Amount would result in the Company being forced to reconsider the Project and return Investor subscription funds without interest.

We may require additional equity in the future and dilution to you will result. Future capital requirements depend on many factors, including the costs necessary to successfully develop and complete the Project. If additional funding would be required, the Company would need to raise additional funds through debt or equity financings. Any equity or debt financings, if available at all, may be on terms that are not favorable to us. In the case of equity financings, dilution to our holders of Class B Units will result if members holding Class B Units do not purchase additional membership interest units to keep their proportional membership interest and in any case such securities may have rights, preferences and privileges that are senior to those of the Class B Units offered herein. In the case of debt financings, the obligations related to such debt may restrict our operations and encumber our assets and jeopardize our ability to obtain other financings. If adequate capital cannot be obtained, our business, operating results, and financial condition could be adversely affected.

Risk Related to Class B Units

Class B Units are not guaranteed or secured and could become worthless. The Class B Units are not guaranteed, secured or insured by any government agency or by any private party. The amount of earnings is not guaranteed and can vary with market conditions. The return of all or any portion of capital invested in Class B Units is not guaranteed, and the Class B Units could become worthless.

We are not required to sell any portion of our assets to fund a withdrawal. As a result of these and other factors, holders of our Class B Units may not be able to have their capital contributions returned, in whole or in part, or in a timely manner.

The Class B Units lack liquidity and there are restrictions on transfer. The Class B Units have not been registered or qualified under the Securities Act or the securities laws of any other jurisdiction, and the Company neither will be obligated to so register, nor qualify any of the Class B Units to permit the transfer of any Class B Unit without such registration or qualification. Consequently, the Class B Units will not be transferable other than in a transaction that is exempt

or otherwise does not require registration under the Securities Act and upon satisfaction of certain other provisions of the Operating Agreement, as amended.

No market for the Class B Units. There will be no market for the Class B Units prior to the issuance thereof, and it is not expected that a secondary market will develop or, if it does develop, that it will provide the Class B Units thereof with liquidity of investment or will continue for the life of the Class B Units. The Class B Units will not be listed on any securities exchange. As a result, Investors must be prepared to bear the risk of holding the Class B Units for an indefinite period.

Class B Unit holders voting rights are limited. Holders of our Class B Units will hold limited voting power rights of the Company. Although, holders of Class B Units will own collectively up to 49% of the equity of the Company and voting rights equal to such percentage, the Manager and others will own all Class A Units, which will account for a 51% majority of the voting power of the Company. As a result, it is not possible for owners of Class B Units of the Company to make policies, direct investments, or remove the Manager.

The purchase price of our Class B Units has been established arbitrarily and may not reflect the current fair market value thereof. The price of our Class B Units has been established arbitrarily. The price of our Class B Units is not based on net worth, earnings or other traditional criteria of value. No effort has been made to obtain independent advice regarding the valuation of our Company or any potential products to be developed by our Company, implied by the price of our Class B Units. No inference or increase in value should be deemed to have occurred since the time our common membership interest units were issued to our founder. Each prospective purchaser is urged to make an independent evaluation of the fairness of the offering price. No assurance is, or can be, given that our Class B Units can be sold for the purchase price or for any amount.

There are federal income tax consequences to an investment in our Company. We intend to be classified as a partnership for federal income tax purposes, meaning that each member is taxed with respect to such member's distributive share of our taxable income and loss, whether or not any cash is distributed to such member. Consequently, prospective purchasers should not expect any tax benefits from us, but should base their decision to purchase Class B Units solely on the potential economic benefits of the investment. Because the tax aspects of an investment in us are unique to each prospective purchaser and can be complex, prospective purchasers are strongly advised to consult their own tax advisors with specific reference to an investment in us.

Risks Related to Conflicts of Interest

The risk factors below describe material conflicts of interest that may arise in the course of our Manager's management and operation of our business. The list of potential conflicts of interest reflects our knowledge of the existing or potential conflicts of interest as of the date of this private placement memorandum and neither our Manager, nor the Company have formally documented procedures to identify, analyze or monitor any such conflicts of interest although our management is aware of the nature of activities that might result in conflicts of interest and are periodically discussed among management. There can be no assurance that no other conflicts of interest will arise in the future.

Our Manager will face conflicts of interest concerning the allocation of his personal time, which could result in a decreased amount of time spent developing and managing the Company's activities. Our Manager manages our operations, and may engage other business activities. As a result, our Manager may have a conflict of interest in allocating his time and resources between our business and those other activities. Our Manager currently devotes some of his time to activities of the Company. Our Manager has developed other businesses and is involved in additional business opportunities; therefore, we cannot guarantee that our Manager will have as much or sufficient time to devote to Company activities presently and in the future. The Operating Agreement does not specify a minimum amount of time and attention that our Manager is required to devote to the Company.

HISTORICAL OPERATIONS

The Company has no operating financial statements as of the date of this Memorandum. Because the Company has not engaged in operations, no historical operating data is available.

PROJECT DESCRIPTION

The Company was organized for the sole purpose of acquiring the real estate, constructing and selling ***"The Bezu"***, a 24 unit luxury condominium project in downtown St. Petersburg, FL.

The Project

The Bezu is a new luxury condominium complex being constructed in the heart of downtown St. Petersburg, just one block from Beach Drive. The 23 story condo tower will be constructed at 100 4th Avenue North in downtown Saint Petersburg. The unit mix will be as follows:

Number of Units	Unit Sq. Ft.	Units per Floor	Average Base Price	Total Projected Sales
14 - 1 Br/1Ba	1,492	2	$ 771,573	$10,802,020
9 - 2 Br/2Ba	3,320	1	$2,611,744	$23,505,700
1 - Penthouse	5,363	2 Floors	$4,773,070	$ 4,773,070
				$39,080,790

Total costs of the Project, including contingency, are projected at $27,091,845 and the completion and availability for sale closings is projected at 30 months, however, such period is subject to the Manager raising sufficient capital through debt financing, closing on the real estate, the actual development and construction time-line.

Financing

The Company intends to obtain development and construction financing for 68% of the total costs at an interest rate of 5.5%. Disbursement on the construction financing will be contingent on a to be determined percentage of unit pre-sales.

The Company intends to require deposits on the pre-sales of up to 30%, which it believes is reasonable and achievable for the market. Of the deposit amount, 10% is required to be held in escrow until closing, and anything over the 10% is available for use by the Company for construction costs. The Company conservatively estimates that the deposits available for construction use, coupled with the equity capital of the Class A Units and the Class B Units, and the 68% construction loan will adequately cover the Project costs. The capital stack would be as follows:

3.06%	Class A Unit Equity Capital	$ 828,715
15.24%	Class B Unit Equity Capital	$4,128,000
13.70%	Available Deposit Funds	$3,712,675
68.00%	Construction Lender Funds	$18,422,455
100.00%		$27,091,845

While the Company has had discussions with various lenders, the Company, as of the date of this memorandum, has not entered into any financing arrangements with any lenders. There is no guarantee that the Manager will be able to obtain debt financing or that any debt financing obtained will be at favorable terms to the Company.

After payment of all projects costs, debt service, closing costs and sales commissions the projected net return to the Unit holders would be as follows:

	Class A Unit Holders	Class B Unit Holders	
	$5,016,396	$3,888,151	IRR: 26.50%
Less Fee to Service Provider	- 77,449	- 44,390	
	$4,943,947	$3,740,183	Projected Net IRR: 26.27%

Project Status

The Project property is currently zoned by right at DC2 allowing for 70,000 sq. ft of residential construction. The site plan is submitted and in motion for approval. The traffic study has been completed. The soils test is complete and the geotech is being completed by the structural engineer. All of the environmental studies are completed. As of the date of this memorandum, the wind tunnel test is in the process of being completed. The architect is proceeding with foundation plans and the foundation permit is anticipated being issued by early December 2017.

OUR MANAGEMENT

Our Manager

The Company will be managed by Peter J. Francis (the "***Manager***"), who will manage and control our affairs and have responsibility and final authority in almost all matters affecting our business. These duties include dealings with members and holders of our Class B Units accounting, tax and legal matters, communications and filings with regulatory agencies and all other needed management and operational duties. The Manager's business background is summarized below.

Peter J. Francis has over 20 years growing and developing successful companies and software platforms in various industries with a track record of winning. The companies he has founded or acquired a significant stake in continue to support a range of clients from Fortune 1000 companies, top law firms, large corporations, government agencies, and top ten global consulting firms down to everyday consumers. He has worked with or built companies that have a range of clients that bridge multiple industries including banking, finance, pharmaceuticals, manufacturing, construction, energy, telecom, real estate and beverage.

Since October 1999, Mr. Francis has been a real estate investor in various projects in Virginia, Washington D.C. and Charlotte NC.

Since October 2014, Mr. Francis has been a partner in The Veil Brewing Company, responsible for company financial setup, and general financial oversight. The Veil Brewing Company which is currently rated #1 best new brewery in Virginia and #3 globally is a craft brewery located in the Scott's Addition neighborhood of Richmond, Virginia. It focus on hop forward beers, high gravity and barrel aging, lagers, wild ales, and spontaneous fermentation. After acquiring its building and establishing the facilities, the company launched operations in April 2016 and achieved a 20% EBIT by the end of 2016, and is on track to have a 50% EBIT in 2017.

In October 2013, Mr. Francis co-founded Inspired Review, LLC. and continues to be the Managing Partner. Inspired Review, with offices in New York, Washington, D.C. and Florida is a document review service and technology company servicing corporations and law firms.

Since March 2013, Mr. Francis has also been the Managing Partner of Envision Discovery, LLC. Envision Discovery is a leading, full-service E-discovery and litigation support provider for law firms and corporate counsel with offices in Raleigh, NC; Charlotte, NC; Atlanta, GA and Richmond, VA.

In October 2001, Mr. Francis founded Drive, Inc. and was the owner until October 2005. Drive, Inc., a company that does processing, hosting, and producing data for electronic discovery, has since been sold to a private equity group.

From October 2005 to January 2014, Mr. Francis was the Owner of Wave Software, LLC., a provider of early data analysis and litigation project management technology for global law firms, corporate legal departments, computer forensics firms and government entities. He has since sold the company.

The Company has given our Manager beneficial interests in the Company in exchange for cash consideration and providing certain services to the Company. See "***Recent Sales of Unregistered Securities***" section for a listing of the beneficial interests given to Manager of the Company.

Our Manager may fix the compensation for himself and any Company employees. At the current time, the Company does not intend to compensate the Manager for his service as a Manager, or officer of the Company, except as otherwise discussed below.

Reimbursement to the Manager

The Manager is to be reimbursed from the proceeds of the offering for expenses incurred in the establishment of the Company, and the development and marketing of this offering. Those reimbursements are estimated to total $25,500.

Ownership of Securities by Management

Should the Company sell its additional 96 Class B Units, our Manager and other Class A Unit holders will still hold the majority of the voting power, effectively controlling the Company except for those items which require a supermajority vote.

Transactions by the Management

Our Manager may pursue acquisitions of assets and businesses in connection with his existing businesses or a new line of business without first offering such opportunities to us. In addition, our Manager is involved in a variety of business and professional activities outside of managing our operations. These other activities may result in a conflict with respect to the allocation of management resources away from our operations and to other activities.

Limitation of Rights

The Operating Agreement provides that our Manager will not be liable for actions taken by him in good faith in furtherance of our business, and will be entitled to be indemnified by us in such cases. Therefore, our members and holders of our Class B Units may have a more limited right against the Manager, his affiliates and related parties than they would have absent such limitations in the Operating Agreement. In addition, indemnification of the Manager, his affiliates and related parties could deplete our assets possibly resulting in loss by the members and holders of our Class B Units of a portion or all of their investment. Further, removal of the Manager can only occur under specific circumstances as determined in the Operating Agreement. Holders of Class B Units will not be able to vote for, or change, management decisions or personnel.

USE OF PROCEEDS

The Company will use the proceeds of this Offering to:

Land Acquisition and Project Development Costs	$3,635,100
Third Party Transaction Consulting, Structuring & Marketing	$ 159,000
Real Estate Sales Commission	$ 102,000
Broker Placement Fees to Third Party	$ 41,280
Selling Fees to Third Party Registered Broker Dealers	$ 165,120
Reimbursement to Manager for Expenses	$ 25,500
	$4,128,000

DISTRIBUTIONS TO MEMBERS

The only revenues that the Company will have are the net proceeds of the sale of the condo units after the payment of related debt service and closing expenses. Expenses of the Company, if any, may be paid to the Manager as reimbursements for administrative costs, such as accounting, income tax preparation and record keeping.

Distributions to Members

The Company intends to distribute its Net Income, to holders of Units in accordance with the terms set out in the Company Operating Agreement and described elsewhere in this Memorandum. The Manager of the Company have the ultimate discretion as to the timing of distributions. The result is that the ability of a holder of our Class B Units to obtain the return of all or part of their investment is quite limited. For instance, distributions are made only to the extent we have cash available in the judgment of the Management. In addition, the Company is not required to sell any portion of its assets, nor is there a market for its only asset, the Project, to fund a withdrawal. As a result of these and other factors, holders of our Class B Units will likely not be able to withdraw their investment, in whole or in part except through any distributions made by the Company to all unitholders in accordance with the Company Operating Agreement.

LEGAL PROCEEDINGS

We are currently not involved in any legal proceedings.

RECENT SALES OF UNREGISTERED SECURITIES

Since our inception, we issued and sold securities not registered under the Securities Act of 1933, as amended (the "***Securities Act***"), as follows:

In conjunction with our founding, we issued 100% of our Class A Units to Peter J. Francis, our Manager, and others for cash and for certain organizational and administrative services, in reliance upon an exemption from registration pursuant to Sections 4(a)(2) of the Securities Act. We believe that this sale of securities did not involve a public offering.

COMPANY OPERATING AGREEMENT

The following provisions and other references to the Company Operating Agreement in this Memorandum are qualified in their entirety by reference to the Company Operating Agreement. This Memorandum does not purport to be a complete description of, and is qualified in its entirety by, the Company Operating Agreement. Potential investors should read

Company Operating Agreement carefully in its entirety before deciding whether to purchase the Class B Units. As a condition to admission to the Company as a member, subscribers will be required to execute a counterpart of the Company Operating Agreement. Capitalized terms used in this part of this Memorandum and not otherwise defined have the meaning ascribed to such terms in Company Operating Agreement. References to Company Operating Agreement in this Memorandum may conflict or not correspond with the most recent Operating Agreement because Company Operating Agreement may be amended subsequent to the date of this Memorandum.

General

Investments tendered to the escrow agent by Investors not accepted by our Manager will be immediately returned to the potential investor after the decision not to accept has occurred. ***The only revenues that the Company receives will be from the sale of the 24 condo units.*** These revenues will be allocated to debt service, operating expenses, and distributions to holders of our Units, per the Company Operating Agreement, on a pro rata basis to each holder of each Class of membership Units..

Distributions and Return of Capital to Investors

Holders of our Class B Units are entitled to allocations and distributions on a pro-rata basis based on the terms of the Company's Operating Agreement and at the sole discretion of the Manager. Our Manager intends to make distributions from the Net Income of the Company.

Distributions from Operations

The cash flow of the Company available for distributions will be derived solely from the sales of the condominium units, less debt service and expenses. Distributions, at the discretion of the Manager, are subject to the receipt of cash from closings on sales of the condominiums, debt service on the construction loan, Company expenses and reserves the Manager deems necessary.

The Company will generally make distributions to the holders Class B Units from available Net Income cash proceeds.

All Net Income from the Company will be distributed among all holders of Class A Units and Class B Units participating in the Company as follows:

(i) First, to each holder of Class B Units on a pro-rata basis in an amount equal to such holder's accrued, but unpaid Class B Preferred Return; and

(ii) Second, to each holder of Class A Units on a pro-rata basis in an amount equal to such holder's accrued, but unpaid Class A Preferred Return; and

(iii) Third, until Class B Unit holders have received an amount equal to their Priority Return, 58% of remaining Net Income to holders of Class B Units on a pro-rata basis, and 42% of remaining Net Income to holders of Class A Units on a pro-rata basis; and thereafter

(iv) 35% of remaining Net Income to holders of Class B Units on a pro-rata basis, and 65% of remaining Net Income to holders of Class A Units on a pro-rata basis.

Distributions Upon Liquidation

If there is a sale or liquidation of the Company, the proceeds from such sale or liquidation will be distributed as follows: first, to the holders of the Class B Units until each holder has received (together with any prior distributions) an amount equal to such holder's initial Capital Account Contribution in the Class B Units plus all accrued and unpaid Class B Preferred Return and any remaining proceeds shall be distributed 49% to the holders of the Class B Units pro rata according to their ownership of the Class B Units and 51% to the holders of the Class A Units.

The Class B Units have the rights and obligations in the Company Operating Agreement. Although we describe certain terms of the Company Operating Agreement in this Memorandum, you should read the Company Operating Agreement carefully prior to making a decision about whether to invest in the Company.

"***Unrecovered Capital***" means the amount initially invested with the Company for purchase of the Class B Units, less all amounts previously returned from all distributions, or liquidation proceeds. Per the Company Operating Agreement, the Manager has authority to alter the amount of any such distribution in order to conform to certain federal income tax regulatory provisions. Although, the timing and amount of distributions are subject to the Manager's sole discretion, the Manager presently intends to make monthly distributions to the extent possible as set forth above, once the revenues from sales have been received and are available for distribution.

Subscription Documents

Purchases of our Class B Units will be made pursuant to the execution of a Subscription Agreement, Investor Suitability Questionnaire, and Bad Actor Questionnaire, all attached hereto as Exhibit B, which contain, among other things, appropriate representations and warranties by the subscribers and covenants reflecting the provisions set forth herein. Additionally, purchasers of Class B Units will be required to countersign the Company Operating Agreement, agreeing to be bound by its terms and conditions.

Voting Rights

In general, holders of Class B Units, will be entitled to vote in an amount equaling the number of Class B Units in the Company that such member holds, and is entitled to vote, on a noncumulative basis, at all meetings of members.

Individual Class B Unit Holder Action Restricted

Although holders of Class B Units will have the right to vote in any manner, upon execution of a countersignature page to the Operating Agreement, each holder of Class B Units will waive their rights to participate in the operations, business or management of the Company. Therefore, they will not be able to control the operation and management of the Company's assets, or the

obligations of the parties thereto; nor will any holder be under any liability to any third party by reason of any action taken by the Company. Similarly, holders will not have the ability to remove the Manager of our Company, even if they fail to provide their required services.

No Registration Rights

Purchasers of our Class B Units have no right to register, or to require registration of, their purchased Class B Units under the Securities Act, or require us to make available to the public such information as would obviate such registration requirements in certain cases. In the event that the Company undertakes a registration of Class B Units in the future, the existing members will be entitled to piggyback registration rights.

Certain Transfer Restrictions

The transferability of Class B Units to persons not currently holding Class B Units is significantly restricted. A potential investor of our Class B Units, pursuant to Company Operating Agreement, the Subscription Agreement, and applicable law, will not be permitted to transfer or dispose of the Class B Units except as permitted by the Operating Agreement, the Securities Act, and other applicable securities laws, and, in the case of a purportedly exempt sale, such potential investor provides (at its own expense) an opinion of counsel satisfactory to us that such exemption from registration is, in fact, available.

According to Company Operating Agreement, holders of Class B Units Are subject to transfer restrictions. There are certain exceptions to the process, such as should the Class B Units be transferred via death of the holder. No holder of Class B Units has any right to demand approval of a transfer of Class B Units.

In view of the above restrictions and the illiquidity of the investment generally, a potential investor must be willing to bear the economic risk of its investment for an indefinite period of time. Before investing in the Class B Units, each investor should carefully read and discuss the terms and conditions of the Subscription Agreement and the Operating Agreement with his or her legal counsel, tax, and other advisors.

Indemnification of Manager

The Company Operating Agreement provides for indemnification of Manager and certain parties to the fullest extent permitted by the laws of the state of Florida and provides for the advancement of expenses to such Manager. The Company Operating Agreement provides that our Manager, or officers, will be indemnified to the fullest extent permitted by law and as provided therein. The Company Operating Agreement provides that we will indemnify our Manager from any liability incurred by him or her in connection with any proceeding by a third party if the Manager conducted him or herself in good faith, reasonably believed that his or her conduct was in or at least not opposed to our best interest, and, in the case of a criminal proceeding, had no reasonable cause to believe its conduct was unlawful. Such indemnity as to actions by us applies against all liability of the proceeding and is subject to the same good conduct standards of third party claims but is not applicable to liability resulting from the gross negligence or misconduct of such parties unless the court determines that the party is fairly and reasonably

entitled to indemnification. We also have the power to indemnify other parties acting in various capacities.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to members, directors, officers, or persons controlling our operations, the SEC is generally of the opinion that such indemnification is against public policy and is therefore unenforceable.

Amendments

The Company Operating Agreement may also be amended from time to time by our Members holding at least a Super Majority (75%) of the membership interest units of the Company, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Company Operating Agreement or modifying in any manner the rights of the holders of our Class B Units and Class B Units; provided, however, that no such amendment will reduce in any manner the amount of, or delay the timing of, payments which are required to be paid on any Class B Units to current holders of Class B Units in the Company at the effective date of the Amendments.

Promptly after the execution of any such amendment, the Company will furnish a statement describing the amendment to each member of the Company, including members holding Class B Units. The Company may, but is not obligated to, enter into any amendment pursuant to the Company Operating Agreement that affects its rights, duties and immunities under the Company Operating Agreement or otherwise.

CERTAIN FEDERAL INCOME TAX CONSIDERATIONS

Introduction

The following is a general summary of certain significant aspects of the U.S. federal income taxation of the Company and its members which should be considered by a potential member of the Company. A complete discussion of all tax aspects of an investment in the Company is beyond the scope of this Memorandum, and the tax considerations relevant to a specific member depend upon its particular circumstances. The following summary is only intended to identify and discuss certain salient issues. This summary is not individual tax or accounting advice. You should consult your accountant and financial advisor regarding the advisability and tax consequences of an investment in the Company. This summary is based upon relevant provisions of the Internal Revenue Code of 1986, as amended (the "***Code***"), the Federal Income Tax Regulations promulgated thereunder (the "***Regulations***"), and administrative and judicial interpretations thereof as of the date hereof, all of which are subject to change (potentially on a retroactive basis). No assurance can be given that changes in existing laws or regulations or their interpretation will not occur after the date of this Memorandum or that any such future guidance or interpretation will not be applied retroactively, and this summary does not discuss the impact of various proposals to amend the Code or the Regulations which could change certain of the tax consequences of an investment in the Company. No tax rulings have been or are anticipated to be requested from the Internal Revenue Service (the "***IRS***"), or other taxing authorities with respect to any of the tax matters discussed herein.

Except as specifically noted, the following general discussion assumes that each member is an individual who is a U.S. citizen or resident individual or a U.S. domestic corporation that is not tax-exempt and that each member holds its Interest in the Company as a capital asset and is the initial holder of such Interest. Except as specifically indicated, the following discussion does not deal with the consequences of the ownership of an interest in the Company by special classes of holders, such as dealers in securities, life insurance companies or foreign members.

THE FOLLOWING SUMMARY IS NOT INTENDED AS A SUBSTITUTE FOR CAREFUL TAX PLANNING. THE TAX MATTERS RELATING TO THE COMPANY ARE COMPLEX AND ARE SUBJECT TO VARYING INTERPRETATIONS. MOREOVER, THE PRESENT U.S. FEDERAL INCOME TAX TREATMENT OF AN INVESTMENT IN THE COMPANY MAY BE MODIFIED BY LEGISLATIVE, JUDICIAL OR ADMINISTRATIVE ACTION AT ANY TIME AND ANY SUCH ACTION MAY AFFECT INVESTMENTS PREVIOUSLY MADE, AND IN SOME CASES SUCH MODIFICATIONS MAY APPLY WITH RETROACTIVE EFFECT. THE RULES DEALING WITH U.S. FEDERAL INCOME TAXATION ARE CONSTANTLY UNDER REVIEW BY PERSONS INVOLVED IN THE LEGISLATIVE PROCESS AND BY THE IRS, THE U.S. TREASURY DEPARTMENT AND THE COURTS, RESULTING IN REVISIONS OF THE CODE, THE REGULATIONS AND ADMINISTRATIVE AND JUDICIAL INTERPRETATIONS OF ESTABLISHED CONCEPTS AS WELL AS STATUTORY CHANGES. THE EFFECT OF EXISTING U.S. INCOME TAX LAWS AND OF PROPOSED CHANGES IN U.S. INCOME TAX LAWS ON MEMBERS WILL VARY WITH THE PARTICULAR CIRCUMSTANCES OF EACH MEMBER, AND REVISIONS OF SUCH LAWS OR THEIR INTERPRETATION COULD ADVERSELY AFFECT THE U.S. TAX TREATMENT OF THE COMPANY OR A MEMBER. ACCORDINGLY, EACH MEMBER MUST CONSULT WITH AND RELY SOLELY ON ITS PROFESSIONAL TAX ADVISORS WITH RESPECT TO THE TAX RESULTS OF ITS INVESTMENT IN THE COMPANY. IN NO EVENT WILL THE MANAGER, HIS AFFILIATES, COUNSEL OR OTHER PROFESSIONAL ADVISORS BE LIABLE TO ANY MEMBER FOR ANY FEDERAL, STATE, LOCAL OR OTHER TAX CONSEQUENCES OF AN INVESTMENT IN THE COMPANY, WHETHER OR NOT SUCH CONSEQUENCES ARE AS DESCRIBED BELOW.

NOTICE PURSUANT TO IRS CIRCULAR 230

THE DISCUSSION HEREIN IS NOT INTENDED OR WRITTEN BY THE COMPANY OR ITS COUNSEL TO BE USED, AND CANNOT BE USED, BY ANY PERSON FOR THE PURPOSE OF AVOIDING TAX PENALTIES THAT MAY BE IMPOSED UNDER U.S. TAX LAWS. THIS DISCUSSION IS PROVIDED TO SUPPORT AN OFFERING OF UNITS IN THE COMPANY, AND ACCORDINGLY IS WRITTEN IN SUPPORT OF THE PROMOTION OR MARKETING OF THE UNITS IN THE COMPANY. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR CONCERNING THE POTENTIAL TAX CONSEQUENCES OF AN INVESTMENT IN THE COMPANY.

Classification of the Company

Under the provisions of the Code and the Regulations, as in effect on the date of this Memorandum, so long as the Company complies with the Operating Agreement, the Company should be classified for U.S. federal income tax purposes as a partnership and not as an association taxable as a corporation.

The Company has not sought and will not seek a ruling from the IRS with respect to its status as a partnership for U.S. federal income tax purposes. If the Company should be classified as an association taxable as a corporation, the taxable income of the Company would be subject to U.S. corporate income tax when recognized by the Company; distributions from the Company to the members, other than in certain redemptions of Units, would be treated as dividend income when received by the members to the extent of the current or accumulated earnings and profits of the Company; and members would not be entitled to report profits or losses realized by the Company.

Certain partnerships may be taxable as corporations for U.S. federal income tax purposes under the publicly traded partnership rules set forth in the Code and the Regulations, and the Company will not qualify for one of the safe harbors from treatment as a publicly traded partnership under the Regulations if the Company has more than 100 members. However, the Company expects that under the general facts and circumstances test set forth in the Regulations, the Units will not be treated as readily tradable on a secondary market (or the substantial equivalent thereof) and therefore, the Company will not be treated as a publicly traded partnership under the Regulations. It is assumed in the following discussion of tax considerations that the Company will be taxed as a partnership for U.S. federal income tax purposes and not as a publicly traded partnership or otherwise as an association taxable as a corporation.

Taxation of the Members on Profits and Losses of the Company

As a partnership, the Company is not itself subject to U.S. federal income tax but will file an annual partnership information return with the IRS. Each member is required to report separately on its income U.S. federal income tax return (for its taxable year ending with or within which the taxable year of the Company ends), its distributive share of the Company's net long-term capital gain or loss, net short-term capital gain or loss, (including unrealized gain from any positions that are marked-to-market for U.S. federal income tax purposes), net ordinary income, losses, deductions and credits. The Company may utilize a variety of investment and trading strategies which produce both short-term and long-term capital gains (or losses), as well as ordinary income (or loss). The Company will send annually to each member a form showing its distributive share of the Company items of income, gain, loss, deduction or credit.

Each member will be subject to tax, and liable for such tax, on its distributive share of the Company's taxable income regardless of whether the member has received or will receive any distribution from the Company. Thus, in any particular year, a member's distributive share of taxable income from the Company (and, possibly, the taxes imposed on that income) could exceed the amount of cash, if any, such member received or is entitled to withdraw from the Company.

Cash distributions and withdrawals, to the extent they do not exceed a member's basis in

its interest in the Company, should not result in taxable gain to that member, but should instead reduce such member's tax basis in the Units by the amount distributed or withdrawn. Cash distributed to a member in excess of the basis of its Units is generally taxable either as capital gain or ordinary income, depending on the circumstances. A distribution of property, other than a distribution of cash or marketable securities, generally will not result in taxable income or loss to the member to whom it is distributed until such time that the property is sold. In addition, certain of the investments held by the Company may give rise to taxable dividends or interest, even if there has been no corresponding cash distribution by the Company, by reason of imputed "discount" or "pay-in-kind" features, in certain cases where an adjustment is made to the conversion price of a convertible security held by the Company, and possibly by reason of not paying accrued dividends currently. Accordingly, a member's tax liability related to the Company could exceed amounts distributed by the Company to such member in a particular year.

Allocation of Company Profits and Losses

Under Section 704 of the Code, a member's distributive share of any Company item of income, gain, loss, deduction or credit is governed by the Operating Agreement unless the allocation provided by the Operating Agreement does not have "substantial economic effect." The Regulations promulgated under Section 704(b) of the Code provide certain "safe harbors" with respect to allocations which, under the Regulations, will be deemed to have substantial economic effect. The validity of an allocation which does not satisfy any of the "safe harbors" of these Regulations is determined by taking into account all facts and circumstances relating to the economic arrangements among the members. While no assurance can be given, the allocations provided by the Operating Agreement should have substantial economic effect and should be sustained under the facts and circumstances test. However, if it were determined by the IRS or otherwise that the allocations provided in the Operating Agreement with respect to a particular item do not have substantial economic effect, each member's distributive share of that item would be re-determined for U.S. federal income tax purposes in accordance with that member's interest in the Company, taking into account all facts and circumstances. The Manager is authorized under the Company Agreement to adjust certain distributions under certain circumstances, including where such adjustments help achieve substantial economic effect.

Limitations on Losses and Deductions

The Code and Regulations provide certain limitations on a member's ability to deduct its share of Company losses and deductions. Certain of these limitations, such as the "passive activity loss" rules, likely will not be applicable to the Company's operations. To the extent that the Company has interest expense, a non-corporate member will likely be subject to the "investment interest expense" limitations of Section 163(d) of the Code. Investment interest expense is interest paid or accrued on indebtedness incurred or continued to purchase or carry property held for investment. The deduction for investment interest expense is limited to net investment income (i.e., the excess of investment income over investment expenses). Excess investment interest expense that is disallowed is not lost permanently but may be carried forward to succeeding years subject to the Section 163(d) limitation. Net capital gain (i.e., net long-term capital gain over net short-term capital loss) on property held for investment and qualified dividends is only included in investment income to the extent the taxpayer elects to subject some or all of such gain to taxation

at ordinary income tax rates. If some or all of the Company's operations do not constitute a trade or business for purposes of Section 163(d) of the Code, then the Section 163(d) limitations will apply at the member level with regard to the Company's interest expense. Whether all or any portion of the Company's operations constitutes a trade or business is a question of fact. The IRS has issued recent guidance stating that interest expense incurred by a limited liability company in which a non-corporate member does not "materially participate," (which will be the case for all members) will be treated as investment interest to the extent such interest is allocable to the Company's trade or business of real estate investing. As the Company's operations may encompass a variety of strategies, the Company cannot predict to what extent its operations will constitute a trade or business. Further, even if the Company's operations constitute a trade or business, the position may possibly be taken that the investment interest expense, while subject to the Section 163(d) limitation, is not an itemized deduction. Moreover, this investment interest expense limitation may also apply to interest paid by a non-corporate member on money borrowed to finance its investment in the Company. Prospective members are advised to consult with their own tax advisors with respect to the application of the investment interest limitation in their particular tax situations.

Section 265(a)(2) of the Code disallows any deduction for interest paid by a taxpayer on indebtedness incurred or continued for the purpose of purchasing or carrying tax-exempt obligations. The IRS has announced that such purpose will be deemed to exist with respect to indebtedness incurred to finance a "portfolio investment," and that a membership interest unit will be regarded as a "portfolio investment." Therefore, if the Company holds tax-exempt obligations, the IRS might take the position that all or part of the interest paid by such member in connection with the purchase of its Units should be viewed as incurred to enable such member to continue carrying tax-exempt obligations, and that such member should not be allowed to deduct all or a portion of such Units.

Under Section 67 of the Code, for non-corporate members who itemize deductions when computing taxable income, expenses of producing income, including investment advisory fees, are to be aggregated with unreimbursed employee business expenses and other expenses of producing income (collectively, the "***Aggregate Investment Expenses***"), and the aggregate amount of such expenses will be deductible only to the extent such amount exceeds 2% of a taxpayer's adjusted gross income. In addition, for taxpayers whose adjusted gross income exceeds a certain threshold amount (the "***AGI Threshold***"), Aggregate Investment Expenses in excess of the 2% threshold, when combined with certain of a taxpayer's other deductions, are subject to a reduction under certain circumstances when equal to the lesser of 3% of the taxpayer's adjusted gross income in excess of the AGI Threshold and 80% of the amount of certain itemized deductions otherwise allowable for the taxable year. Moreover, such Aggregate Investment Expenses are miscellaneous itemized deductions which are not deductible by a non-corporate taxpayer in calculating its U.S. alternative minimum tax liability.

Whether the Company's expenses will be fully deductible depends on whether the Company is treated as being engaged in a trade or business for U.S. federal income tax purposes. The Company could be treated as being engaged entirely in trading, or being engaged entirely in investing, or being engaged as a trader with respect to some of its activities and as an investor with respect to others. To the extent the Company's income is considered to be trade or business

income, deductions allocable to such income should not be included in Aggregate Investment Expenses. Recent IRS guidance suggests that the Company may not be treated as being engaged in a trade or business based on the activities of a lower-tier investment partnership and that expenses paid by the Company allocable to such investment may be included in Aggregate Investment Expenses. Prospective members should consult with their tax advisors regarding deductibility of a member's share of the expenses of the Company.

A member will not be allowed to deduct syndication expenses, including placement fees, paid by such member or the Company. Any such expenses will be included in the member's adjusted tax basis for its Units.

Taxation of Operations

The tax consequences to investors of the Company's investment activities are complex. Potential investors should consult with tax advisers who have substantial expertise with this aspect of the tax law.

Gains from property held for more than one year generally will be eligible for favorable tax treatment. As of the date of this Memorandum, the maximum Federal income tax rate applicable to a non-corporate taxpayer's net capital gain (the excess of net long-term capital gain over net short-term capital loss) recognized on the sale or exchange of capital assets held for more than one year is 20 percent. Capital gains tax rates are subject to change.

Taxable income earned from property not classified as a dividend will generally be taxed at ordinary income tax rates. As of the date of this Memorandum, the maximum Federal income tax rate applicable to a non-corporate taxpayer's net income is 39.6 percent. Ordinary, income tax rates are subject to change.

Tax Elections

The Code generally provides for optional adjustments to the basis of company property upon distributions of company property to a member and transfers of interests (including by reason of death) provided that a partnership election has been made pursuant to Section 754. Under the Operating Agreement, the Manager, in its sole discretion, may cause the Company to make such an election. Any such election, once made, cannot be revoked without the IRS's consent. As a result of the complexity and added expense of the tax accounting required to implement such an election, the Manager presently does not intend to make such election.

Mandatory Basis Adjustments

The Company is generally required to adjust its tax basis in its assets in respect of all members in cases of partnership distributions that result in a "substantial basis reduction" (*i.e.*, in excess of $250,000.00) in respect of the Company's property. The Company is also required to adjust its tax basis in its assets in respect of a transferee, in the case of a sale or exchange of an interest, or a transfer upon death, when there exists a "substantial built-in loss" (*i.e.*, in excess of $250,000.00) in respect of partnership property immediately after the transfer. For this reason, the Company will require: (i) a member who receives a distribution from the Company in connection with a complete withdrawal; (ii) a transferee of a Unit (including a transferee in case of death); and (iii) any other member in appropriate circumstances to provide the Company with information

regarding its adjusted tax basis in its Interest.

Alternative Minimum Tax

The extent, if any, to which the federal alternative minimum tax will be imposed on any member, will depend on the member's overall tax situation for the taxable year. Potential investors should consult with their tax advisers regarding the alternative minimum tax consequences of an investment in the Company.

Tax Rates

The maximum ordinary income tax rate for individuals is 39.6% and, in general, the maximum individual income tax rate for long-term capital gains is currently 20% (unless the taxpayer elects to be taxed at ordinary rates, although in all cases the actual rates may be higher due to the phase out of certain tax deductions, exemptions and credits). In addition, as described below at "Unearned Income Medicare Tax," an additional 3.8% tax may apply to the net investment income of certain individual members. The excess of capital losses over capital gains may be offset against the ordinary income of an individual taxpayer, subject to an annual deduction limitation of $3,000. Dividends received from real estate investment trusts and regulated investment companies are taxed at ordinary income tax rates (with some limited exceptions). The excess of capital losses over capital gains may be offset against the ordinary income of an individual taxpayer, subject to an annual deduction limitation of $3,000. For corporate taxpayers, the maximum income tax rate is 35%. Capital losses of a corporate taxpayer may be offset only against capital gains, but, in general, unused capital losses may be carried back three years (subject to certain limitations) and carried forward five years.

Unearned Income Medicare Tax

Certain net investment income received by an individual having modified adjusted gross income in excess of $200,000 (or $250,000 for married individuals filing jointly) will be subject to a tax of 3.8 percent. Certain income and gain resulting from the Company's investments, when allocated to individual investors, may constitute investment income of the type subject to this tax.

General Rules Applicable to Tax-Exempt Organizations

A tax-exempt organization generally is exempt from Federal income tax on its passive investment income, such as dividends, interest, and capital gains, whether realized by the organization directly or indirectly through a limited liability company in which it is a member. (Tax-exempt organizations which are private foundations currently are subject to a 2 percent tax on their "net investment income.")

The general exemption from tax afforded to tax-exempt organizations does not apply to their "unrelated business taxable income" ("***UBTI***"). A type of UBTI is income or gain derived directly or through a limited liability company from "debt-financed property", which is any income-producing property with respect to which there is "acquisition indebtedness" at any time during the taxable year. Gain from the sale or exchange of, and derived from, debt-financed

property generally is taxable in the proportion in which the property is financed by "acquisition indebtedness." The Operating Agreement allows the Company to incur indebtedness (through the purchase of securities on margin and otherwise). Tax-exempt organizations which are members will be subject to Federal income tax on such portion of their income from the Company that is considered to be UBTI.

There are special considerations which should be taken into account by certain beneficiaries of charitable remainder trusts that invest in the Company. Charitable remainder trusts should consult their own tax advisers concerning the tax consequences of such an investment on their beneficiaries. In particular, a charitable remainder trust will not be exempt from federal income tax under Code Section 664(c) for any year in which it has UBTI. Moreover, the charitable contribution deduction for a trust under Code Section 642(c) may be limited for any year in which the trust has UBTI.

Distributions

A distribution by a partnership or limited liability company to a member generally is not taxable to the member, except to the extent the distribution exceeds the member's adjusted basis of its interest in the Company immediately before the distribution. A member who receives a distribution of property other than cash may recognize gain if such member contributed appreciated property (other than the property being distributed) to the Company within seven years before the distribution. In addition, a member who has contributed appreciated property to a limited liability company may recognize gain if such property is distributed to another member within seven years after the property was contributed. Ordinarily, any such excess will be treated as gain from a sale or exchange of the member's membership interest unit. However, the Company does not generally intend to make distributions of non-cash appreciated property to its member.

Audit of Tax Returns

The IRS is applying greater scrutiny to a proper application of the tax laws to limited liability companies. An audit of the Company's information returns may precipitate an audit of the income tax returns of the members. Any expense involved in an audit of a member's return must be borne by the member. If the IRS successfully asserts an adjustment of any item of income, gain, loss, deduction, or credit reported on a Company information return, corresponding adjustments will be made to the income tax returns of the members. Further, any audit might result in the IRS making adjustments to items of non-Company income or loss. If a tax deficiency is determined, the taxpayer is liable for interest on the deficiency from the due date of the return and possible penalties.

For taxable years beginning after December 31, 2017, the Company members may be liable for U.S. federal income tax on any "imputed understatement" of tax resulting from an adjustment as a result of an IRS audit. The amount of the imputed understatement generally includes increases in allocations of items of income or gains to any member and decreases in allocations of items of deduction, loss, or credit to any member without any offset for any corresponding reductions in allocations of items of income or gain to any investor increases in allocations of items of deduction, loss, or credit to any investor. If the Company is required to pay any U.S. federal income taxes on

any imputed understatement, the amount of such tax liability will be allocated among the member by the Manager. The amount of such liability allocated to a member will be treated as a distribution to the members or will be treated as a loan on behalf of such member, which loan must be repaid by the member with interest. Under certain circumstances, the Company may be eligible to make an election to cause the members to take into account the amount of any imputed understatement, including any interest and penalties. The ability of the Company to make this election is uncertain. If the election is made, the Company would be required to provide members who owned beneficial interests in the Company in the year to which the adjusted allocations relate with a statement setting forth their proportionate shares of the adjustment ("***Adjusted K-1's***"). The members would be required to take the adjustment into account in the taxable year in which the Adjusted K-1's are issued. Other elections or actions may be available to the Manager to reduce or eliminate its liability for tax on any imputed understatement. members agree to cooperate with the Manager in these matters, including filing amended U.S. federal income tax returns if requested by the Manager. The Operating Agreement will appoint the Manager as the partnership representative. The partnership representative has sole authority to act on behalf of the Company in any IRS audit and any subsequent litigation related to any imputed understatement.

Tax Shelter Disclosure

Certain rules require taxpayers to disclose -- on their Federal income tax returns and, under certain circumstances, separately to the Office of Tax Shelter Analysis -- their participation in "reportable transactions" and require "material advisors" to maintain investor lists with respect thereto. These rules apply to a broad range of transactions, including transactions that would not ordinarily be viewed as tax shelters, and to indirect participation in a reportable transaction (such as through a limited liability company taxed as a partnership). For example, a member that is an individual will be required to disclose a tax loss resulting from the sale or exchange of its Interest under Code Section 741 if the loss exceeds $2 million in any single taxable year or $4 million in the taxable year in which the transaction is entered into and the five succeeding taxable years -- those thresholds are $10 and $20 million, respectively, for member s that are C corporations and $50,000.00 in any single taxable year for individuals and trusts, either directly or through a pass-through entity, such as the Company, from foreign currency transactions. Losses are adjusted for any insurance or other compensation received but determined without taking into account offsetting gains or other income or limitations on deductibility. Potential investors are urged to consult with their own tax advisers with respect to the regulations' effect on an investment in the Company.

ALTHOUGH THE COMPANY DOES NOT INTEND TO INVEST IN A LISTED TRANSACTION OR A REPORTABLE TRANSACTION, IT SHOULD BE EMPHASIZED THAT THE COMPANY COULD INVEST IN A TRANSACTION THAT LATER BECOMES A LISTED TRANSACTION, CAUSING THIS EXCISE TAX PROVISION TO APPLY TO THE COMPANY'S INVESTORS. IN ADDITION, "PROHIBITED REPORTABLE TRANSACTIONS" COULD INCLUDE TRANSACTIONS THAT ARE NOT TYPICALLY VIEWED AS TAX SHELTERS OR TAX AVOIDANCE TRANSACTIONS, AND WHILE THE COMPANY DOES NOT INTEND TO INVEST IN SUCH TRANSACTIONS, THERE CAN BE NO ASSURANCE THAT THE COMPANY MIGHT NOT INADVERTENTLY INVEST IN A TRANSACTION THAT IS DETERMINED TO BE A "PROHIBITED REPORTABLE TRANSACTION."

Tax Shelter Reporting Rules

A participant in a "reportable transaction" is required to disclose its participation in such transaction by filing Form 8886 ("***Reportable Transaction Disclosure Statement***"), with its tax return for each taxable year in which the Company participates in a "reportable transaction." In addition, the Manager and other material advisors to the Company may be required to file Form 8264 ("***Application for Registration of a Tax Shelter***"), containing certain information about the reportable transaction and comply with detailed list-maintenance requirements specified in the Code and Regulations. Additionally, each member treated as participating in a reportable transaction of the Company is required to file Form 8886 with its tax return. The Company and any such member, respectively, must also submit a copy of the completed form with the IRS's Office of Tax Shelter Analysis. The Company intends to notify the members that it believes (based on information available to the Company) are required to report a transaction of the Company, and intends to provide such members with any available information needed to complete and submit Form 8886 with respect to the transactions of the Company.

While the Manager does not intend for the Company to engage in a "reportable transaction," the Manager cannot predict whether any of the Company's transactions will subject it, the Company, or any of the members to the aforementioned requirements. However, if the Manager (or any other material advisor) determines that any such transaction causes it or the Company to be subject to the aforementioned requirements, the Manager (or any other material advisor) will, and will cause the Company to, fully comply with such requirements.

POTENTIAL INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISERS ABOUT THEIR OBLIGATION TO REPORT OR DISCLOSE TO THE IRS INFORMATION ABOUT THEIR INVESTMENT IN THE COMPANY AND PARTICIPATION IN THE COMPANY'S ITEMS OF INCOME, GAIN, LOSS OR DEDUCTION WITH RESPECT TO TRANSACTIONS OR INVESTMENTS SUBJECT TO THESE RULES.

In addition, pursuant to these rules, the Company may provide to its advisers identifying information about the members and their participation in the Company and the Company's items of income, gain, loss or deduction from those transactions or investments, and the Company or its advisers may disclose this information to the IRS upon its request.

Other Reporting Rules

A U.S. person (within the meaning of the Code) owning 10% or more (taking into account certain attribution rules, including the attribution to the members of shares owned by the Company) of either the total combined voting power or total value of all classes of the shares of a non-U.S. corporation, will in certain circumstances be required to file an information return with the IRS disclosing certain information. The Company has not committed to provide all of the information needed to complete the return. In addition, a U.S. person (within the meaning of the Code) who transfers cash to a non-U.S. corporation directly, or through a the limited liability company taxed as a partnership such as the Company, may be required to report the transfer to the IRS if: (i) immediately after the transfer, such person holds (directly, indirectly through a the limited liability company taxed as a partnership such as the Company, or by attribution) at least 10% of the total

voting power or total value of such corporation; or (ii) the amount of cash transferred by such person (or any related person, including through a the limited liability company taxed as a partnership such as the Company) to such corporation during the twelve-month period ending on the date of the transfer exceeds $100,000. Investors are urged to consult their own tax advisers concerning this and any other reporting requirement. Further, a U.S. person that holds a direct, and in some circumstances an indirect, financial interest in, or has signature authority over, a "foreign financial account" having an aggregate value in excess of $10,000 at any point during the taxable year is required to file a Report of Foreign Bank and Financial Accounts (an "**FBAR**"), with the IRS. As of the date of this Memorandum, it remains unclear whether a foreign hedge fund constitutes a "foreign financial account" for this purpose. A prospective member of the Company should consult with its own tax advisors with respect to any obligations that may be imposed upon such member under the above-mentioned U.S. reporting rules.

State and Local Taxation

In addition to the Federal income tax considerations summarized above, potential investors should consider potential state and local tax consequences of an investment in Interests. A member's distributive share of the Company's taxable income or loss generally will be required to be included in determining the member's taxable income for state and local tax purposes in the jurisdiction in which it is resident. However, state and local laws may differ from the Federal income tax law with respect to the treatment of specific items of income, gain, loss, and deduction.

SERVICE PROVIDERS

Administrator

The Company has appointed Open Source Capital, LLC (the "***Administrator***"), to serve as its administrator to facilitate and assist the Company in this Offering. The Administrator may provide services relating to transaction structuring, documentation assistance, record keeping and marketing.

In performing its duties, the Administrator is entitled to rely, and generally will rely, on information provided to it by the third parties (including but not limited to the custodian and the Manager) and not responsible for errors contained in such information received. The Administration Agreement is terminable by either party upon 60 days' prior written notice. The Administration Agreement provides that in the absence of non-compliance with the Administration Agreement, gross negligence, willful default, fraud or dishonesty on the part of the Administrator or any of its employees, the Administrator will not be liable to the Company or the members, and is indemnified by the Company against liabilities to third parties in connection with the performance of its services.

The Administrator has no responsibility with respect to investment activities (or the monitoring thereof) of the Manager or the accuracy or adequacy of this Memorandum. For its performance of initial services, the Administrator will receive up to $5,500, and may receive $10,000 to be paid to unrelated third parties for additional review services. Additionally, the Administrator will be paid a monthly administrative services fee of $1,000 during the term of the

Project for record keeping related to the Class B Units. The Administrator, acting as "service provider" for the benefit of the Unit holders may also be paid a fee of up to a total amount of $116,839 by the Company as more fully described in Transaction Fees.

Broker Placement Provider

TYGA, LLC has been engaged by the Company to arrange the placement of the Offering with Broker-Dealers. For this service, TYGA, LLC will be paid $41,280. Tyler Gabor, 100% owner of TYGA, LLC, is the son of Michael Gabor who is a holder of 17.5 Class A Units, representing 17.5% of the total Class A Units and 8.93% of the total Units.

Broker-Dealer

The Company may engaged a broker-dealer registered with the U.S. Securities and Exchange Commission and a member of the Financial Industry Regulatory Authority ("***Broker-Dealer***"), to provide execution and other services relating to the purchase of the Class B Units. In such event, the Broker-Dealer would invoice the Company for Broker-Dealer's execution and other services relating to the transactions contemplated hereby; such fees are generally paid out of the closing of the transaction. Broker-Dealer is not a party to this Offering but shall be a third-party beneficiary of an investor's representations and warranties made, and obligations undertaken, in this Agreement and may enforce the investor's compliance with its terms. A Broker-Dealer will be paid selling commissions by the Company.

Escrow Agent

An escrow agent will be established by the Company for this Offering (the "***Escrow Agent***") and each accepted investor will be notified of the Escrow Agent and provided instructions for the remittance of funds to the Escrow Agent. The Escrow Agent will be responsible for receiving all Subscription Documents and investment funds on behalf of the Company. The Escrow Agent will maintain custody of such funds and only disperse them upon full subscription of the Offering by investors. In the event that full subscription is not obtain by the Closing Date or the Subscription Documents of an Investor are not accepted by the Company, the Escrow Agent will refund such subscription proceeds to the investor(s).

Project Service Providers

Firms providing construction related services to the Company for the Project include, but are not limited to the following:

Voeller Construction, Inc., Palm Harbor, FL. - well recognized contractor with a 25 year history of exceptional projects, including the "Bliss" a 29 unit condo project located in St. Petersburg, FL.

Architectonics Studios, St. Petersburg, FL - architectural and engineering services - 20 years experience.

E. Michael McCarthy, St. Petersburg, FL - structural engineering services

Driggers Engineering Services, Inc., Tampa, FL - geotechnical engineering

Synergy, Inc., St. Petersburg, FL - civil engineering services

Gulf Coast Consulting, Inc., Clearwater, FL - traffic study

Traffic Impact Group, LLC, St. Petersburg, FL - traffic study

INVESTOR STANDARDS FOR ACCREDITED INVESTORS

The Class B Units offered by us are speculative, and an investment in them involves a high degree of risk. See "Risk Factors," ***beginning on page 11 of this Memorandum, for a discussion of some of the risks that you should consider.*** *You must be prepared to bear the economic risk of an investment indefinitely and be able to withstand a total loss of your investment. This Offering is made in reliance on exemptions from the registration requirements of the Securities Act, including Regulation D and Section 4(a)(2) of the Securities Act and state securities laws.*

Class B Units will be sold only to Accredited Investors (as defined below) who are knowledgeable and sophisticated investors (each an "***Investor***"), who submit a Subscription Agreement, Investor Suitability Questionnaire and Bad Actor Questionnaire attached hereto as Exhibit D establishing to the satisfaction of the Company that the individual is an Accredited Investor.

An "***Accredited Investor***," as such term is defined in rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "***Securities Act***"), is any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

Any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934 (the "***Exchange Act***"); any insurance company as defined in Section 2(13) of the Exchange Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of the Investment Company Act of 1940; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 (the "***ERISA Act***"), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of the ERISA Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with

investment decisions made solely by persons that are Accredited Investors;

Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000 (exclusive of positive equity in any primary personal residence; provided, that any incremental debt secured by the primary residence was incurred at least sixty days prior to the date of subscription in this security; provided, further that any debt in excess of the value of any primary personal residence shall be included as a liability to the extent of such excess);

Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

Any entity in which all of the equity owners are Accredited Investors.

The Accredited Investor is acquiring the Class B Units for its own account for investment and not with a view to resale or distribution.

INVESTOR SUITABILITY STANDARDS

Potential Investors should satisfy themselves that an investment in the Company is suitable for them, should examine this Memorandum and the Operating Agreement and should avail themselves of access to such additional information about the Offering, the Company, the Manager, and their experience as they consider necessary to make an informed investment decision.

Depending on their circumstances and investment objectives and assuming the provisions of their governing instruments and the nature of their tax exemptions permit such an investment, tax-exempt entities may find investment in the Company to be a suitable investment. Tax-exempt entities should consult with their legal, financial, and tax advisers regarding potential unrelated business income tax and other issues before investing in the Company.

In addition to the Investor standards described above, each Investor must have funds adequate to meet such Investor's obligations, needs and contingencies, must have no need for liquidity from the investment over the entire term of the Company, and must acquire an interest in the Company for investment only and not with a view to sale or distribution.

Each Investor must have sufficient knowledge and experience in financial and business matters generally and in securities investment in particular to be capable of evaluating the merits and risks of investing in the Company. Because of the inability to sell their Class B Units or demand distributions from the Company and the risks of investment, an investment in the Company would not be suitable for an Investor who does not meet the suitability standards discussed in this Memorandum. Also, each Investor should be prepared to provide third-party verification of its accreditation status.

Investors should be aware that an investment in the Company may create taxable income or tax liabilities when annual profits are allocated to the Investor from time to time during the operating period of the Company. Accordingly, the Company may not be a suitable investment for potential investors who will be subject to and do not desire such consequences.

The Manager reserves the right to reject the Subscription Agreement of any potential Investor for whom it appears to the Manager that ownership of the Class B Units may not be a suitable investment. A potential Investor should not, however, rely on the Manager to determine the suitability of an investment in the Class B Units for such potential Investor.

Reliance on Subscriber Information

Representations and requests for information regarding the satisfaction of Investor suitability standards are included in the Subscription Agreement that each potential Investor must complete. The Class B Units have not been registered under the Securities Act and are being offered in reliance on Section 4(a)(2) thereof, and by Rule 506 of Regulation D as enacted by the Securities and Exchange Commission under the Securities Act hereunder, and in reliance on state securities laws. Accordingly, prior to selling Class B Units to any Investor, the Manager may make inquiries that they consider reasonably necessary to satisfy them that the prerequisites of such exemptions have been met. Each potential Investor will also be required to provide whatever additional evidence is deemed necessary by the Manager to substantiate information or representations contained in such potential investor's Subscription Agreement.

The standards set forth above are only minimum standards. The Manager reserves the right to reject subscriptions for any reason, regardless of whether a potential investor meets the suitability standards. In addition, the Manager reserves the right to waive minimum suitability standards not imposed by law.

The Manager anticipates imposing comparable suitability standards in connection with any resale of the Class B Units that the Manager may permit.

Subscription Agreement and Purchase Procedures

All purchases of our Class B Units must be made by the execution and delivery of our Subscription Agreement, Investor Suitability Questionnaire and Bad Actor Questionnaire. By executing such documents, each potential Investor will represent, among other things, that: (i) it is acquiring the Class B Units being purchased by him or her for his or her own account, and not with a view toward resale or distribution; and (ii) immediately prior to his or her purchase, such potential investor satisfies the eligibility requirements set forth in this Memorandum. Notwithstanding the foregoing representations, the placement agent, if involved, and the Company have the right to revoke the offer made by a potential Investor for any reason including, without limitation, if the potential Investor does not promptly supply all information requested by the placement agent or if we disapprove the sale for any reason.

In addition, since each Investor will be subject to certain restrictions on the sale, transfer, or disposition of its Class B Units as contained in the Subscription Agreement as well as in the Operating Agreement, and a potential Investor must be prepared to bear the economic risk of a purchase of the Class B Units indefinitely. A potential Investor of our Class B Units, pursuant to the Operating Agreement, the Subscription Agreement and applicable laws, will not be permitted to transfer or dispose of the Class B Units except as permitted by the Operating Agreement, the Subscription Agreement, the Securities Act, state securities laws and other applicable securities laws and, in the case of a purportedly exempt sale, such potential Investor provides (at his or her own expense) an opinion of counsel satisfactory to the Company that such exemption from registration is, in fact, available. The documentation conveying the Class B Units will bear a legend relating to such restrictions on transfer.

Offers made by potential Investors are not binding on us until accepted by us. The Company may refuse any offer by giving written notice to the potential Investor by personal delivery or first-class mail. In its sole discretion, the Company may establish a limit on the purchase of Class B Units by a particular potential Investor. To subscribe, Investors must provide the following:

1. One executed copy of the Subscription Agreement;

2. One executed copy of our Investor Suitability Questionnaire;

3. One executed copy of our Bad Actor Questionnaire and

4. A check or wire payable to the Escrow Agent equal to the purchase price of the Class B Units.

Investors desiring to deliver the purchase price for Class B Units in the form of a wire transfer can do so pursuant to the procedures and wiring instructions to be provided upon request.

Subscription proceeds received will be deposited initially into an escrow account at a bank determined by the Company and will remain in such account until the accreditation status of such Investor has been verified and the full offering amount of $17,700,000 has been reached (the "***Full Offering Amount***"). Upon verification that the Investor is an Accredited Investor and that the Full

Offering Amount has been satisfied, all accepted Investor subscription proceeds will be transferred into one or more interest-bearing accounts at a bank to be determined by the Company, and will be retained in such account(s) until used by the Company (the "***Company's Operating Accounts***").

BAD ACTOR EVENT

Rule 506(d) of Regulation D of the Securities Act provides for disqualification of a Rule 506 offering in the event a beneficial owner of 20% or more of any membership interests in the Company are owned by a Member involved in a "disqualifying event" such as in connection with the sale of securities, within the securities industry or with the SEC (a "***Bad Actor Event***"). A potential Investor subject to a Bad Actor Event may be denied admittance to the Company in the Manager's sole discretion. An existing Member must inform the Manager immediately upon being subject to a Bad Actor Event. The Manager may remove such Member from the Company at its sole discretion. As of the date of this Memorandum, no Member of the Company is or was involved in a Bad Actor Event.

ADDITIONAL INFORMATION

Potential Investors may obtain additional information with respect to the offering or our business, to the extent we possess such information or can acquire it without unreasonable effort or expense, as may be necessary to verify the accuracy of the information furnished in this private placement memorandum. Such questions or requests should be directed to The Driven Ziggy, LLC, attention: Michael Gabor, at telephone number (888) 308-4894, or mobile number (410) 977-8960.

Exhibit "A"

FIRST AMENDED AND RESTATED

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

of
The Driven Ziggy, LLC
A Florida limited liability company

This First Amended and Restated Operating Agreement (this "***Agreement***") of The Driven Ziggy, LLC, a Florida limited liability company (the "***Company***"), is among **Peter J. Francis** (the "***Manager***"), and each of the Persons who become signatories to this Agreement set forth on Schedule "A" hereto (collectively, the "***Members***"), and is entered into with effect as of September 30, 2017

RECITALS

Whereas, the Company was formed as a limited liability company pursuant to and in accordance with the Act by the execution and filing of its Articles of Organization with the Secretary of State of the State of Florida, and has been governed by and operated pursuant to the Limited Liability Company Agreement of The Driven Ziggy, LLC dated as of December 30, 2016 (the "Original Operating Agreement"); and

Whereas, the Members desire to amend and restate the Original Operating Agreement in its entirety pursuant to and in accordance with the provisions of this Agreement.

The parties to this Agreement are the Company's initial Members and those additional Persons who are subsequently admitted as Members in accordance with the provisions of this Agreement. The parties intend by this Agreement to define their rights and obligations with respect to the Company's governance and financial affairs and to adopt regulations and procedures for the conduct of the Company's activities. Accordingly, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

ARTICLE 1: DEFINITIONS

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

1.2 Defined Terms.

"***Act***" shall mean the Limited Liability Company Act, as amended, of the State in which the Company is organized.

"***Affiliate***" means, with respect to any Person, (a) any other Person directly or indirectly controlling, controlled by, or under common control with such Person, or (b) any other Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Person, or (c) any officer, director, member, manager, general partner or managing member of such Person, or (d) any other Person which is an officer, director, member, manager, general partner, managing member or holder of 10% or more of the voting interests of any other Person described in clauses (a) through (c) of this definition. The term "control" as used herein (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power (i) to vote ten percent (10%) or more of the outstanding voting securities of such person or entity; (ii) to control the decisions or approvals of such person or entity or (iii) to otherwise direct management or policies of such person or entity by contract or otherwise.

"***Agreement***" means this Agreement, as amended from time to time, including any schedules and exhibits to this Agreement.

"***Assignee***" means any Person who has acquired an economic interest in the Company but is not a Member.

"***Capital Account***" of a Member means the capital account maintained for the Member in accordance with Article 4.

"***Capital Account Balance***" has the meaning described in Section 4.5.

"***Class "A" Member***" shall mean any Member holding Class A Units.

"***Class "B" Member***" shall mean any Member holding Class B Units.

"***Class A Preferred Return***" means a priority distribution of distributable cash flow and profit to Class A Units equal to 9% per annum of such Class A Unit Holder's Capital Account Balance. The Class A Preferred Return shall be cumulative to the extent not paid and shall not be compounded. In liquidation preference, Class A Preferred Return is subordinate to the payment of accrued and unpaid Class B Preferred Return.

"***Class B Preferred Return***" means a priority distribution of distributable cash flow and profit to Class B Units equal to 9% per annum of such Class B Unit Holder's Capital Account Balance. The Class B Preferred Return shall be cumulative to the extent not paid, and shall not be compounded. In liquidation preference, Class B Preferred Return is senior to the payment of accrued and unpaid Class A Preferred Return.

"***Code***" means the Internal Revenue Code of the United States of America, as amended.

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

"***Distribution***" means the Company's direct or indirect transfer of money or other property to an Interest Holder.

"***Economic Interest***" means a Person's right to share in the income, gains, losses, deductions, credit, or similar items of, and to receive distributions from, the Company, but does not include any other rights of a Member including, without limitation, the right to vote or to participate in management, or, to the maximum extent permitted by law, any right to information concerning the business and affairs of the Company.

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

"***Interest***" means either an Economic Interest or a Membership Interest.

"***Interest Holder***" means any Person who holds an Interest, whether as a Member or as the holder of an Economic Interest only.

"***Manager***" means **Peter J. Francis**, or if **Peter J. Francis** resigns or is validly removed pursuant to Article 5 then such other Person who is vested with authority to manage the Company in accordance with Article 5 hereof.

"***Member***" means any Person who has been admitted as a Member in accordance with this Agreement, and who has not ceased to be a Member through the occurrence of a Termination Event or otherwise.

"***Member Matters***" means only those matters contained in Section 3.6, Section 5.7(c), Section 8.1, Section 8.2(a) and Section 9.1 for which Members are explicitly granted certain voting power.

"***Membership Interest***" means a Member's percentage interest in the Company, which includes the right of such Member to any and all of the benefits to which such Member may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement. The Membership Interest are represented by Membership Units, and the Membership Units issued to each Member are as set forth on Schedule A. Each Member's "percentage interest in the Company" shall be equal to the Unit Percentage set forth on Schedule A. The allocation of Membership Interests as reflected in the Company's records from time to time is presumed to be correct for purposes of this Agreement and the Act.

"Percentage Interest in the Company" shall have the meaning attributed to such phrase within the definition of Membership Interest.

"***Permitted Transfer***" means any of the following: (i) an inter vivos Transfer from a Member or any principal of a Member to any trust established by such Member, either alone or with his or her spouse, which (A) has such Member or principal as the sole trustee or as co-trustee with his or her spouse, (B) is established for the sole and exclusive benefit of such Member, principal and/or his or her Family Members (as defined below), and (C) with respect to which the Member or principal retains the sole and exclusive right to vote the Membership Interest; (ii) any testamentary Transfer to any Family Member of such Member or principal; (iii) with respect to the Manager only, a Transfer to any Affiliate; or (iv) a transfer by Manager of Membership Interests purchased under Section 4(a)(6) or Section 506(c) of the Securities Act. As used herein, "Family Member" means (a) with respect to any individual, such individual's spouse, parent, child or grandchild (whether natural, adopted or in the process of adoption), or any trust all of the beneficial interests of which are owned by any such individuals; and (b) with respect to any trust, the owners of the beneficial interests of such trust.

"***Person***" means a natural person or an Entity.

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

"***Priority Return****"* means with respect to the Class "B" Members, at any time of calculation, an internal rate of return in the amount of Twenty Six and One-Half Percent (26.5%), computed from the first day of the calendar month that the Class "B" Members made their Contribution to the last day of the calendar month of the computation date, based on the series of actual cash flows from and to the Class "B" Members during such period, including, but not limited to, the Class "B" Members' initial Contribution, all distributions of Available Cash to the Class "B" Members, and Class B Preferred Return.

"***Property***" means all real and personal property, accounts and interests owned by the Company.

"***Regulations***" means the regulations (including any temporary regulations) from time to time promulgated under the Code.

"***Super-Majority in Interest***" means those Members owning Membership Interests that represent more than 75% of the aggregate percentage interests in the Company.

"***Termination Event***" has the meaning described in Section 3.5

"***Transfer***" means any sale, assignment, transfer, conveyance, pledge, hypothecation, or other disposition, whether voluntary or involuntary, by operation of law, with or without consideration, or otherwise (including, without limitation, by way of intestacy, will, gift, bankruptcy, receivership, levy, execution, charging order or other similar sale or seizure by legal process) of all or any portion of any Interest, or the creation of any agreement pursuant to which any Person shall have any Interest in the Company or in the distributions with respect to such Interest.

ARTICLE 2: THE COMPANY

2.1 Status. The Company is a Florida limited liability company organized under the Act.

2.2 Name. The Company's name is **The Driven Ziggy, LLC**.

2.3 Term. The term of the Company commenced upon the filing of its articles of organization and will continue in perpetuity, unless sooner terminated by the provisions of this Agreement or as provided by law.

2.4 Purpose. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

2.5 Principal Executive Office. The Company's principal executive office shall be fixed by the Manager within or without the State of Florida.

2.6 Registered Agent. The Company's registered agent for service of in Florida is Dianne L. Griffith, 4920 Gulfport Blvd. South, Gulfport, FL 33707 or such other agent as may be determined by the Manager from time to time (without any notice thereof to the Members).

2.7 Tax Classification. The Members intend the Company to be classified as a partnership for federal and, to the maximum extent possible, state income taxes. Such classification shall not imply a general partnership, limited partnership, or joint venture between the Members for state law or any other purpose. The Members acknowledge the Company's status as a limited liability company formed under the Act, and no Member shall take any action inconsistent with the intent to retain such status.

ARTICLE 3: MEMBERSHIP

3.1 Members.

(a) Membership Interests are represented by the Membership Units, each having the rights and obligations specified in this Agreement, as it may be amended from time to time. The Company is authorized to issue two classes of Units, which shall be designated, respectively, as a "Class A Unit" and a "Class B Unit." The total number of Class A Units that the Company shall have authority to issue is **one hundred (100)**. The total number of Class B Units that the Company shall have authority to issue is **ninety-six (96)**. Subject to the provisions of this Section 3, Units shall have the same rights, preferences, privileges and restrictions.

(i) Class "A" Membership Interests – All Class "A" Membership Interests shall be subscribed and held by the Manager or its assigns or other Persons designated by the Manager or its assigns. The initial Members shall be Class "A" Members.

(ii) Class "B" Membership Interests - After the full subscription of all Class "A" Membership Interests, all subsequent Membership Interests issued shall be issued to the Class "B" Members. In Liquidation Preference, the Class "B" Membership Interests shall be senior to the Class "A" Membership Interests.

(iii) With the exception of Liquidation Preference, and as otherwise provided Section 4.4 hereof, all Members rights are equal and sharing of profits and losses are pro-rata based on the number of Membership Units held by each Member divided by the total number of all Membership Units.

(b) The Persons who enter into this Agreement shall be Members of the Company until they cease to be Members in accordance with the provisions of the Act or this Agreement. No Member is an agent of the Company or shall represent itself as such, unless specifically and explicitly authorized as an agent in this Agreement. No Member has authority to act for the Company solely by virtue of being a Member. Notwithstanding anything contained in this Section 3.1, if the Manager is also a Member of the Company, the Manager's authority shall not be limited in any way by this Section.

(c) Unless authorized to do so by the Manager, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable monetarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

(d) This Section supersedes any authority or rights granted to the Members pursuant to the

Act. Any Member who takes any action or attempts to bind the Company in violation of this Section or the Agreement shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

3.2 Limited Liability. Except as expressly set forth in this Agreement or required by law, neither the Members, individually or collectively, nor the Manager shall be personally liable for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member or Manager of the Company. A Member that receives a distribution (i) in violation of this Agreement or (ii) that is required to be returned to the Company under applicable law shall return such distribution within 30 days after demand therefore by the Manager or any Member. Except as otherwise provided in this Agreement or the Act, the failure of the Company to observe formalities relating to the exercise of its powers or management of its activities and affairs is not a ground for obligating personally any Member or Manager for a debt, obligation or other liability of the Company. The Manager may in its sole discretion elect to withhold from any distributions otherwise payable to a Member amounts due to the Company from such Member. Nothing in this Section 3.2 shall be construed to release any Member from (i) any of its obligation to make Contributions or other payments specifically required under this Agreement or (ii) any of its obligations pursuant to any relationship between the Company and such Member acting in a capacity other than as a Member (including, for example, as a borrower or independent contractor).

3.3 Nature of Membership Interest. A Membership Interest in the Company constitutes the personal estate of the Member. No Member has any direct interest in any specific asset or property of the Company. The Company's assets and properties are vital to the success of the Company, are necessary for it to produce income, gains, and profits for the benefit of the Members, and may not be used to satisfy the individual debts of any Member or any other party including any lender, creditor, judgment holder or other Person who may have a claim or judgment against any Member. No Member shall be required to perform services for the Company solely by virtue of being a Member, and unless approved by the Manager, no Member shall perform services for the Company in his or her capacity as such or be entitled to compensation for services performed for the Company. In the event of the death or disability of any Member, the executor, trustee, administrator, guardian, conservator or other legal representative of such Member may exercise the rights and powers of that Member (in the capacity of an Interest holder only) for the purpose of settling the Member's estate or administering the Member's property, and shall be bound by all of the provisions of this Agreement. If a Member who is not a natural person is dissolved or wound up, the successor or legal representative of such Member may exercise the rights and powers of an Interest holder and shall be bound by all of the provisions of this Agreement.

3.4 Withdrawal; Redemption.

(a) *Members.* Except as expressly provided herein, no Member or transferee may withdraw his, her or its Contribution, or otherwise dissociate, resign or retire as a Member, from the Company at any time, nor may any Interest Holder compel the Company to effectuate any redemption of his, her or its Interests. The Company has no obligation whatsoever to redeem any Interests or any Interest Holder's Capital Account or Contribution.

Notwithstanding the foregoing, the Manager may, in its sole and absolute discretion, waive such withdrawal requirements if an Interest Holder is experiencing an undue hardship; *provided, however*, that under no circumstances whatsoever shall the Company be required to sell any assets or properties in order to fulfill any withdrawal request. Any withdrawal processed by the Company must be completed from excess cash that the Company possesses, and that is not reasonably required for its ongoing business operations, and there is no guarantee that the Company will have sufficient funds to cause the redemption of any Interests.

If any withdrawal, dissociation, resignation or retirement is permitted by the provisions of the Act (despite its being prohibited by this Agreement), then: (a) to the maximum amount permitted by the Act, the Company shall have the right to offset any damages for breach of this Agreement from amounts, if any, otherwise distributable to the withdrawn Member; and (b) except in the case of a Permitted Transfer, the withdrawn Member or his successor in interest shall thereupon become a holder of an Economic Interest only but shall not be a Member, and (without limitation) shall not have the right to vote or have any information rights, but such withdrawn Member or his successor in interest shall otherwise remain liable for all obligations of Members under this Agreement, including (without limitation) any obligation to make additional Contributions.

A redeeming Member shall have only the rights of an Assignee until such time as the Company has actually redeemed the Membership Interests, that is, the Member shall be entitled to receive distributions, but shall not be entitled to vote. Redeemed Membership Interests revert to authorized but unissued Membership Interests and the former Member retains no interest of any kind in such Membership Interests.

(b) *Manager's Option to Force Redemption*. The Manager may, at any time, expel a Member and return a Member's capital for cause, including (but not limited to) any threatened or actual action, demand or proceeding (including arbitration), whether civil, criminal, administrative, or investigative, arising out of or relating to the conduct of the activities of the Company or such Member, or where continued association of the Company with such Member threatens to bring about reputational or other damage to the Company. Any such expulsion or redemption would be effective immediately upon the Manager's providing written notice to the Member. Any associated return of capital would not be considered a distribution and would not be included in the determination of such Member's return on investment. For the avoidance of doubt, the Manager is expressly authorized to selectively redeem one or more Member(s) at any time for cause, upon which event such Member(s) will no longer be considered a Member(s) of the Company.

3.5 Termination of Membership Interest. Upon the occurrence of any of the following events (each a "***Termination Event***") with respect to any Member: (i) the Membership Interest of such Member shall be automatically terminated; (b) thereafter such Member (or such Member's successor in interest) shall cease to be a Member, and shall be an Assignee only; (c) such Member (or such Member's successor in interest) shall nevertheless remain liable for all of his, her or its obligations as a "Member" under this Agreement including, without limitation, any obligation to make further Contributions, if applicable; it being acknowledged and agreed by each Member that such termination of a Membership Interest upon the occurrence of any of such events is not unreasonable under the circumstances existing as of the date of this Agreement:

(a) The death or legal incompetency (as declared by a final court decree) of such Member, unless the same results in a Permitted Transfer;

(b) The material breach by such Member of, or such Member's inability to perform his, her or its material obligations under, this Agreement;

(c) Any of the following: (i) the filing of an application by such Member for, or his or its consent to, the appointment of a trustee, receiver, or custodian of his or its other assets; (ii) the entry of an order for relief with respect to such Member in proceedings under the United States Bankruptcy Code, as amended or superseded from time to time; (iii) the making by such Member of a general assignment for the benefit of creditors; (iv) the entry of an order, judgment, or decree by any court of competent jurisdiction appointing a trustee, receiver, or custodian of the assets of such Member unless the proceedings and the person appointed are dismissed within ninety (90) days; or (v) the failure by such Member generally to pay his or her debts as the debts become due within the meaning of Section 303(h)(1) of the United States Bankruptcy Code, as determined by the Bankruptcy Court, or the admission in writing of his or her inability to pay his or its debts as they become due;

(d) The withdrawal, dissociation, retirement or resignation of such Member in violation of Section 3.4 of this Agreement;

(e) The occurrence of any event that is, or would cause, a Transfer of all or part of such Member's Membership Interest in contravention of this Agreement;

(f) Such Member's filing of an action seeking a decree of judicial dissolution pursuant to the Act; or

(g) The failure of a Divorced Member (as defined below) to acquire any Awarded Interest (as defined below) from his or her spouse within the time and in the manner described in this Section 3.5(g). In the event the marriage of any Member shall be dissolved, such Member (the "***Divorced Member***") and his or her spouse hereby agree to divide their community property so that the entire Membership Interest owned directly or indirectly by the Divorced Member and/or his or her spouse become

the Divorced Member's sole and separate property. If the Divorced Member's spouse is awarded or otherwise takes any portion of such Membership Interest (even if such taking occurs before the judgment of final dissolution), the divorced Member shall purchase, and his spouse must sell, the Membership Interest or portion thereof so transferred ("***Awarded Interest***") within sixty (60) days after same is awarded to the Divorced Member's spouse, on terms and conditions mutually agreed upon.

3.6 Voting Rights and Control.

(a) Except with regard to the Member Matters, and as provided below, the Manager shall have full, complete and exclusive authority, power, and discretion to manage and control the business, property and affairs of the Company; this shall include, without limitation, the authority of the Manager to (i) make all decisions for the Company, (ii) vote all of the Company's membership interest or other equity interest if the Company is a member or other equity owner of another limited liability company or other entity, (iii) approve or disapprove any action to be taken by the Company and (iv) approve or disapprove any action to be taken by an entity of which the Company is a member or other equity owner which is subject to approval/disapproval by the Company in whole or in part. Except with regard to the Member Matters, the Manager shall make all decisions regarding the above matters and perform any and all other acts or activities customary or incident to the management of the Company's business, property and affairs. Except with regard to the Member Matters, the Members shall have no voting, approval or consent rights, and each of the Members hereby waives his or her right to vote on, consent to, approve, object to, or disapprove any act, transaction, matter or thing relating to the business and affairs of the Company. The Member Matters shall be valid and effective only if the required approval is obtained. Such approval may require approval of both the Members and the Manager. Each Member shall have the number of votes equal to his, her or its proportionate Membership Interest.

(b) All actions on behalf of the Company may be taken by the Manager without consent or vote of the Members, except that none of the following actions may be taken by the Manager without obtaining the written consent of a Super Majority in Interest:

i. Encumbering any asset

ii. Amending the Articles of Organization or this Operating Agreement in any manner that materially alters the preferences, privileges or relative rights of the Class "B" Members

iii. Electing the Manager of the Company

iv. Taking any action that would make it impossible to carry on the ordinary business of the Company

v. Confessing a judgment against the Company in excess of $5,000.00

vi. Filing or consenting to the filing of a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act

vii. Entering into trade transactions with any party, on terms that are less favorable than those that could be obtained in any arm's length transaction

viii. Borrowing any monies, or create debt obligations on the Company

ix. Entering into any merger, liquidation or consolidation or reorganization of the Company

x. Making any loan to any Member, or cash distribution to any Member, other than as provided for in this Agreement.

(c) A meeting of the Members may be called at any time by the Manager or a Super-

Majority in Interest to consider any of the Member Matters. Meetings of Members shall be held at the Company's principal place of business or at any other place designated by the Person or Persons calling the meeting. Not less than fifteen (15) nor more than sixty (60) days before each meeting, the Person or Persons calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice may waive notice, either before or after the meeting, by executing a waiver of such notice, or by appearing at and participating, in person or by proxy in the meeting. At a meeting of Members, the presence in person or by proxy of the Manager and Members which in the aggregate are sufficient to equal or exceed the amount required for the approval at issue, constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by the Member's duly authorized attorney in fact.

(d) Any action that may be taken at a meeting of Members may be taken without a meeting, if a consent in writing setting forth the action so taken, is signed and delivered to the Company by Members having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all Members entitled to vote on that action at a meeting were present and voted. Any such approved action shall be effective immediately. The Company shall give prompt notice to all Members of any action approved by Members by less than unanimous consent.

(e) Any vote, consent, waiver, proxy appointment or other action by a Member shall be considered given in writing, dated and signed if it consists of an electronic transmission that allows the Company to determine: (a) the date the transmission was sent; and (b) that the sender of the transmission was the relevant Member, proxy, or agent, or a person authorized to act on their behalf. The date on which the electronic transmission was sent shall be considered the date on which it was signed.

(f) It is understood that the Interests of certain Members may be held as community property under the laws of the state or country in which such Members are domiciled. However, the Company shall recognize only the registered Members listed in the records of the Company as having the authority to vote the Interests held by them, and, except pursuant to a duly executed proxy or power of attorney, any Member's spouse shall not be entitled to vote such Interests, regardless of any community property interest such spouse may have in such Interests.

3.7 Members Are Not Agents. Pursuant to Article 5, the management of the Company is vested in the Manager. A Member who is not also the Manager has no authority to participate in the management of the company or to remove the Manager except as expressly authorized by the Act or this Agreement. No Member who is not also the Manager is an agent of the Company and cannot (unless expressly authorized in writing to do so by the Manager) bind or act on behalf of the Company in any way, to pledge its credit, to execute any instrument on its behalf or to render it liable for any purpose. A Member whose unauthorized act obligates the Company to a third party shall indemnify the Company for any costs or damages the Company incurs as a result of the unauthorized act.

3.8 Transactions of Members with the Company. Subject to any limitations set forth in this Agreement and with the prior approval of the Manager, a Member may transact business with the Company. Subject to other applicable law, such Member has the same rights and obligations with respect thereto as a Person who is not a Member. Without limiting the foregoing, a Member may also make loans to the Company (subject to the approval of the Manager), but, unless such loans are expressly treated as deficit loans made in lieu of an additional Contribution that may be required under Article 4 of this Agreement (if any), Member loans shall not (a) be considered Contributions for purposes of this Agreement, (b) increase such Member's Capital Account or (c) entitle such Member to any greater share of the Profits, Losses or (except as provided in any applicable loan documents) distributions of the Company than such Member is otherwise entitled to under this Agreement.

ARTICLE 4: FINANCE

4.1 Contributions.

(a) Initial Contribution. Upon execution of this Agreement, each Member shall make the cash Contribution to the Company in the amount set forth in each Member's subscription.

(b) Failure to Make Initial Contribution. Failure to make the cash Contribution to the

Company in the amount set forth in each Member's Related Subscription Agreement, in good funds, shall be an immediate default hereunder by such Member. Such defaulting Member may be automatically terminated as a Member, without the need of any further action or consent by the defaulting Member hereof, and shall immediately forfeit its Membership Interest in the Company. The agreement by each of the Members to make their respective initial cash Contributions as and where required hereunder constitute a material inducement for the Members to agree to enter into this Agreement, and without the same, the Members would not enter into this Agreement.

(c) Additional Contributions. The Manager may approve additional Contributions. Absent the Manager's approval, no Member is permitted to make additional Contributions.

(d) Contributions Not Interest Bearing. No Member is not automatically entitled to interest or other compensation with respect to any cash or property the Member contributes to the Company.

(e) Capital Calls. No additional capital Contributions shall be required of the Members (in addition to the initial capital Contributions of the Members in the amounts set forth (as the Purchase Price) in each Member's subscription).

4.2 Allocation of Profit and Loss. After giving effect to special allocations, if any, the Company's Profit or Loss for a fiscal year, including the fiscal year in which the Company is dissolved, will be allocated among the Members in a manner such that the Capital Account of each Member, immediately after making such allocations, is, as nearly as possible, equal to the amount of the distributions that would be made to such Member pursuant to Section 4.4(g) if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their agreed value, all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the agreed value of the assets securing such liability), and the net assets of the Company were distributed in accordance with Section 4.4(g) to the Members.

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

4.4 Distributions.

(a) As discussed herein, all Available Cash (per (c) below) is expected to be distributed to Members on a monthly basis, subject to the Manager's sole discretion in view of the Company's available cash and only to the extent cash is available and provided that such distribution will not impact the continued operation of the Company.

(b) Members will be eligible for distributions, as and when declared by the Manager (in its sole and absolute discretion) of the Company's Available Cash, as follows:

First, pro-rata to the Unit Holders in proportion to their Percentages;

a) to each Class B Unit Holder on a pro-rata basis in an amount equal to such holder's accrued, but unpaid Class B Preferred Return; and then

b) to each Class A Unit Holder on a pro-rata basis in an amount equal to such holder's accrued, but unpaid Class A Preferred Return, and

(ii) Second, after the payment of all Preferred Returns, Class "A" Members shall receive 42% of all such remaining distributable amounts, and Class "B" Members shall receive 58% of all such remaining distributable amounts until such time as Class "B" Members have cumulatively received an amount equal to all Class "B" Members' initial Contribution to the "Capital Account", and Class "B" Members have cumulatively received an amount, inclusive of all distributions, including the Class B Preferred Return, equating to the Priority Return, and thereafter

(iii) Third, Class "A" Members shall receive 65% of all such distributable amounts, and Class "B" Members shall receive 35% of all such distributable amounts.

(c) All distributions, per (b) above, to both Class "A" Members and Class "B" Members shall be *pro rata to the Members of each Class* based on the number of Membership Units of each Class held by each Member divided by the total number of Membership Units in each Class. The term "***Available Cash***" means the Company's gross income less the Company's operating expenses and reasonable reserves for any applicable period, all and each as determined by the Manager in good faith. All distributions will be made in arrears (when declared by the Manager), within thirty (30) days from the end of the period for which the distribution is, or has been, declared.

(d) Each Member will receive distributions in cash for his, her or its share of the earnings of the Company that is payable to the Member. Such distributions will be sent by the Company to the Member, as may be directed by the Member from time to time.

(e) Tax Distributions.

(i) The amount of income reported to each Member on his, her or its Schedule K-1 may differ somewhat from the actual cash distributions made during the fiscal year covered by the Schedule K-1 due to, among other things, reasonable reserves and factors unique to the tax accounting of the Company, such as the treatment of investment expense.

(ii) Annual Tax Distributions. Notwithstanding Section 4.4(b), the Company shall, subject to the availability of Available Cash, make distributions of Available Cash to the Members within ninety (90) days of the end of each fiscal year (the "Tax Distribution Date") in an amount that is deemed by the Manager sufficient to pay the combined estimated federal and state income tax liability of the Members (or any other Person who would become obligated to pay federal and state income taxes as a result of allocation of Net Profits and Net Losses to a Member) resulting solely from the allocation of Net Profits and Net Losses to the Members (the "Tax Distribution"). The Company shall not be required to consider the personal circumstances of the Members in making a determination of the estimated combined federal and state income tax liability of the Members.

(iii) Quarterly Advances of Tax Distributions. The Company shall, subject to the availability of Available Cash, make advanced distributions to the Members on a quarterly basis based upon estimated of the required Tax Distribution in a manner sufficient to permit the Members to satisfy their quarterly estimated tax payment obligations. All quarterly tax distributions to a Member shall be treated as advances of, and shall offset, the cash distribution payable to the Member pursuant to this Section 4.4(b) for the current fiscal year Tax Distribution.

(iv) Application of Tax Distributions. Any distribution made to a Member under this Section 4.4(e) shall be taken into account as a distribution under Section 4.4(b) and shall reduce the amounts otherwise distributable to such Member pursuant to Section 4.4(b) in subsequent distributions.

(f) The earnings, cash flow and distributions of the Company may necessarily fluctuate in accordance with the business and operations of the Company. At the end of each fiscal year, the Manager will (as soon as reasonably practicable) review distributions paid during the prior year and make ratable adjustments to the income distributions paid or payable to Members in order to ensure that Members receive accurate income distributions.

(g) Liquidation Preference. In liquidation of the Company, proceeds of any liquidation shall be applied in the following order, pro-rata and without priority of any Member over another Member:

(i) First, to the payment of the return of the Capital Account Balance of the Class "B" Members, pro-rata based on the Capital Account Balance of each Class "B" Member divided by the total Capital Account Balances of all of the Class "B" Members, then

(ii) any remaining proceeds of liquidation, distributed 51% to Class "A" Members and 49% to Class "B" Members, to be distributed to the Members of each Class without priority

of any Member of each Class over another Member of such Class, pro-rata based on the number of Membership Units held by each Member of such Class divided by to the total number of all Membership Units of such Class..

4.5 Capital Accounts.

(a) General Maintenance. The Company will establish and maintain a Capital Account for each Member. A Member's Capital Account balance ("Capital Account Balance") will be:

(1) increased by: (i) the amount of any money the Member contributes to the Company's capital, and (ii) the Member's share of the Company's Profits and any separately stated items of income or gain; and

(2) decreased by: (i) the amount of any money the Company distributes to the Member, and (ii) the Member's share of the Company's Losses and any separately stated items of deduction or loss.

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

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

4.6 Adjustment of Membership Interest Holdings. If additional Membership Interests are issued, the Manager, at its discretion, may set the membership interest value for additional Membership Interests by adjusting the book value of the assets of the Company to reflect the fair market value of those assets and determining the liabilities of the Company.

4.7 Withholding. If required by law, the Company will withhold any required amount from distributions, or with respect to Profits allocated, to an Interest Holder for payment to the appropriate taxing authority. Any amount so withheld will be treated as a distribution to the Interest Holder. Each Interest Holder agrees that, notwithstanding that an Interest Holder may have timely filed documents with a taxing authority that might reduce the withholding requirements imposed on the Company, the Company is under no obligation to effect any adjustment to such normal- course withholding obligations and shall not be responsible for any interest, loss of income, or other claimed damages to the Interest Holder based on the failure of the Company to make any adjustment to its normal-course withholding obligations. To the extent that any amount is required to be withheld with respect to an Interest Holder and paid over to an appropriate taxing authority which amount is in excess of the amounts distributed or deemed distributed to such Interest Holder in respect of such withholding, such excess amounts paid to the taxing authority in respect of such withholding shall be treated as a loan to such Interest Holder by the Company that is payable on demand.

4.8 Offset. The Company may offset all amounts owing to the Company by a Member against any distribution to be made to such Member.

ARTICLE 5: MANAGEMENT

5.1 Representative Management by Manager. The business, property and affairs of the Company shall be managed exclusively by the Manager. Except for situations in which the approval of the Members is expressly required by the provisions of this Agreement or applicable law, the Manager shall have full, complete and exclusive authority, power, and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, property and affairs.

5.2 Time Devoted to Business. The Manager will devote to the Company's activities the amount of time it deems reasonably necessary to discharge the Manager's responsibilities, it being expressly understood that the Manager is not obligated to devote all of its time to the affairs of the Company. The Members agree that the Manager and its Affiliates (i) may engage in any other existing or subsequent ventures and activities without regard to whether the interests of such ventures and activities conflict with those of the Company, (ii) shall have no duty or obligation to make any reports to the Members

or the Company with respect to any such ventures or activities, and (iii) shall have no duty or obligation to offer to the Company the opportunity to participate in any such ventures or activities or acquire any interests therein, regardless of the location, type, value, or any other aspect of the business relating to such venture or activity. Neither the Company nor any Member shall have any right by virtue of this Agreement or the existence of the Company in and to such ventures or activities or to the income or profits derived therefrom. The Members hereby waive any and all rights and claims that such Member may otherwise have (if any) against the other Members or the Manager and/or their respective Affiliates as a result of any such activities. The Manager is expressly authorized to delegate, outsource and/or subcontract any of its functions or service to an Affiliate. Without limitation to the foregoing, the Manager may engage, hire or retain an Affiliate to provide general, administrative, operations, clerical, bookkeeping, recordkeeping, investor relations, technology and/or financial services or assistance. Any such Affiliate noted above in this Section 5.2 may be compensated directly by the Manager in addition to receiving the fees, expense reimbursement and/or compensation set forth in Section 5.6 below.

5.3 Powers and Authority.

(a) General Scope. Except for matters on which the Members' approval is required by the Act or this Agreement, the Manager has full power, authority and discretion to manage and direct the Company's business, affairs and properties, including, without limitation, the specific powers referred to in Section 5.3(b), below, except as limited by Section 5.3(c) below.

(b) Specific Powers.

(i) Subject to Section 5.3(c) below, the Manager is authorized on the Company's behalf to make all decisions as to (i) the development, sale, lease or other disposition of the Company's assets; (ii) the purchase or other acquisition of other assets of all kinds; (iii) the management of all or any part of the Company's assets and business; (iv) the borrowing of money and the granting of security interests in the Company's assets; (v) the prepayment, refinancing or extension of any mortgage affecting the Company's assets; (vi) the compromise or release of any of the Company's claims or debts; (vii) the employment of Persons for the operation and management of the Company's business; (viii) all elections available to the Company under any federal or state tax law or regulation; (ix) subject to the provisions of this Agreement, determining the amount and timing of any distributions to Members; (x) the suit, prosecution, defense, settlement, or compromise of any and all claims or liabilities in favor of or against the Company, and the submission of such claims or liabilities to arbitration, mediation, or reference; (xi) filing a voluntary petition for bankruptcy, if in good faith deemed necessary for the preservation of Company property; (xii) retaining legal counsel, auditors, or other professionals or service providers in connection with the Company's business, and to pay therefore such remuneration as the Manager may determine; and (xiii) make all other arrangements and do all things necessary or convenient to the conduct, promotion or attainment of the Company's business.

(ii) Subject to Section 5.3(c) below, the Manager on the Company's behalf may execute and deliver (i) all contracts, conveyances, assignments, leases, subleases, franchise agreements, licensing agreements, management contracts, insurance coverage, and maintenance contracts covering or affecting the Company's assets; (ii) all checks, drafts and other orders for the payment of the Company's funds; (iii) all promissory notes, mortgages, deeds of trust, security agreements and other similar documents; (iv) all articles, certificates and reports pertaining to the Company's organization, qualification and dissolution; (v) all tax returns and reports; and (vi) all other instruments of any kind or character relating to the Company's affairs. In addition, the Manager may, in its sole discretion, for its or the Company's convenience and subject to its maintaining accurate records of such transactions, advance or receive monies on behalf of the Company through the Manager's own account, and from time to time make or receive reimbursing payments to or from the Company, as the case may be, so as to (among other reasons) minimize expenses involved with using the bank account(s) of the Company.

(c) Limitations on Powers. Notwithstanding the foregoing, the Manager shall not engage in any transaction that, under this Agreement or nonwaivable provisions of the Act, expressly requires the vote, consent, or approval of Members.

5.4 Duties of Manager.

(a) Standard of Care.

(i) Exculpation. The Manager will not be liable to the Company or any Member for an act or omission done in good faith to promote the Company's best interests, unless the act or omission constitutes fraud, bad faith, willful misconduct or a knowing violation of law. This Agreement is not intended to, and does not, create or impose any fiduciary duty on the Manager. Furthermore, each of the Members and the Company hereby (i) agrees that the provisions of this Agreement limiting the duties of the Manager are fair and reasonable, have been negotiated and agreed upon in good faith, and shall apply to the performance of the Manager's duties and responsibility hereunder, notwithstanding any provision in the Act to the contrary, and (ii) that it is their express intention to waive and each Member and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by law, and in doing so, acknowledges and agrees that the duties and obligation of the Manager to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Manager otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of a Manager. Whenever in this Agreement a Manager is permitted or required to make a decision (including a decision that is in such Manager's "discretion" or under a grant of similar authority or latitude), the Manager shall be entitled to consider only such interests and factors as such Manager desires, including his own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other person.

(ii) Justifiable Reliance. The Manager may rely on the Company's records maintained in good faith and on information, opinions, reports or statements received from any Person pertaining to matters the Manager reasonably believes to be within the Person's expertise or competence, and any act or omission of the Manager based on such reliance will be presumed to have been done or omitted to be done in good faith and not to constitute fraud, willful or intentional misconduct or a knowing violation of law.

(b) Competing Activities. The Manager may participate in any business or activity without accounting to the Company or the Members. Each Member waives the benefit of the corporate opportunity doctrine, on his, her or its own behalf and on behalf of the Company, and agrees that the Manager may deal in other transactions of any type for its own account and/or for the accounts of others without any requirement to account to the Company for such dealings. Without limiting the generality of the foregoing, the Manager may freely (in its sole and absolute discretion) organize, administer, manage, advise and/or participate in, other Affiliated or non-Affiliated investments and funds, private or public Entities and/or real estate, lending or business transactions.

(c) Self-Dealing. In addition to the transactions expressly permitted by this Agreement, the Manager may enter into business transactions with the Company if the terms of the transaction are no less favorable to the Company than those of a similar transaction with an independent third party. The Members hereby acknowledge the position of the Manager (or one of its Affiliates) as having voting rights regarding certain major decisions for the Property, the Company and its governance, and hereby agree that the related fees described in Section 5.6 payable to the Manager (or one of its Affiliates) as a result of such management position are expressly permitted.

(d) Sale of Property to Affiliates. In selling or otherwise disposing of property owned by the Company, the Manager may sell the same to one or more of its Affiliates, or to other organizations in which Manager or its Affiliates have an interest. The Manager's decision will not be subject to review by any outside parties. The Company may sell property to the Manager or an Affiliate, in the Manager's sole and absolute discretion, at a price that is fair and reasonable for all parties, but no assurance can be given that the Company could not obtain a better price from an independent third party.

5.5 Indemnification.

(a) Agreement to Indemnify. To the fullest extent permitted by applicable law, the Company shall indemnify the Manager, its Affiliates, and any members, officers, directors, shareholders, employees and agents thereof (each, an "Indemnitee") for all expenses, losses, liabilities and damages (including, without limitation, attorneys' and accountants' fees) actually and reasonably incurred in connection with the defense or settlement of any action, demand or proceeding (including arbitration),

whether civil, criminal, administrative, or investigative, arising out of or relating to the conduct of the Company's activities, except an action with respect to which it is finally judicially determined that fraud, bad faith, willful misconduct or a knowing violation of law on the part of the Indemnitee was involved. The termination of any action or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere (or its equivalent) shall not by itself create a presumption or otherwise constitute evidence that the Indemnitee acted in bad faith or was involved in fraud or willful misconduct.

(b) Advance of Expenses. In the sole discretion of the Manager, the Company may advance the costs and expenses incurred by an Indemnitee that may be subject to a right of indemnification hereunder prior to the final disposition thereof, *provided* that the Manager first receives the written undertaking of the Indemnitee to reimburse the Company if ultimately it is finally judicially determined not to be entitled to the aforementioned indemnification.

(c) Non-Exclusivity. The indemnification provided by this Section 5.5 shall be in addition to any other rights to which those indemnified may be entitled under any agreement, vote of the Members, as a matter of law or equity, or otherwise, both as to an action in the Indemnitee's capacity as the Manager, as an Affiliate thereof, or as a member, manager, partner, officer, director, shareholder, employee, or agent of the Manager or an Affiliate thereof, and as to an action in another capacity. Each Indemnitee shall timely file and thereafter pursue any claims that it may have for indemnification or insurance from any other Person; *provided, however*, that no Indemnitee shall be required to exhaust any rights to indemnification or insurance in respect of any claim, demand, action, suit, or proceeding from any other Person prior to pursuing such Indemnitee's right to indemnification provided in this Agreement.

(d) The provisions of this Section 5.5 shall survive, in favor of any Indemnitee, the termination of this Agreement or the Manager's status as a manager of the Company or other termination of the Manager's interest in the Company with respect to acts or omissions arising prior to the termination of the Manager's status or interest. The provisions of this Section 5.5 shall inure to the benefit of the Indemnitee's heirs, successors, assigns, and representatives.

5.6 **Compensation and Reimbursement to Manager and Affiliates.** The Company will compensate and reimburse the Manager (and/or Affiliates of the Manager and/or the Company, as directed by the Manager) as follows for expenses incurred and/or services rendered to or on behalf of the Company.

(a) Legal and Accounting Expenses. The Manager (or an Affiliate of the Manager) shall be paid (or direct to pay to third-party service providers, as applicable), as an expense of the Company, legal and accounting fees as follows:

(i) at the time of the closing of the Membership Units. The Company will pay the Manager $5,000 to compensate it for initial legal, accounting, formation, diligence, travel and other fees associated with the formation of the Company and the related securities filings; and

(ii) thereafter, as directed by the Manager for payment of ongoing third- party accounting and legal expenses (or to the Manager as reimbursement of the Company's ongoing accounting and legal expenses advanced by the Manager, including the time of in-house professionals of the Manager or its Affiliates, charged at market rates), with such reimbursements to be payable by the Company on a quarterly basis. For informational purposes only, such expenses are anticipated to be approximately $5,000 annually, although the actual amount of such expenses could vary significantly and the Manager's reimbursement by the Company will be based on expenses actually incurred.

(b) Management and Administrative Fee. The Manager shall perform, or cause to be performed, such necessary functions necessary to manage the Company and the Members' relationship with the Company and to provide the Members with certain information to keep the Members apprised of the progress of their Membership Interests. The Manager shall endeavor to provide important information to the Members on a regular basis (and, if warranted, on an interim basis). The Members agree that the Manager may not be held liable for any information provided to the Members or for the failure to provide any information to the Members. The Members acknowledge that the Manager will endeavor to: provide oversight of informational updates, distribute such updates (if and as it deems advisable) to Members regarding the Company's investment, document and send distributions (if any) to Members as/if funds become available. The Members also acknowledge that the performance of such administrative functions may vary with the aggregate amount of Membership Interests in the Company, and that as a result, the

Manager's compensation for such services shall be $6,000 per year (the Manager's Administrative Fee"), payable to the Manager in regular installments such as monthly or quarterly.

(c) General Operating Expenses. In addition to the fees and expenses set forth above, the Company shall also pay its own general administrative and operating expenses. It shall reimburse the Manager (or its Affiliates) for (or shall pay to third-party service providers, as applicable) any expenses incurred that are properly considered ordinary and reasonable business expenses of the Company, including (without limitation) stationery, office supplies, postage, accounting and legal fees (including the time of in-house professionals of the Manager or its Affiliates, charged at market rates) related to the Company's business, notary, document preparation fees and escrow fees, travel expenses related to property inspection visits, and other ordinary and reasonable business expenses.

5.7 Tenure.

(a) Term. The Manager will serve until the earlier of the Manager's resignation, removal, or bankruptcy or dissolution. If the then-current Manager does not name an Affiliate as the replacement Manager, then the Members shall promptly elect a successor as Manager.

(b) Resignation. The Manager may resign at any time upon written notice to the Members, and no acceptance of the resignation shall be necessary to make it effective. If the then- current Manager appoints an Affiliate as the new Manager, then such Affiliate will become the new Manager without any need for approval by the Members. Any resignation shall be without prejudice to the rights, if any, of the Manager or its Affiliates under any contract with the Company; and if the Manager or an Affiliate of the Manager is also a Member, shall not affect the Manager's or such Affiliate's rights as a Member or constitute withdrawal of a Member.

(c) Removal. The Members, upon the vote or written consent of a Super- Majority in Interest may remove the Manager, but only for cause. As used herein, "cause" means a determination by a court of competent jurisdiction that the Manager has committed any one or more of the following: (i) fraud or embezzlement in connection with the Company or the Property or (ii) a willful and material breach of this Agreement that is not cured within a reasonable time after written notice signed by a Super-Majority in Interest.

ARTICLE 6: RESTRICTIONS ON TRANSFER

6.1 Restrictions on Transfer.

(a) In General. Except in the case of a Permitted Transfer, no Member shall for any reason, whether voluntarily, involuntarily or by operation of law, Transfer all or any portion of such Member's Membership Interest without the prior written consent of the Manager, which consent may be given or withheld in the sole discretion of the Manager. Any Transfer not expressly permitted in this Agreement shall be null and void. Each Member hereby acknowledges the reasonableness of the restrictions on Transfer imposed by this Agreement in view of the Company's purposes and the relationship of the Members. A transferee of a Membership Interest shall have the right to become a substitute Member only if (i) the written consent of the Manager is given, which consent may be given or withheld in the sole discretion of the Manager, and (ii) such Person executes an instrument satisfactory to the Manager accepting and adopting the terms and provisions of this Agreement; *provided, however* that clause (i) shall not apply with respect to the admission of the transferee of a Permitted Transfer. The admission of a substitute Member shall not release the Member who assigned the Membership Interest from any liability that such Member may have to the Company.

(b) Transfer of Economic Interest Only. Notwithstanding the provisions of Section 6.1(a) any Member may Transfer all or any portion of his or her Economic Interest to any Person, provided that (i) such Transfer is made in accordance with the provisions of Section 6.2, (ii) prior to such Transfer, the transferor or the transferee delivers to the Manager in writing the transferee's taxpayer identification number and the transferee's initial tax basis in the transferred Economic Interest, and (iii) such Transfer does not constitute or result in a Termination Event. In the event of a Transfer of an Economic Interest pursuant to this Section 6.1(b), the transferee shall have the rights of an Assignee only, and the transferring Member shall continue to be a Member of the Company with respect to the un-transferred Interest and shall have the sole and exclusive power to exercise any rights and powers of a Member including, without limitation, all voting rights such Member would have had the Transfer not been made.

(c) Applicability of Transfer Restrictions. The restrictions on transferability set forth in this Operating Agreement shall apply to the Membership Units owned by the Members, and to each subsequent transferee of Membership Units, whether or not owned at the date of execution of this Operating Agreement and whether or not any subsequent transferee receives only Economic Rights and is not admitted as a Member.

6.2 Additional Restrictions. In addition to all other restrictions set forth in this Agreement, in no event shall any Member make any Transfer (including a Permitted Transfer) of all or any part of that Member's Membership Interest: (i) without compliance with applicable securities laws; (ii) if the Transfer would cause the Company's tax termination within the meaning of Code Section 708(b)(1)(B) and the Manager, in its sole discretion, determines that such termination would adversely affect the Company or any Member; (iii) if the Transfer would cause the Company to be treated as a corporation pursuant to Code Section 7704 or Regulations Section 1.7704-1, (iv) if the Transfer would result in a new Member, that does not meet the statutory or regulatory standards typical for companies similar to the Company, being admitted to the Company (such as the Uniting and Strengthening America By Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "***PATRIOT Act***")) or (v) if, in the Manager's reasonable discretion, the admission of such new Member would have a material adverse impact on the Company. In furtherance of the foregoing, each Member hereby covenants and agrees not to Transfer any Membership Interests, nor receive any consideration for Membership Interests from any Person, unless and until, prior to any such action:

(a) an effective registration statement on a form appropriate for the purpose under the Securities Act, or an exemption to registration, with respect to the Membership Interests proposed to be so disposed of shall be then effective and such disposition shall have been appropriately qualified in accordance with applicable securities laws; or

(b) all of the following shall have occurred: (i) the Member shall have furnished the Company with a detailed explanation of the proposed disposition, (ii) the Member shall have furnished the Company with an opinion of the Member's counsel in form and substance satisfactory to the Company to the effect that such disposition will not require registration of such Membership Interests under the Securities Act or qualification of such Membership Interests under any other securities law, and (iii) counsel for the Company shall have concurred in such opinion and the Company shall have advised the Member in writing of such concurrence.

Notwithstanding anything to the contrary herein, the consent of the Manager and adherence to this entire Article 6 is required prior to any transfer being approved or recognized by the Company.

ARTICLE 7: RECORDS AND ACCOUNTING

7.1 Maintenance of Records.

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

(b) Member Access. A Member and the Member's authorized representative shall, upon reasonable request and for purposes related to the interest of that Member, have reasonable access to, and may inspect and copy, during normal business hours all books, records and other materials pertaining to the Company or its activities. The exercise of such inspection rights will be at the requesting Member's expense, and the Member shall reimburse the Manager or the Company for all reasonable costs and expenses incurred in the production and delivery of such books and records.

(c) Confidentiality. Except as set forth herein, no Member or the Manager will disclose any information relating to the Company or its activities to any unauthorized person or use any such information for his or her or any other Person's personal gain.

7.2 Accounting.

(a) Accounting Method. The Company will account for its financial transactions using the cash method ("U.S. accepted Tax Basis") of accounting for both bookkeeping and tax purposes. The Manager reserves the right to change such methods of accounting upon written notice to Members.

(b) Fiscal Year. The Company's fiscal year is the Company's annual accounting period, as determined by the Manager in compliance with Sections 441, 444 and 706 of the Code.

(c) The Manager may, at its sole discretion, choose a firm to provide tax and accounting advice to the Company.

(d) The Company will bear the cost of the annual tax preparation of the Company's tax returns, any state and federal income tax due, and any required independent audits or other reports required by agencies governing the business activities of the Company.

7.3 Reports.

(a) As soon as practicable after the close of each fiscal year, the Company will prepare and send to the Members such reports and information as are reasonably necessary to (1) inform the Members of the results of the Company's operations for the fiscal year, and (2) enable the Members to completely and accurately reflect their distributive Membership Interests of the Company's income, gains, deductions, losses and credits in their federal, state and local income tax returns for the appropriate year. Each Member will also receive his, her, or its respective Form K-1 as required by applicable law.

(b) Annual reports concerning the Company's business affairs, including the Company's annual income tax return, will be provided to Members who request them in writing within a reasonable time after fiscal year-end (not to exceed 180 days).

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

7.4 Tax Compliance.

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

(i) If the withholding requirement pertains to a Distribution in kind, or

(ii) an allocation of Profit, the Company will pay the amount required to be withheld to the governmental agency and promptly take such action as it considers necessary or appropriate to recover a like amount from the Member, including offset against any Distributions to which the Member would otherwise be entitled.

(b) Tax Matters Partner.

(i) The Manager, or a Person designated by the Manager, shall act as the "Tax Matters Partner" pursuant to Section 6231(a)(7) of the Code and "partnership representative" ("Partnership Representative") as provided by the Code to act under Section 6223 of the Code as amended by the Bipartisan Budget Act of 2015 (or any successor thereto) (the "2015 Act") and in any similar capacity under state, local or non-U.S. law, as applicable. Notwithstanding anything else to the contrary in this Agreement, the Partnership Representative shall apply the provisions of subchapter C of Chapter 63 of the Code, as amended by the 2015 Act (or any successor rules thereto), or similar provisions of state, local or non-U.S. tax law, with respect to any audit, imputed underpayment, other adjustment, or any such decision or action by the Internal Revenue Service (or other tax authority) with respect to the Company or the Members for such taxable years, in the manner determined by the Partnership Representative.

(ii) The Partnership Representative will inform the Members of all administrative and judicial proceedings pertaining to the determination of the Company's tax items (of which the Partnership Representative is actually aware) and will provide the Members with copies of all notices received from the U.S. Internal Revenue Service regarding the commencement of a Company level audit or a proposed adjustment of any of the Company's tax items. The Partnership Representative, acting in its reasonable discretion, may make all tax elections, including, without limitation, the selection of the accounting method, method of depreciation or amortization of Company

property or start-up expenses, and elections under Code Section 754. The Partnership Representative may extend the statute of limitations for assessment of tax deficiencies against the Members attributable to any adjustment of any tax item. The Members shall have no claim against the Company or Partnership Representative for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Company in order to comply with the rules under subchapter C of Chapter 63 of the Code, as amended by the 2015 Act (or any successor rules thereto) or similar provisions of state, local or non-U.S. law.

(iii) The Company will reimburse the Partnership Representative for reasonable expenses properly incurred while acting within the scope of the Partnership Representative's authority. The Manager will be deemed to be a Member without an Economic Interest to the extent necessary for the Manager to fulfill its obligations hereunder in compliance with applicable law, including (without limitation) its duty to serve as the "Partnership Representative" as described in Section 7.4(b).

(iv) So long as the Company satisfies the provisions of Sections 6221(b)(1)(B) through (D) of the Code, the Partnership Representative may cause the Company to make the election set forth in Section 6221(b)(1) of the Code so that the provisions of Subchapter C of Chapter 63 of the Code shall not apply to the Company. If such election is made the Partnership Representative shall provide the proper notice to each Member in accordance with Section 6221(b)(1)(E) of the Code.

(v) Provided the election described in Section 7.4(b)(iv) above is not in effect, in the case of any adjustment by the IRS in the amount of any item of income, gain, loss, deduction, or credit of the Company or any Member's distributive share thereof ("IRS Adjustment"), the Partnership Representative shall respond to such IRS Adjustment by issuing adjusted Schedules "K-1" reflecting a Member's shares of any IRS Adjustment for the Adjustment Year.

(vi) Each Member does hereby agree to indemnify and hold harmless the Company and Partnership Representative from and against any liability with respect to the Member's proportionate share of any item of income, gain, loss, deduction, or credit of the Company or any Member's distributive share thereof reported on an adjusted Internal Revenue Service Schedule K-1 received by the Company with respect to any entity in which the Company holds an ownership interest and which results in liability of the Company, regardless of whether such Member is a Member in the Company in an Adjustment Year, with such proportionate share as reasonably determined by the Manager, including the Manager's reasonable discretion to consider each Member's interest in the Company in the Reviewed Year. This obligation shall survive a Member's ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company.

ARTICLE 8: DISSOLUTION

8.1 Events of Dissolution. The Company will dissolve upon the first of the following to occur: (a) the sale or other disposition of all or substantially all the assets of the Company; (b) any event that makes the Company ineligible to conduct its activities as a limited liability company under the Act, but only if it is impracticable for the Manager or the Members to amend this Agreement or the Company's articles of organization, or to reasonably modify (at a reasonable cost) the Company's activities in such a way as to regain such eligibility; (c) such time as the Manager and a Super-Majority in Interest vote to dissolve the Company, or (d) otherwise by operation of law.

8.2 Effect of Dissolution.

(a) Appointment of Liquidator. Upon the Company's dissolution, the Manager (unless unwilling or unable to serve as such) shall serve as liquidator, and as such it will bring to a close and liquidate the Company in an orderly, prudent and expeditious manner in accordance with the following provisions of this Article 8. While serving as liquidator, the Manager shall have the same authority, powers, duties and compensation as before dissolution, except that the liquidator shall not acquire any additional assets for the Company, and shall use its best efforts to liquidate the Company's existing assets as rapidly as is consistent with receiving the fair market value thereof. In the event that the Manager is unwilling or unable to serve as the liquidator for any reason, the Manager must expend

at least commercially reasonable efforts in order to find a reasonably suitable liquidator of the Company to serve in its stead; such other liquidator must be approved by a vote of Members, unless the liquidator is an Affiliate of the Manager.

(b) Distributions Upon Dissolution. All funds received by the Company shall be applied in the following order: (i) first, to pay all expenses of liquidation and winding up, (ii) next, to pay debts owing to the Manager or any third parties, (iii) next, to pay debts owing to creditors who are also Members, and (iv) thereafter shall be distributed to Members according to the provisions of Section 4.4 (g) hereof.

(c) Time for Liquidation. The Company will not immediately cease to exist upon the occurrence of an event causing its dissolution, but will continue until its affairs have been wound up. It is acknowledged and agreed that the assets of the Company are illiquid, and will take time to sell. The liquidator shall liquidate the Company's assets as promptly as is consistent with obtaining the fair market value thereof.

(d) Final Accounting. The liquidator will make proper accountings to both: (1) the end of the month in which the event of dissolution occurred; and (2) the date on which the Company is finally and completely liquidated.

(e) Duties and Authority of Liquidator. The liquidator will make adequate provision for the discharge of all of the Company's debts, obligations and liabilities. The liquidator may sell, encumber or retain for distribution, in kind any of the Company's assets. Any gain or loss recognized on the sale of assets will be allocated to the Members' Capital Accounts in accordance with the provisions of Article 4 hereof. With respect to any asset that the liquidator determines to retain for distribution in kind, the liquidator will allocate to the Members' Capital Accounts the amount of gain or loss that would have been recognized had the asset been sold at its fair market value.

(f) Final Distribution. The liquidator will distribute any assets, remaining after the discharge or accommodation of the Company's debts, obligations and liabilities, to the Members in proportion to their Capital Accounts. The liquidator will distribute any assets distributable in kind to the Members in undivided interests as tenants in common. A Member whose Capital Account is negative will have no liability to the Company, the Company's creditors or any other Member with respect to the negative balance. Members shall be entitled to look only to the assets of the Company for the return of that Member's capital, and shall have no recourse against the Manager or any other Member.

(g) Required Filings. The liquidator will file with the appropriate Secretary of State such statements, certificates and other instruments, and take such other actions, as are reasonably necessary or appropriate to effectuate and confirm the cessation of the Company's existence.

8.3 No Member Action for Dissolution. No Member shall take any voluntary action that would cause dissolution of the Company. Each Member hereby waives and renounces his, her or its right to initiate legal action to seek the appointment of a receiver or trustee to liquidate the Company or to seek a decree of judicial dissolution of the Company.

ARTICLE 9: GENERAL PROVISIONS

9.1 Amendments. Except as otherwise provided herein, this Agreement may only be modified upon the written consent of the Manager and with the vote or written consent of a Super-Majority in Interest; *provided, however*, that the Manager, acting alone, may (without the consent of or prior notice to any Member) amend any provision of this Agreement or the Company articles of organization (i) to make minor clerical corrections not substantively affecting the provisions of this Agreement or that merely cause the Agreement's dates or exhibit information to correctly reflect the Membership Interests or other Interests hereunder, (ii) in order to conform this Agreement or the articles of organization to changes in the Act or interpretations thereof that the Manager deems advisable, *provided* that such amendment does not have a material adverse effect upon the Members or the Company, (iii) to elect for the Company to be reorganized under the laws of a different jurisdiction, (iv) to amend the exhibits or to otherwise reflect any Transfers, changes in Members, or similar matters, or (v)

to make any change advisable in order to ensure that the Company will not be taxable as a corporation for federal income tax purposes. If any such amendment results in inconsistencies between the Company's articles of organization and this Agreement, this Agreement will be considered to have been amended in the specific areas (and only in such areas) necessary to eliminate inconsistencies.

9.2 Power of Attorney. Each Member appoints the Manager, with full power of substitution, as the Member's attorney-in-fact, to act in the Member's name to execute, deliver, record and file (a) all certificates, applications, reports and other instruments necessary or appropriate to qualify or maintain the Company in good standing as a limited liability company in the state in which it was formed and in the states and foreign countries where the Company conducts its activities, (b) all instruments that effect or confirm changes or modifications of the Company or its status, including, without limitation, amendments to the Company's articles of organization or the Act, (c) any additional documents, instruments or agreements which are necessary or required in connection with an action that would, in the Manager's reasonable discretion, benefit the Company and (d) all instruments of transfer necessary to effect the Company's dissolution and termination. The power of attorney granted by this Section is irrevocable, coupled with an interest and shall survive the bankruptcy, dissolution, death or incompetency of any Member.

9.3 Limitations on Actions by Members.

If a Member alleges fraud, bad faith, or willful misconduct on the part of the Company or the Manager, then if such Member expresses a bona fide interest in making a claim against the Company or the Manager (an "Initiating Member"), then the Initiating Member shall deliver to the Company a writing expressing the reasons behind such interest. The Company shall then furnish to each of the Members (i) a copy of such Member's request and (ii) a response from the Company. The Company shall, in such Member communication, request that each Member indicate whether it desires to join the Initiating Member in pursuing the claim described by the Initiating Member. If Members representing a Super-Majority in Interest indicate an affirmative desire to join with the Initiating Member (the "Designating Members"), then the Company shall furnish to such Designating Members the name, address and email address of each such Designating Member (an "Information Notice") for the purpose of their selecting a Member Representative (as defined below) as described below. No Member may pursue any remedy with respect to the Company or the Manager unless and until a Super-Majority in Interest indicate a desire to collectively pursue such remedy.

If a group of Designating Members is formed, then the Designating Members shall, within thirty (30) days of the Company's delivery of the designate a single Member (the "***Member Representative***") to represent their interests in connection with such Membership Interests and notify the Company of such designation. After a Member Representative has been designated with respect to such series, no Member other than the Member Representative may pursue any remedy with respect to such claim.

The Member Representative may direct the time, method and place of conducting any proceeding for any remedy against the Company arising in connection with the claim. The Member Representative may, on behalf of all the Designating Members agree to (i) any waiver of an act or omission that brought rise to the claim or (ii) any amendment or waiver of any provision of this Agreement with respect to the claim. When an act, omission, or Agreement provision is so waived, no such waiver shall extend to any subsequent or other act or omission that might give rise to a similar claim, or impair any consequent right.

9.4 Disputes.

(a) Mediation. If the Members are unable to agree on a Member Matter such that it is impossible to obtain the approval of a Supermajority-in-Interest, the Members agree to use their best efforts to settle any such dispute by negotiation or mediation. For that purpose, the Members agree to request that an independent third party assist them in the negotiation or mediation of such dispute and agree to meet with such independent third party for a minimum of four (4) hours within fifteen (15) days after the first written notice of the dispute is delivered by a Member to the other Members.

(b) Arbitration; Time Limit. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING (WITHOUT LIMITATION) THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, OR ANY OTHER DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF ANY INTERACTION BETWEEN THE COMPANY, THE MANAGER, OR BROKER- DEALER (OR ANY OF THEIR RESPECTIVE AFFILIATES OR REGISTERED REPRESENTATIVES), AND/OR ANY MEMBER, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL AND BE DETERMINED BY CONFIDENTIAL AND BINDING ARBITRATION IN PINELLAS COUNTY, FLORIDA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY EXCEEDS $250,000) OR ITS STREAMLINED ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY IS LESS THAN OR EQUAL TO $250,000) OR, IF THE ARBITRATION INVOLVES BROKER-DEALER OR ANY OF ITS REGISTERED REPRESENTATIVES OR AFFILIATES, PURSUANT TO FINRA'S RULES AS THEN IN EFFECT. IF THE ARBITRATION IS CLASS ARBITRATION, THE AGGREGATE AMOUNT, OF THE PURPORTED CLAIMS OF ALL PUTATIVE CLASS MEMBERS, SHALL BE USED TO DETERMINE WHICH RULES APPLY. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. THE PREVAILING PARTY IN ANY DISPUTE, CLAIM OR CONTROVERSY SHALL BE ENTITLED TO RECOVER ITS COSTS OF ARBITRATION AND REASONABLE ATTORNEYS' FEES THEREOF. EACH PARTY HEREBY CONSENTS TO EXCLUSIVE PERSONAL JURISDICTION AND VENUE (AND WAIVES ANY OBJECTION TO VENUE, INCLUDING, BUT NOT LIMITED TO, INCONVENIENT FORUM) FOR ANY DISPUTE, CLAIM OR CONTROVERSY DESCRIBED ABOVE IN PINELLAS COUNTY, FLORIDA.

9.5 Notices. All notices and communications to be given or otherwise made to an Interest Holder shall be deemed to be sufficient if sent by electronic mail to the address listed on the records of the Company, the Manager or one of the Manager's Affiliates. Interest Holders should send all notices or other communications required to be given hereunder to the Company via email to **Peter J. Francis at PF@360datainsight.com** (with a copy to be sent concurrently via prepaid certified mail, return receipt requested, to: **Peter J. Francis, Manager, 4920 Gulfport Blvd. South, Gulfport, FL 33707.**. Notices contemplated by this Agreement may also be sent by any commercially reasonable means, including hand delivery, first class mail, facsimile, and email or private courier. The notice must be prepaid and addressed as set forth in the Company's records. The notice will be effective on the date of receipt or, in the case of notice sent by first class mail, the third (3rd) business day after mailing.

9.6 Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Company's articles of organization, the articles of organization will control. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent that the inconsistencies relate to provisions of the Act that the Members cannot alter by agreement, in which event the Act will control. Without limiting the generality of the foregoing, unless the language or context clearly indicates a different intent, the provisions of this Agreement pertaining to the Company's governance and financial affairs and the rights of the Members upon termination and dissolution will supersede the provisions of the Act relating to the same matters.

9.7 Provisions Applicable to Transferees. As the context requires, and subject to the restrictions and limitations imposed by the provisions of this Agreement, anything herein pertaining to the rights and obligations of a Member also governs the rights and obligations of the Member's transferee.

9.8 Additional Instruments. Each Member will execute and deliver any document or statement necessary to give effect to the terms of this Agreement or to comply with any law, rule or regulation governing the Company's formation and activities.

9.9 Computation of Time. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run is not included. The last day of the period is included, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the end of the next day that is not a Saturday, Sunday or legal holiday. For purposes of this paragraph, a day shall be deemed to end at 5:00 p.m. in the time zone where the Company then maintains its principal place of business.

9.10 Entire Agreement. This Agreement and the Articles comprise the entire agreement among the parties with respect to the Company. This Agreement and the Articles supersede any prior agreements or understandings (whether oral, written, implied or otherwise) with respect to the Company. No representation, statement or condition not contained in this Agreement or the Articles has any force or effect with respect to the subject matter hereof.

9.11 Waiver; No Third-Party Beneficiaries. No right under this Agreement may be waived, except by an instrument in writing signed by the party sought to be charged with the waiver. This Operating Agreement is for the sole benefit of the parties and their respective heirs, successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Operating Agreement.

9.12 General Construction Principles. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and have no significance in the interpretation of this Agreement. This Agreement shall be construed to have been drafted and reviewed by each of the parties hereof.

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

9.14 Governing Law. The law of the State of Florida, excluding its conflict of laws rules, governs the construction and application of the terms of this Agreement.

9.15 Severability. If any provision of this Agreement shall be deemed invalid, unenforceable or illegal, then notwithstanding such invalidity, unenforceability or illegality: (a) the remainder of this Agreement shall continue in full force and effect; and (b) such invalid, unenforceable or illegal term shall, to the maximum extent permitted, be redrawn and reinterpreted by the arbiter so as to approximate the original intent of the parties with respect to such term.

9.16 Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which will be considered an original as to the party signing it. Original signatures delivered via facsimile or electronic means shall have the same legal effect as the actual original signatures.

9.17 Risk Factors. Each Member expressly acknowledges and agrees that the Member has carefully read and evaluated each of the risk factors attached to the Related Subscription Agreement. The risk factors are an integral part of this Agreement, and each Member shall have reviewed, understood and acknowledged the same as a condition of their membership in the Company.

9.18 Member Bankruptcy. In the event that, with respect to a Member, a petition is filed seeking liquidation, reorganization, arrangement, readjustment, protection, relief or composition in any state or federal bankruptcy, insolvency, reorganization or receivership proceeding (a ***Bankruptcy***"), then the Member (the "***Bankrupt Member***") agrees to use his best efforts to avoid the Company being named as a party or becoming otherwise involved in the bankruptcy proceeding. Furthermore, this Agreement should be interpreted so as to prevent, to the maximum extent permitted by applicable law, any bankruptcy trustee, receiver or debtor-in- possession from asserting, requiring or seeking that (i) the Bankrupt Member be allowed by the Company to return the Bankrupt Member's Membership Interests to the Company or (ii) the Company be mandated or ordered to redeem or withdraw

Membership Interests of the Bankrupt Member. In the event of the Bankruptcy of any Member, the Agreement shall be interpreted, to the maximum extent possible, to give effect to the provisions of this Section 9.18.

9.19 Confidentiality. Each Member acknowledges and agrees that all information provided to one or more Members by or on behalf of the Company or the Manager concerning the business or assets of the Company shall be deemed strictly confidential and shall not, without the prior consent of the Manager, be (i) disclosed to any Person or (ii) used by a Member other than for a Company purpose or a purpose reasonably related to protecting such Member's Interest in a manner not inconsistent with the interests of the Company. The Manager hereby consents to the disclosure by each Member of such information to such Member's accountants, attorneys and similar advisors bound by a duty of confidentiality; moreover, the foregoing requirements of this Section 9.19 shall not apply to a Member with regard to any information that is currently or becomes: (i) required to be disclosed pursuant to applicable law (but only to the extent of such requirement); (ii) required to be disclosed in order to protect such Member's Interest (but only to the extent of such requirement and only after consultation with the Manager); (iii) publicly known or available in the absence of any improper or unlawful action on the part of such Member; or (iv) known or available to such Member other than through or on behalf of the Company or the Manager. Each Member acknowledges and agrees that a breach by such Member of this Section will cause irreparable harm to the Company that could be difficult to limit or quantify, and therefore agrees that the Company shall have the right to seek specific performance or injunctive or other equitable relief due to any such breach in addition to any other remedies that may be available to the Company or the other Members at law or in equity.

9.20 Class Action Waiver. The terms "Claim" or "Claims" refer to any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses between the Company and the Manager, and their subsidiaries, affiliates, successors and assigns on the one hand, and the Members and their successors and assigns, on the other hand (all of the foregoing each being referred to as a "Party" and collectively as the "Parties"). Whether in state court, federal court, or any other venue, jurisdiction, or before any tribunal, the Parties agree that all aspects of arbitration, litigation, and trial of any Claim will take place without resort to any form of class or representative action. Thus the Parties may only bring Claims against each other in an individual capacity and waive any right they may have to do so as a class representative or a class member in a class or representative action. THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.

ARTICLE 10: MEMBER REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 Member Representations, Warranties and Covenants. Each Member hereby represents, warrants, and agrees as follows:

(a) The Member has received and read the terms and conditions of this Agreement and the Member is thoroughly familiar with the proposed business, operations, properties and financial condition of the Company. The Member relied solely upon this Agreement and independent investigations made by the Member or his, her or its representative with respect to the investment in Membership Interests. No oral or written representations beyond these documents have been made or relied upon.

(b) The Member has read and understands this Agreement and understands how the Company functions as a limited liability company entity. By purchasing the Membership Interests and executing this Agreement, the Member hereby agrees to the terms and provisions of this Agreement.

(c) The Member understands that the Company has limited financial and operating history. The Member has been furnished with such financial and other information concerning the Company, its management, and its business, as the Member considers necessary in connection with the investment in Membership Interests. The Member has been given the opportunity to discuss any questions and concerns with the Company.

(d) The Member is purchasing Membership Interests for his, her or its own account (or for a trust if a trustee), for investment purposes and not with a view or intention to resell or distribute the same. The Member has no present intention, agreement, or arrangement to divide participation with others or to resell, assign, transfer, or otherwise dispose of all or part of the Membership Interests.

(e) The Member or his, her or its investment advisors have such knowledge and experience in financial and business matters that will enable the Member to utilize the information made available to evaluate the risks of the prospective investment and to make an informed investment decision. The Member has been advised to consult his, her or its own attorney concerning this investment and to consult with independent tax counsel regarding the tax considerations of participating in the Membership Interests and the Company.

(f) The Member has carefully reviewed and understands the risks of investing in the Membership Interests, including (without limitation) those set forth in the subscription, this Agreement and the terms and conditions of the Membership Interests. The Member has carefully evaluated his, her or its financial resources and investment position and expressly acknowledges the ability to bear the economic risks of this investment. The Member further acknowledges that his, her or its financial condition is such that there is no present necessity or constraint to dispose of the Membership Interests to satisfy any existent or contemplated debt or undertaking of the Member. Moreover, the Member has adequate means of providing for his, her or its current needs and possible contingencies, has no need for liquidity in the investment, and can afford to lose some or all of the investment.

(g) The Member has been advised that the Membership Interests have not been registered under the Securities Act of 1933, as amended, or qualified under any State securities law.

[*Signature Page to Operating Agreement Follows]*

Signature Page to Operating Agreement
of
The Driven Ziggy, LLC
A Florida limited liability company

The Driven Ziggy, LLC
a Florida limited liability company

By: _____

Peter J. Francis, Manager

MEMBER

Name: _____

Title: _____
(If Applicable)

Signature:_____

Address: _____

_____

_____

BY PURCHASING A MEMBERSHIP INTEREST IN THE COMPANY AND EXECUTING THIS OPERATING AGREEMENT, EACH MEMBER ACKNOWLEDGES AND UNDERSTANDS THE RISK FACTORS ATTACHED TO THE RELATED MEMBERSHIP INVESTMENT IN THE COMPANY.

Schedule A
UNIT HOLDERS

Name	Status	Capital Contribution	Class	Units	Percentage Interest
Peter J. Francis 40 Tomoka Ridge Way Ormond Beach, FL 32174	Member	$828,715.00	Class A	65.00	33.16%
Michael Gabor 5015 Norrisville Rd. White Hall, MD 21161	Member	$0.00	Class A	17.50	8.93%
Michel Regignano 203 1/2 Gulf Way St. Petersburg, FL 33706	Member	$0.00	Class A	17.50	8.93%
			Class B	96.00	48.98%
Total				196.00	100.00%

Exhibit "B"

SUBSCRIPTION AGREEMENT

The Driven Ziggy, LLC
4920 Gulfport Boulevard South
Gulfport, FL 33707

Re: Purchase of The Driven Ziggy, LLC Class B Units

The undersigned (the "Purchaser") hereby purchases Class B membership interest units (the "Class B Units") of The Driven Ziggy, LLC, a Florida limited liability company (the "Company"), in an amount set forth on the signature page hereof (this "Subscription Agreement"), which are sometimes referred to herein as the "securities" or the "Class B Units." The Class B Units are available for purchase in accordance with the terms set forth in the Company's Private Placement Memorandum dated September 30, 2017 (including the documents incorporated therein, the "Memorandum"). The amount of the offering is subject to increase at the sole discretion of the management of the Company. This subscription may be rejected by the Company in its discretion.

The purchase of Class B Units is subject to the terms and conditions set forth in the Memorandum and in The Driven Ziggy, LLC's Operating Agreement dated September 30, 2017 (the "Operating Agreement") by and among the members of the Company. The Operating Agreement is incorporated herein by this reference. Such a purchase of the securities is also subject to the following paragraphs.

1. Purchase. Subject to the terms and conditions hereof, Purchaser hereby irrevocably agrees to purchase the Class B Units set forth on the signature page hereof and tenders herewith the cash consideration set forth on the signature page. Purchaser acknowledges that upon delivery of this Subscription Agreement and cash consideration, cash subscriptions will be placed in the Company's operating account.

2. Representations and Warranties. Purchaser hereby makes the following representations and warranties to the Company and Purchaser agrees to indemnify, hold harmless, and pay all judgments and claims against the Company from any liability or injury, including, but not limited to, those arising under federal or state securities laws, incurred as a result of any misrepresentation herein or any warranties not performed by Purchaser.

(a) Purchaser is the sole and true party in interest and is not committing to purchase for the benefit of any other person.

(b) Purchaser has read, analyzed, and is familiar with the Memorandum, the Operating Agreement, this Subscription Agreement and the Investor Suitability Questionnaire and has retained copies of all such documents.

(c) Purchaser has read, analyzed, and is familiar with the sections of the Memorandum entitled "*Investor Standards For Accredited Investors*" and "*Investor Suitability Standards*" and Purchaser hereby warrants that Purchaser is an Accredited Investor, as defined therein.

(d) Purchaser understands that all books, records, and documents of the Company relating to this investment have been and remain available for inspection by Purchaser upon reasonable notice. Purchaser confirms that all documents requested by Purchaser have been made available, and that Purchaser has been supplied with all of the additional information concerning this investment that has been requested. In making a decision to purchase the securities, Purchaser has relied exclusively upon information provided in the Memorandum or by the Company in writing or found in the books, records, or documents of the Company.

(e) Purchaser is aware that an investment in the securities is highly speculative and subject to substantial risks including those risks set forth in the sections entitled "*Risk Factors*", and "*Certain Relationships and Related Transactions*" as set out in the Memorandum. Purchaser is capable of bearing the high degree of economic risk and burdens of this venture, including, but not limited to, the possibility of the complete loss of all funds invested, the loss of any anticipated tax benefits, the lack of a public market, and limited transferability of the securities which may make the liquidation of this investment impossible for the indefinite future.

(f) The offer to sell the securities was directly communicated to Purchaser by the Company through the Memorandum in such a manner that Purchaser was able to ask questions of and receive answers from the Company, or a person acting on its behalf, concerning the terms and conditions of this transaction. At no time was Purchaser presented with or solicited by or through any article, notice, or other communication published in any newspaper or other leaflet, public promotional meeting, television, radio or other broadcast or transmittal advertisement or any other form of general advertising.

(g) Purchaser, if a corporation, company, trust, or other entity, is authorized and duly empowered to commit to purchase and hold the securities, has its principal place of business at the address set forth on the signature page and has not been formed for the specific purpose of committing to purchase the securities.

(h) The securities are being purchased solely for Purchaser's own account, for investment, and are not being purchased with a view to the resale, distribution, subdivision or fractionalization thereof.

(i) Purchaser understands that the securities have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any other state securities laws in reliance upon exemptions from registration for non-public offerings. Purchaser understands that the securities or any interest therein may not be, and agrees that the securities or any interest therein, will not be, resold or otherwise disposed of by Purchaser unless the securities are subsequently registered under the Securities Act and under appropriate state securities laws, or unless the Company receives an opinion of counsel satisfactory to it that an exemption from registration is available.

(j) Purchaser has been informed of and understands the following:

(i) the Company has been recently formed**;**

(ii) there are substantial restrictions on the transferability of the securities under the Securities Act; and

(iii) no federal or state agency has made any finding or determination as to the fairness of the securities for public investment nor any recommendation or endorsement of the securities.

(k) Except as set forth in the Memorandum, none of the following information has ever been represented, guaranteed, or warranted to Purchaser expressly or by implication, by any broker, the Company, or agents or employees of the foregoing, or by any other person:

(i) the approximate or exact length of time that Purchaser will be required to hold the securities;

(ii) the percentage of profit to be realized, if any by the Company, as a result of its operations; or

(iii) that the past performance or experience of the Company, or associates, agents, affiliates, or employees of the Company or any other person, will in any way indicate or predict economic results in connection with the purchase of the securities.

(l) The information set forth in the Investor Suitability Questionnaire and executed by Purchaser is true, correct and complete.

(m) Purchaser has not distributed the Memorandum to anyone, no other person has used the Memorandum, and no copies of the Memorandum have been made by Purchaser.

(n) Purchaser hereby agrees to indemnify the Company, its management, persons who participated in the preparation of the Memorandum, and any person participating in the offering and hold them harmless from and against any and all liability, damage, cost (including legal fees and court costs) and expense incurred on account of or arising out of:

(i) any inaccuracy in the declarations, representations, and warranties herein above set forth;

(ii) the disposition of any of the securities by Purchaser contrary to the foregoing declarations, representations and warranties; and

(iii) any action, suit or proceeding based upon: (i) the claim that said declarations, representations, or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company; (ii) the disposition of any of the securities; or (iii) the breach by Purchaser of any part of this Subscription Agreement.

(o) In compliance with the Rule 506(d) of Regulation D of the Securities Act, Purchaser represents and warrants that the Purchaser, its shareholders, members, managers, partners, trustees, or any other "covered persons" (as defined in Rule 506(d) of Regulation D of the Securities Act), are not currently subject to or involved in a "disqualifying event" as defined in Rule 506(d) of Regulation D of the Securities Act (a "Bad Actor Event"), nor have they been subject to or involved in a Bad Actor Event within the ten years preceding the date on the signature page of this Subscription Agreement.

(p) Purchaser agrees to notify the Company in the event that it becomes subject to a Bad Actor Event. Such notification shall be made within thirty (30) days of Purchaser obtaining such knowledge.

(q) Purchaser agrees to provide any certification requested by the Company to verify that it meets one of the definitions of an "accredited investor," as set forth in Rule 501 of Regulation D.

3. Setoff. Notwithstanding the provisions of the last preceding section or the enforceability thereof, the undersigned hereby grants to the Company the right to setoff against any amounts payable by the Company to the undersigned, for whatever reason, of any and all damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) which are incurred on account of or arising out of any of the items referred to in clauses (i) through (iii) of the last preceding section.

4. Restrictions on Transferability of Securities. Purchaser acknowledges that the securities have not been registered under the Securities Act, or any state blue sky laws and that the transferability of an interest in the securities is restricted by applicable federal and state securities laws as well as by the terms of the Operating Agreement.

The Securities Represented By This Document Have Not Been Registered Under The Securities Act Of 1933, As Amended (The "Securities Act"). The Class B Units May Be Sold Or Transferred Only If The Class B Units Are Registered Under The Securities Act Or The Company Receives An Opinion Of Counsel Satisfactory To It That An Exemption From Registration Is Available, subject to the Company's right to disallow a transfer for any reason in its sole discretion.

5. Transferability of Subscription Agreement. Purchaser agrees not to transfer or assign the obligations or duties contained in this Subscription Agreement, or any of Purchaser's interest herein.

6. Regulation D. Notwithstanding anything herein to the contrary, every person or entity who, in addition to or in lieu of Purchaser, is deemed to be a purchaser pursuant to Regulation D promulgated under the Securities Act, or otherwise, does hereby make and join in the making of all the covenants, representations and

warranties made by Purchaser.

7. Acceptance. Execution and delivery of this Subscription Agreement and tender of the payment referenced in Section 1 above shall constitute Purchaser's irrevocable offer to commit to purchase the securities indicated on the signature page hereof, which may be accepted or rejected by the Company in its discretion for any cause or for no cause. Acceptance of this offer by the Company shall be indicated by the execution hereof by the Company.

8. Binding Agreement. Purchaser agrees that Purchaser may not cancel, terminate, or revoke this Subscription Agreement or any agreement Purchaser makes hereunder, and that this Subscription Agreement shall survive upon the death or disability of Purchaser and shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, administrators, guardians, conservators, or personal representatives of Purchaser.

9. Incorporation by Reference. The statement of the number of securities subscribed and related information set forth on the signature page are incorporated as integral terms of this Subscription Agreement.

10. Notices. Notices and other communications under this Subscription Agreement shall be in writing and shall be deemed delivered when received or, if by U.S. mail, when deposited in a regularly maintained receptacle, by Certified First Class Mail, postage prepaid, addressed:

(a) if to Purchaser, at the address shown on the signature page hereof unless the Purchaser has advised the Company, in writing, of a different address as to which notices shall be sent under this Subscription Agreement; and

(b) if to the Company, at the address first above stated, to the attention of the Manager or to such other address or to the attention of other such officer, as the Company shall have furnished to Purchaser.

11. Legal Counsel. Purchaser has had the opportunity to consider the terms of this Subscription Agreement and the content of the Memorandum and the Operating Agreement with Purchaser's own legal counsel and has either obtained the advice of legal counsel in connection with Purchaser's execution hereof or does hereby expressly waive its right to seek such legal counsel in connection with this transaction.

12. Source and Use of Funds.

(a) Neither the Purchaser, nor any person having a direct or indirect beneficial interest in the Class B Units to be acquired, appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), nor are they otherwise a party with which the Company is prohibited to deal under the laws of the United States. The Purchaser further represents that the monies used to fund the investment in the Class B Units are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within: (i) any country under a U.S. embargo enforced by OFAC; (ii) that has been designated as a "non-cooperative country or territory" by the Financial Action Task Force on Money Laundering; or (iii) that has been designated by the U.S. Secretary of the Treasury as a "primary money-laundering concern."

(b) The Purchaser further represents and warrants that the Purchaser: (i) has conducted thorough due diligence with respect to all of its beneficial owners; (ii) has established the identities of all beneficial owners and the source of each of the beneficial owner's funds; and (iii) will retain evidence of any such identities, any such source of funds and any such due diligence.

(c) The Purchaser further represents that the Purchaser does not know or have any reason to suspect that: (i) the monies used to fund the Purchaser's investment in the Class B Units have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities; and (ii) the proceeds from the Purchaser's investment in the Class B Units will be used to finance any illegal activities.

(d) The Purchaser represents that in the event that it receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a "Non-U.S. Bank"), in connection with the Purchaser's investment in securities, such Non-U.S. Bank: (i) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities; (ii) employs one or more individuals on a full-time basis; (iii) maintains operating records related to its banking activities; (iv) is subject to inspection by the banking authority that licensed it to conduct banking activities; and (v) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

(e) The Purchaser further agrees and acknowledges that, among other remedial measures: (i) the Company may be obligated to "freeze the account" of such Purchaser, either by prohibiting additional investments by the Purchaser and/or segregating assets of the Purchaser in compliance with governmental regulations or if the Company determines in its sole discretion that such action is in the best interests of the Company; and (ii) the Company may be required to report such action or confidential information relating to the Purchaser (including, without limitation, disclosing the Purchaser's identity) to the regulatory authorities.

13. Miscellaneous. This Subscription Agreement, the Operating Agreement, and the documents and agreements referenced therein embody the entire agreement and understanding between the Company and the other parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. This Subscription Agreement does not entitle the undersigned to any rights as a holder of securities or as a member of the Company with respect to the securities purchasable hereunder for which payment hereunder has not been received by the Company. This Subscription Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Delaware. The headings in this Subscription Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. This Subscription Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

14. Subscription Payments. All subscription payments will be initially held in a non-interest bearing escrow account for the benefit of the Company and until the full offering amount of $17,000,000 has been reached (the "*Full Offering Amount*"). Upon the Full Offering Amount being met, subscription proceeds will be released and deposited directly into the Company's operating account. If the Full Offering Amount is not received by the Closing Date, the escrow agent will return deposited proceeds to the subscribing investors. Persons making subscriptions that are accepted will, upon receipt, promptly receive notice of their acceptance pending the subscription of the Full Offering Amount. Other subscriptions will be returned. All subscription payments should be forwarded to the Escrow Agent pursuant to separate instructions.

[Remainder of page blank intentionally; subscription signature page to follow]

IN WITNESS WHEREOF, Purchaser has executed this Subscription Agreement on this ___ day of _____, 2017.

SUBSCRIBER (1)	SUBSCRIBER (2)
_____	_____
Signature, Title, if applicable	Signature, Title if applicable
_____	_____
(Print Name of Subscriber)	(Print Name of Subscriber)
_____	_____
(Street Address)	(Street Address)
_____	_____
(City, State and Zip Code)	(City, State and Zip Code)
_____	_____
(Social Security or Tax Identification Number)	(Social Security or Tax Identification Number)

Dollar Amount for Class B Units $ _____

Dollar Amount included with Subscription Agreement $ _____

MANNER IN WHICH TITLE IS TO BE HELD:

☐ Community Property*	☐ Individual Property
☐ Joint Tenancy With Right of Survivorship*	☐ Separate Property
☐ Corporate or Company Owners **	☐ Tenants-in-Common*
☐ Pension or Profit Sharing Plan	☐ Tenants-in-Entirety*
☐ Trust or Fiduciary Capacity (trust documents must accompany this form)	☐ Keogh Plan
	☐ Individual Retirement Account
☐ Fiduciary for a Minor	☐ Other (Please indicate)

* Signature of all parties required

** In the case of a Company, state names of all members.

_____

Subscription accepted:
The Driven Ziggy, LLC, a Florida limited liability company,
By:_____
Printed Name: _____
Title: _____

Date:_____

[Subscription Signature Page]

THE DRIVEN ZIGGY, LLC

INVESTOR SUITABILITY QUESTIONNAIRE
FOR ENTITIES OTHER THAN NATURAL PERSONS

To: Prospective Purchasers of Class B membership interest units (the "securities" or "security" when used in the singular) of **The Driven Ziggy, LLC, a Florida limited liability company** (the "Company").

The purpose of this questionnaire is to solicit certain information regarding the financial status of the entity which proposes to purchase securities being offered by the Company to determine whether the entity is an "accredited investor", as defined under applicable federal and state securities laws. This questionnaire is not an offer to sell securities.

The Company is offering interests pursuant to Rule 506(d) of Regulation D of the Securities Act, which allows issuers to raise capital through general solicitation or general advertising, provided that: (1) all purchasers of the securities are accredited investors, and; (2) the issuer takes reasonable steps to verify that such purchasers are accredited investors.

Your answers will be kept as confidential as possible. You agree, however, that this questionnaire may be shown to such persons as the Company deems appropriate to determine accredited investor status including the Securities and Exchange Commission and various state securities boards and commissions.

PLEASE ANSWER ALL QUESTIONS COMPLETELY AND
EXECUTE THE SIGNATURE PAGE

A. Identification

1. Name of Prospective Purchaser: _____
2. Name of Broker or Selling Agent: _____
3. Prospective Purchaser Address: _____

   _____
4. Telephone Nos: (_____)_____(_____)_____
5. Email address: _____
6. Exact title to appear on document representing the securities:

   _____
7. Nature of Entity:

   [ ] Corporation
   [ ] General Partnership
   [ ] Limited liability Partnership
   [ ] Limited Liability Company
   [ ] Trust
   [ ] Individual Retirement Account
   [ ] Other _____

   State and Date of Legal Formation: _____

   If entity is a trust, name of trustee(s): _____

   _____

   Nature of Business: _____
8. Indicate whether the prospective purchaser is described by one or more of the following categories:

a. National or state bank, savings and loan association, building and loan association, cooperative bank, homestead association, or similar institution, which is supervised and examined by state or federal authority having supervision over any such institution:

[ ] Yes [ ] No

If yes, give nature of entity and jurisdiction under which it is chartered:

_____

b. Broker or dealer registered under Section 15 of the Securities Exchange Act of 1934: [ ]

Yes [ ]No

c. Insurance company which is subject to supervision by a state or federal agency: [ ]

Yes [ ] No

d. Investment company registered under Investment Company Act of 1940: [ ]

Yes [ ] No

e. Business development company as defined in the Investment Company Act of 1940: [ ]

Yes [ ] No

f. Licensed Small Business Investment Company: [

]Yes [ ]No

If yes, give license number: _____

g. Plan established and maintained by a state, its political subdivisions, or an agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000:

[ ]Yes [ ]No

h. Employee benefit plan qualified under the Internal Revenue Code of 1986, as amended, and under ERISA:

[ ]Yes [ ]No

If yes, is investment decision being made by a plan fiduciary which is a bank, savings and loan association, insurance company or registered investment advisor?

[ ]Yes [ ]No

Does the plan have total assets in excess of $5,000,000? [

]Yes [ ]No

If a self-directed plan, are investment decisions made solely by persons that are accredited investors?

[ ]Yes [ ]No

i. Private business development company as defined in the Investment Advisors Act of 1940:

[ ]Yes [ ]No

j. Charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code (whether or not IRS ruling obtained), as amended, not formed for the specific purpose of acquiring the securities in this offering, with total assets in excess of $5,000,000:

[ ]Yes [ ]No

k. Corporation, Massachusetts or similar business trust, limited liability company, or partnership, not formed for the specific purpose of acquiring the securities in this offering, with total assets in excess of $5,000,000:

[ ]Yes [ ]No

l. A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities in this offering:

[ ]Yes [ ]No

If yes, the person directing the purchase of securities in this offering must complete an additional questionnaire which may be obtained through the individual who provided this questionnaire.

m. An entity in which all of the equity owners meet at least one of the following requirements:

(i) come within one of the categories described in 6(a)-(k) above, [

]Yes [ ]No

(ii) is a director, executive officer, manager, member, or general member of the Company or the Manager of the Company or a director, executive officer, manager, member, or general member of the manager of the Company,

[ ]Yes [ ]No

(iii) is a natural person whose individual net worth (total assets, less equity in primary residence and less total liabilities) or joint net worth with that person's spouse exceeds $1,000,000, Note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, but excludes the positive equity of your principal residence; i.e., the fair market-value, less any mortgage pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and includes any incremental debt incurred by you or your spouse using your home as collateral in the sixty days prior to the date of the listed on the signature page herein and any debt secured by your home where the debt exceeds the current fair market value of your home.)

[ ]Yes [ ]No

(iv) is a natural person who had an individual income in excess of $200,000 in each of the two most recent years and who reasonably expects an income in excess of $200,000 in the current year, or

[ ]Yes [ ]No

(v) is a natural person who had joint income with that person's spouse in excess of $300,000 in each of the two most recent years and who reasonably expects a joint income in excess of $300,000 in the current year.

[ ]Yes [ ]No

[NOTE TO SECTION 6(l): For purposes of employee benefit or retirement plans, only mark "Yes" if all participants therein meet one of the enumerated requirements; for an IRA, only mark "Yes" if the participant meets one of the above requirements; for a trust, only mark "Yes" if the trust is revocable and all of the grantors meet one of the above requirements.]

If the answer to any portion of Question 6(l) is "Yes," please list all equity owners and the category in which they fall:

B. Bad Actor Provision

The undersigned represents and warrants that neither the Investor, any of its members, managers, shareholders, officers, directors, or other "covered persons" (as defined under Rule 506(d)) are currently subject to or involved in a "disqualifying event" as defined in Rule 506(d) of Regulation D of the Securities Act (a "***Bad Actor Event***"), nor have they been subject to or involved in a Bad Actor Event within the ten years preceding the date on the signature page of this questionnaire.

C. Prospective Investor's Representations

The information contained in this questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws, as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

DATED this ____day of _____, 20___.

Prospective Investor:

_____
Name of Entity

By: _____

_____
Print Name and Title

THE DRIVEN ZIGGY, LLC

INVESTOR SUITABILITY QUESTIONNAIRE FOR NATURAL PERSONS

To: Prospective Purchasers of Class B membership interest units (the "securities" or "security" when used in the singular) of The Driven Ziggy, LLC, a Florida limited liability company (the "Company").

The purpose of this questionnaire is to solicit certain information regarding your financial status to determine whether you are an "accredited investor", as defined under applicable federal and state securities laws, for purposes of your prospective purchase of securities offered by the Company. This questionnaire is not an offer to sell securities.

The Company is offering interests pursuant to Rule 506(c) of Regulation D of the Securities Act, which allows issuers to raise capital through general solicitation or general advertising, provided that: (1) all purchasers of the securities are accredited investors, and; (2) the issuer takes reasonable steps to verify that such purchasers are accredited investors.

Your answers will be kept as confidential as possible. You agree, however, that this questionnaire may be shown to such persons as the Company deems appropriate to determine accredited investor status including the United States Securities and Exchange Commission and various state securities boards and commissions.

PLEASE ANSWER ALL QUESTIONS COMPLETELY AND EXECUTE THE SIGNATURE PAGE

A. Personal

1. Name of Prospective Purchaser(s): _____
2. Name of Broker or Selling Agent: _____
3. Prospective Purchaser(s) Address(es): _____
4. Telephone Nos: (____)_____(____)_____
5. Email address: _____
6. Where are you registered to vote? _____
7. Date of Birth: _____
8. State of Citizenship: _____
9. Social Security or Tax Identification Number(s): _____

B. Income

1. Was your individual income from all sources during the two most recent years in excess of $200,000 per year?

   [ ]Yes [ ]No

2. Do you reasonably expect to reach the same income level during the current year?

   [ ]Yes [ ]No

OR

1. Was your joint income with your spouse from all sources during the two most recent years in excess of $300,000 per year?

   [ ]Yes [ ]No

2. Do you reasonably expect to reach the same income level with your spouse during the current year?

[ ]Yes [ ]No

C. Net Worth

1. Will your net worth as of the date you purchase the Company's securities, together with the net worth of your spouse, be in excess of $1,000,000? (Note that "net worth" includes all of the assets owned by you and your spouse in excess of total liabilities, but excludes the positive equity of your principal residence; i.e., the fair market-value, less any mortgage pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and includes any incremental debt incurred by you or your spouse using your home as collateral.)

[ ]Yes [ ]No

2. Did you incur any incremental debt using your home as the basis for the debt in the sixty days prior to the date of the listed on the signature page herein (Note: this includes home equity loans, refinancing arrangements, etc.).

[ ]Yes [ ]No

D. Affiliation with the Company

Are you a director, executive officer, or the Manager of the Company or are you a director, executive officer, or member of the Company?

[ ]Yes [ ]No

E. Bad Actor Provision

The undersigned represents and warrants that neither the Investor is currently subject to or involved in a "disqualifying event" as defined in Rule 506(d) of Regulation D of the Securities Act (a "Bad Actor Event"), nor have they been subject to or involved in a Bad Actor Event within the ten years preceding the date on the signature page of this questionnaire.

F. Prospective Investor's Representations

The information contained in this questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws, as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

DATED this ____day of _____, 20___.

Prospective Investor:

_____
Signature

_____
Signature (joint purchaser)

BAD ACTOR EVENTS QUESTIONAIRE

The following questions pertain to "Bad Actor Events" under Rule 506(d) of the Securities Act, which may trigger disqualification of a Rule 506 offering. Thus, it is important that any management individuals carefully consider and answer each question.

1. **Have you been convicted, within ten years before the sale of the securities (or five years, in the case of issuers, their predecessors and affiliated issuers), of any felony or misdemeanor:**

   - in connection with the purchase or sale of any security;
   - involving the making of any false filing with the Securities and Exchange Commission (the "***SEC***"); or
   - arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment advisor or paid solicitor of purchasers of securities?

   Yes. If yes, please explain:_____

   No.

2. **Are you subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the sale of the securities, that, at the time of such sale, restrains or enjoins you from engaging or continuing to engage in any conduct or practice:**

   - in connection with the purchase or sale of any security;
   - involving the making of any false filing with the SEC; or
   - arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities?

   Yes. If yes, please explain: _____

   No.

3. **Are you subject to a final order[1] of a state securities commission (or an agency of officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the Commodity Futures Trading Commission; or the National Credit Union Administration that:**

   - at the time of the sale of the securities, bars you from:
   - association with an entity regulated by such commission, authority, agency or officer;

[1] A "final order" is a written directive or declaratory statement issued by a federal or state agency described in Rule 506(d)(1)(iii) under the Securities Act under applicable statutory authority that provides for notice and an opportunity for a hearing, which constitutes a final disposition or action by that federal or state agency.

- engaging in the business of securities, insurance or banking; or
- engaging in savings association or credit union activities; or
- constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within ten years before the sale of the securities?

Yes. If yes, please explain:_____

No.

4. Are you subject to an order of the SEC entered pursuant to section 15(b) or 15B(c) of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*") or section 203(e) or 203(f) of the Advisers Act that, at the time of the sale of the securities:

- suspends or revokes your registration as a broker, dealer, municipal securities dealer or investment adviser;
- places limitations on the activities, functions or operations of, or imposes civil money penalties on, such person; or
- bars you from being associated with any entity or from participating in the offering of any penny stock?

Yes. If yes, please explain: _____

No.

5. Are you subject to any order of the SEC, entered within five years before the sale of the securities, that, at the time of such sale, orders you to cease and desist from committing or causing a future violation of:

- any scienter-based anti-fraud provision of the federal securities laws, including, but not limited to, Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, and Section 206(1) of the Advisers Act or any other rule or regulation thereunder; or
- Section 5 of the Securities Act.

Yes. If yes, please explain: _____

No.

6. Have you been suspended or expelled from membership in, or suspended or barred from association with a member of, a securities self-regulatory organization (e.g., a registered national securities exchange or a registered national or affiliated securities association) for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?

Yes. If yes, please explain: _____

No.

7. Have you filed (as a registrant or issuer), or were you named as an underwriter in any registration statement or Regulation A offering statement filed with the SEC that, within five years before the sale of the securities, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, at the time of the sale of the securities, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?

Yes. If yes, please explain: _____

No.

8. Are you subject to a United States Postal Service false representation order entered within five years before the sale of the securities, or are you, at the time of the sale of the securities, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?

Yes. If yes, please explain: _____

No.

DATED this ___day of _____, 20__.

Prospective Investor:

_____
Name of Individual (Entity)

By: _____ **Signature**

_____
Print Name and Title (if any)

EXHIBIT "C"

The Driven Ziggy, LLC - The Bezu - St. Petersburg, FL							
For Sale - Unit Mix Model		Units	% of Total	Sq. Ft	PSF	Per Unit	Total Sales
1br/1ba		14	58.33%	1,492	$ 517.14	$ 771,573	$ 10,802,020
2br/2ba		9	37.50%	3,320	$ 786.67	$ 2,611,744	$ 23,505,700
PH - 3b4/2ba		1	4.17%	5,363	$ 890.00	$ 4,773,070	$ 4,773,070
Total		24	100.00%				$ 39,080,790

Total Project Costs	$ 27,091,845
Capital Stack	
Class "A" Unit Holders	$ 828,715
Class "B" Unit Holders	$ 4,128,000
Available Deposit Funds	$ 3,712,675
Construction Loan	$ 18,422,455
	$ 27,091,845

TRANSACTION ABSORPTION & SALES CASH FLOW

Project Month	# Units		Contract Amount	Deposit Amount	Available For Use	Commission Due	Net Available For Use	Cumulative Net Available For Use
1								
2	2		$ 1,543,146	$ 339,492	$ 185,177	$ (38,579)	$ 146,599	$ 146,599
3	3		$ 2,314,719	$ 509,238	$ 277,766	$ (57,868)	$ 219,898	$ 366,497
4	5		$ 3,857,864	$ 848,730	$ 462,944	$ (96,447)	$ 366,497	$ 732,994
5	4		$ 3,086,292	$ 678,984	$ 370,355	$ (77,157)	$ 293,198	$ 1,026,192
6	3		$ 7,835,233	$ 1,723,751	$ 940,228	$ (195,881)	$ 744,347	$ 1,770,539
7	2		$ 5,223,489	$ 1,149,168	$ 626,819	$ (130,587)	$ 496,231	$ 2,266,771
8	2		$ 5,223,489	$ 1,149,168	$ 626,819	$ (130,587)	$ 496,231	$ 2,763,002
9	3		$ 9,996,559	$ 2,199,243	$ 1,199,587	$ (249,914)	$ 949,673	**$ 3,712,675**
	24		$ 39,080,790	$ 8,597,774	$ 4,689,695	$ (977,020)	**$ 3,712,675**	

Project Month	Closing Proceeds	Less Closing Comm & Costs	Net Closing Proceeds	Less Loan Curtailment	Net Cash Flow To Equity, Pref & Profit
28	$ 4,752,889	$ (457,055)	$ 4,295,834	$ (6,447,859)	$ (2,152,025)
29	$ 7,051,224	$ (576,382)	$ 6,474,842	$ (7,368,982)	$ (894,140)
30	$ 22,586,982	$ (1,073,941)	$ 21,513,041	$ (4,605,614)	$ 16,907,428
	$ 34,391,095		$ -	$ 18,422,455	$ 13,861,262

EXHIBIT "C"

MEMBERSHIP UNIT DISTRIBUTIONS

				Class "B" Distributions						Class "A" Distributions								
Month	Class "B" Capital Account Balance	Pref Due	Accrued Pref	Capital Returned	Pref Paid	Profit Share	Gross IRR 26.50% Class "B" Cash Flows	LESS Servicer Fee 1.50%	Net IRR 26.27% Class "B" Cash Flows	Class "A" Capital Account Balance	Pref Due	Accrued Pref	Capital Returned	Pref Paid	Profit Share	Gross IRR 79.63% Class "A" Cash Flows	LESS Servicer Fee 1.50%	Net IRR 79.10% Class "A" Cash Flows
0	$ 4,128,000	$ -	$ -	$ -	$ -	$ -	$ (4,128,000)		$ (4,128,000)	$ 828,715	$ -	$ -	$ -	$ -	$ -	$ (828,715)		$ (828,715)
1	$ 4,128,000	$ 30,960	$ 30,960	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 6,215	$ -	$ -	$ -	$ -	$ -	$ -
2	$ 4,128,000	$ 30,960	$ 61,920	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 12,431	$ -	$ -	$ -	$ -	$ -	$ -
3	$ 4,128,000	$ 30,960	$ 92,880	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 18,646	$ -	$ -	$ -	$ -	$ -	$ -
4	$ 4,128,000	$ 30,960	$ 123,840	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 24,861	$ -	$ -	$ -	$ -	$ -	$ -
5	$ 4,128,000	$ 30,960	$ 154,800	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 31,077	$ -	$ -	$ -	$ -	$ -	$ -
6	$ 4,128,000	$ 30,960	$ 185,760	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 37,292	$ -	$ -	$ -	$ -	$ -	$ -
7	$ 4,128,000	$ 30,960	$ 216,720	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 43,508	$ -	$ -	$ -	$ -	$ -	$ -
8	$ 4,128,000	$ 30,960	$ 247,680	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 49,723	$ -	$ -	$ -	$ -	$ -	$ -
9	$ 4,128,000	$ 30,960	$ 278,640	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 55,938	$ -	$ -	$ -	$ -	$ -	$ -
10	$ 4,128,000	$ 30,960	$ 309,600	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 62,154	$ -	$ -	$ -	$ -	$ -	$ -
11	$ 4,128,000	$ 30,960	$ 340,560	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 68,369	$ -	$ -	$ -	$ -	$ -	$ -
12	$ 4,128,000	$ 30,960	$ 371,520	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 74,584	$ -	$ -	$ -	$ -	$ -	$ -
13	$ 4,128,000	$ 30,960	$ 402,480	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 80,800	$ -	$ -	$ -	$ -	$ -	$ -
14	$ 4,128,000	$ 30,960	$ 433,440	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 87,015	$ -	$ -	$ -	$ -	$ -	$ -
15	$ 4,128,000	$ 30,960	$ 464,400	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 93,230	$ -	$ -	$ -	$ -	$ -	$ -
16	$ 4,128,000	$ 30,960	$ 495,360	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 99,446	$ -	$ -	$ -	$ -	$ -	$ -
17	$ 4,128,000	$ 30,960	$ 526,320	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 105,661	$ -	$ -	$ -	$ -	$ -	$ -
18	$ 4,128,000	$ 30,960	$ 557,280	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 111,877	$ -	$ -	$ -	$ -	$ -	$ -
19	$ 4,128,000	$ 30,960	$ 588,240	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 118,092	$ -	$ -	$ -	$ -	$ -	$ -
20	$ 4,128,000	$ 30,960	$ 619,200	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 124,307	$ -	$ -	$ -	$ -	$ -	$ -
21	$ 4,128,000	$ 30,960	$ 650,160	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 130,523	$ -	$ -	$ -	$ -	$ -	$ -
22	$ 4,128,000	$ 30,960	$ 681,120	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 136,738	$ -	$ -	$ -	$ -	$ -	$ -
23	$ 4,128,000	$ 30,960	$ 712,080	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 142,953	$ -	$ -	$ -	$ -	$ -	$ -
24	$ 4,128,000	$ 30,960	$ 743,040	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 149,169	$ -	$ -	$ -	$ -	$ -	$ -
25	$ 4,128,000	$ 30,960	$ 774,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 155,384	$ -	$ -	$ -	$ -	$ -	$ -
26	$ 4,128,000	$ 30,960	$ 804,960	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 161,599	$ -	$ -	$ -	$ -	$ -	$ -
27	$ 4,128,000	$ 30,960	$ 835,920	$ -	$ -	$ -	$ -	$ -	$ -	$ 828,715	$ 6,215	$ 167,815	$ -	$ -	$ -	$ -	$ -	$ -
28	$ 4,128,000	$ 30,960	$ 866,880	$ -	$ -	$ (1,244,545)	$ (1,244,545)	$ -	$ (1,244,545)	$ 828,715	$ 6,215	$ 174,030	$ -	$ -	$ (907,481)	$ (907,481)	$ -	$ (907,481)
29	$ 4,128,000	$ 30,960	$ 897,840	$ -	$ -	$ (517,093)	$ (517,093)	$ -	$ (517,093)	$ 828,715	$ 6,215	$ 180,246	$ -	$ -	$ (377,047)	$ (377,047)	$ -	$ (377,047)
30	$ -	$ 30,960	$ 928,800	$ 4,128,000	$ 928,800	$ 4,720,989	$ 9,777,790	$ 44,390	$ 9,733,399	$ -	$ 6,215	$ 186,461	$ 828,715	$ 186,461	$ 6,114,462	$ 7,129,638	$ 72,449	$ 7,057,189
				$ 4,128,000	$ 928,800	$ 2,959,351	$ 3,888,151	$ 44,390	$ 3,843,761				$ 828,715	$ 186,461	$ 4,829,935	$ 5,016,396	$ 72,449	$ 4,943,947
								Total Net Return	$ 3,843,761							Total Net Return		$ 4,943,947

Projected Distribution Summary			
	Class A	Class B	Total
Capital Returned	$ 828,715	$ 4,128,000	$ 4,956,715
Pref paid	$ 186,461	$ 928,800	$ 1,115,261
Profit Share	$ 4,829,935	$ 2,959,351	$ 7,789,286
	$ 5,845,111	$ 8,016,152	$13,861,262