

**OPERATING AGREEMENT**  
**OF**  
**CMG 258418, LLC**

This **OPERATING AGREEMENT** ("Operating Agreement") is entered into this \_\_\_\_ day of March, 2016, by and between CMGMD530F, LLC, a Florida limited liability company, NEAL PFEIFFER, TRUSTEE OF THE GLOBAL FOOD INDUSTRIES, INC., PROFIT SHARING AND EMPLOYEES' SAVINGS PLAN, PHOENIX RISINGS, LLC, a Florida limited liability company, CHRIS GURCIULLO, JEFFREY A. GIDNEY, and CINNAMON INVESTMENTS, LTD., a Florida limited partnership, (collectively hereinafter the "Members"), and CMG 258418, LLC, a Florida Limited Liability Company (the "Company").

**BACKGROUND**

WHEREAS, Articles of Organizations for the Company were filed on March 23, 2016, effective March 23, 2016, with the Office of the Florida Department of State in order to form the Company as a Florida Limited Liability Company pursuant to the provisions of Chapter 608, Florida Statutes;

WHEREAS, pursuant to such Articles of Organization, the business and management of the Company are to be conducted in accordance with such Articles; and

WHEREAS, the Members desire to enter into this Operating Agreement in order to formalize the terms and conditions that will regulate and govern the operation and management of the Company and regulate and govern the respective rights and obligations of the Members with respect to the Company,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each member, the parties hereby agree as follows:

**SECTION I**  
**DEFINED TERMS**

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

"Act" means the Florida Limited Liability Company Act, as amended from time to time.

"Agreement" means this Operating Agreement, as amended from time to time.

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

"Department of State" means the Florida Department of State.

"Interest" means a Member's share of the Profits and Losses of, and the right to receive distributions from, the Company,

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

"Involuntary Withdrawal" means, the occurrence of any of the following events:

- (i) A Member makes an assignment for the benefit of creditors;
- (ii) A Member files a voluntary petition of bankruptcy; or
- (iii) A Member is adjudged bankrupt or insolvent or there is entered against Member an order for relief in any bankruptcy or insolvency proceeding.

"Manager" means the Person who is appointed by the Members to manager the Company.

"Member" means each Person that is a party to this Operating Agreement on the date hereof and any Person who subsequently is admitted as a member of the Company.

"Membership Rights" means all of the rights of a Member in the Company, including a Member's:  
(i) interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of and vote on matters coming before the Company.

"Negative Capital Account" means a Capital Account with a balance less than zero.

"Net Cash Flow" means monies available from the operation of the Company for any twelve (12) month period ending December 31st without deduction for depreciation, amortization or any other non-cash expenses, but after deducting monies used to pay or establish a reserve for all other expenses, debt payments, improvements and repairs related to the operation and administration of the Company.

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

"Positive Capital Account" means a Capital Account with a balance greater than zero.

"Profit" and "Loss" means, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with the Code.

"Successor" means all Persons to whom all or any part of an Interest is transferred either because of: (i) the sale or gift by a Member of all or any part of such Member's Interest to a person described in Code Section 267(c)(4); (ii) an assignment of a Member's Interest due to a Member's Involuntary Withdrawal; (iii) a transfer as provided in Section 6 of this Operating Agreement; or (iv) because a Member dies and the Person or Persons who are to receive such Member's interests are the persons described in Code Section 267(c)(4).

"Transfer" means, as a noun, a transaction by which a Member or Assignee assigns all or any portion of a Membership Interest or any interest therein to another person, and includes a sale, assignment, gift, bequest, pledge, encumbrance, hypothecation, mortgage, exchange, distribution from a trust, or any other disposition, "Transfer" means, as a verb, to voluntarily or involuntarily enter into a transaction described above as a Transfer.

"Treasury Regulation" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Withdrawal" means a Member's dissociation from the Company by any means.

## SECTION II ORGANIZATION

2.1. **Organization.** The Members hereby organize a limited liability company pursuant to the Act and the provisions of this Operating Agreement and, for that purpose, hereby ratify the Articles of Organization that have been prepared, executed and filed with the Department of State as provided above.

2.2. **Name of the Company.** The name of the Company shall be "CMG 258418, LLC." The Company may do business under that name and under any other name or names upon which the Members may, in such Members' sole discretion, determine. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a fictitious name registration as required by law.

2.3. **Purpose.** The Company is formed for the specific purpose of purchasing that certain Raytheon Aircraft Company, Model Hawker 800XP, Serial No.: 258418, Registration No.: N516TH; Engine(s): Honeywell model TFE731-5BR-1H, Serial Number(s): P107376 and P107377 (the "Aircraft"), and for all incidental and lawful business related thereto. The Company shall have the authority to do all things necessary or appropriate to accomplish and operate its business as described in this Article.

2.4. **Term.** The term of the Company began upon the acceptance of the Articles of Organization by the Department of State and its duration shall be unlimited unless its existence is terminated pursuant to Section VII of this Operating Agreement.

2.5. **Principal Office.** The principal office of the Company shall be located at [REDACTED] or at any other place that the Members, by mutual agreement, determine.

2.6. **Registered Agent/Registered Office.** The name and street address of the Company's registered agent and registered office in the State of Florida shall be Weitz & Schwartz, P.A., [REDACTED].

2.7. **Members.** The names, present mailing addresses, the percentage ownership Interest of the initial Members of the Company, and the amount of the capital contribution of each are set forth on Exhibit "A" attached hereto and incorporated herein by reference. As additional disproportionate capital contributions are made by the Members as provided herein, Exhibit "A" shall be amended to set forth the percentage ownership Interest of the Members.

## SECTION III CAPITAL; CAPITAL ACCOUNTS

3.1. **Initial Capital Contributions.** Upon the execution of this Agreement, the Members shall contribute to the Company cash in the amounts respectively set forth on Schedule A, including any escrow payments paid prior to the closing on the purchase of the Aircraft.

3.2. **Additional Capital Contributions.** Upon the agreement of all of the Members, each Member may be required to contribute additional capital to the Company from time to time, provided that such capital is in the discretion of the Manager as necessary for the operation, maintenance, repair or replacement of any property, real or personal, or intangible owned by the Company. All such contributions shall be in accordance with the percentage interest of such Member as set forth on Exhibit "A." A failure or refusal of any Member to make the required additional contribution may result in a dilution of that Member's percentage ownership interest and shall entitle the Members to require that said Member's interest be transferred to another

or new Member as provided in Section 6.2 below. No Member shall have any personal liability for any obligations of the Company.

3.3. **Capital Account.** The Capital Account of a Member shall be determined and maintained in accordance with the rules of Treasury Regulation Section 1.704-1 (b)(2)(iv) and, to the extent consistent therewith, each Member's Capital Account shall be increased by: (a) the amount of money contributed by such Member to the Company; (b) the fair market value of any property contributed by such Member to the Company (net of any liabilities securing such contributed property that the Company is considered to assume or take subject to under Code Section 752); (c) allocations to such Member of income or gain (including tax exempt income) but excluding any income or gain described in Treasury Section 1.704-1 (b)(4)(i); and (d) the amount of liabilities assumed by such Member or secured by any property owned by the Company distributed to such Member other than the liabilities referred to in paragraph (f) below. Each Member's Capital Account shall be decreased by: (e) the amount of any money distributed to such Member by the Company; (f) the fair market value of any property distributed to such Member by the Company (net of any liabilities securing such distributed property that such Member is considered to assume or take subject to pursuant to Code Section 752); (g) the amount of losses, costs and expenses allocated to such Member; (h) allocations to such Member of the expenditures of the Company described in Code Section 705(a)(2)(B); and (i) the amount of any liabilities of such Member assumed by the Company or secured by any property such Member contributes to the Company other than liabilities referred to in paragraph (b) above.

The above computations for a Member's Capital Account shall be subject to other adjustments as may be required under the Code and Treasury Regulations there under, and each Member's Capital Account is to be determined and maintained at all times in strict accordance with all of the provisions of the Treasury Regulations under Code Section 704. A Member's Capital Account may, under certain circumstances, be an amount less than zero. Generally, a transferee of a Member's Interest shall succeed to the Capital Account relating to the Interest transferred.

3.4 **Limitations in Return of Capital.** No Member shall be entitled to demand or receive property other than cash in return for his capital contribution to the Company, and no Member shall have the right to sue for a partition of the Company's properties and no Member shall have any priority over any other Member as to any Company distributions or to the return of his contributions to the Company's capital.

3.5 **Compliance with Treasury Regulations.** The provisions of this Operating Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-J (b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Managing determines that it is prudent to modify the manner in which the Capital Accounts or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the Managing may make such modifications provided that it is not likely to have a material effect on the amounts distributable to any Member upon the dissolution and liquidation of the Company. The Managing shall have the authority, in its sole discretion, to make any appropriate modifications if events might otherwise cause this Operating Agreement not to comply with Treasury Regulation Section 1.704-1 (b).

3.6 **Negative Capital Accounts.** No Member shall be required to pay to the Company or any other Member any deficit or negative balance which may exist for time to time in such Member's Capital Account. However, if any Member with a Negative Capital Account unexpectedly receives any adjustment, allocation or distribution described in Treasury Regulations Section 1.704-1 (b)(2)(ii)(d)(4), (5) or (6), then Company items of income and gains shall be specifically allocated to such Member in an amount and manner sufficient to eliminate the deficit in said Member's Capital Account created by such adjustment, allocation or distribution as quickly as possible. The Company and the Members intend that the provisions set forth in the prior sentence will constitute a "qualified income offset" as described in Treasury Regulations Section 1.704-1 (b)(2)(ii)(d).

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

4.1. Distributions of Cash Flow. The Net Cash Flow, as it is available to the Company, shall be distributed by the Manager to the Members in proportion to their respective Interests, subject to all applicable Treasury Regulations.

4.2. Allocation of Profit or Loss. All Profit or Loss shall be allocated to the Members in proportion to their respective Interests.

4.3. Liquidation and Dissolution. Upon the sale of the Aircraft all cash held by the Company, after paying all debts, liabilities and obligations of the Company (including establishing any necessary reserves), shall be distributed to the Members in accordance with their positive Capital Account balances (adjusted for all distributions and allocations pursuant to Section 3 for all periods ending on or before the date of the distribution) shall be distributed to the Members and the Company shall be dissolved in accordance with Section VII below.

4.4. Allocation for a Transfer of an Interest. If an Interest is transferred during a fiscal year of the Company, the Company's taxable year shall not close with respect to that Interest, Instead, all profits and losses otherwise attributable to such Interest for the entire taxable year shall be apportioned between the assigning Member and his assignee on the basis of the number of days the Member and his assignee was the holder of record during the fiscal year.

4.5. Tax Allocation. In accordance with Code Section 704(c) and the Treasury Regulations there under, federal income tax items generated with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members in a manner so as to take into account any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value at the time of such contribution. If the Members' Capital Accounts are adjusted because of any of the events described in Treasury Regulation Section 1.704-1 (b)(2)(iv)(f), subsequent allocations of federal income tax items with respect to the assets giving rise to such adjustment shall take into account any variation between the adjusted basis of such assets and their fair market value at the time of the adjustment in the same manner as provided under Code Section 704(c) and the Treasury Regulations there under.

**SECTION V  
MANAGEMENT: RIGHTS, POWERS, AND DUTIES**

5.1 (a) The Company shall be manager managed and its initial Manager is Chemtov Mortgage Group Corp., a Florida corporation, which may be referred to hereinafter as the "Manager".

(b) The Manager may from time to time, with the prior written consent of the Members, delegate certain management and administrative functions to individuals with such titles as it selects, including without limitation the titles of Chairman, President, Vice President, Treasurer and Secretary, to act on behalf of the Company with such power and authority as the Manager may delegate to any such Person from time to time. In the absence of specific written authority or in the event there is any issue or doubt as to an officer's scope of authority and ability to bind the Company in accordance with this Agreement, it shall be presumed such officer has the same powers, duties and rights as an officer of a Florida corporation with the same corresponding title.

(c) Any officer of the Company may resign at any time by giving at least thirty (30) days written notice to the Manager (or such shorter period acceptable to the Manager), and any officer may be removed at any time, with or without cause, by the Manager. Unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective.

5.1 Powers of the Manager. Except as otherwise provided in the Articles or this Agreement, the day to day management of the Company and its administrative authority is reserved exclusively to the Manager. The Manager shall have full, exclusive and complete discretion, right, power and authority to manage, control and make all decisions affecting the business and affairs of the Company and to do or cause to be done any and all acts, at the expense of the Company on the terms provided herein, deemed by the Manager to be necessary or appropriate to effectuate the business, purposes and objectives of the Company as set forth in this Agreement; provided however that any decisions related to the terms of any lease, sale or other disposition of the Company's Aircraft shall require the written consent of the Members. Without limiting the generality of the foregoing, the Manager, either acting for itself or through one or more of the Company's officers properly authorized by the Manager, shall have the power and authority to execute all documents or instruments, perform all duties and powers and do all things for and on behalf of the Company in all matters necessary, desirable, convenient or incidental to the business of the Company. The actions of the Manager when taken in accordance with this Agreement, shall bind the Company.

5.2 Reliance by Third Parties. Any Person dealing with the Company or the Manager may rely upon a certificate signed by the Manager as to:

(i) the existence and identity of the Manager, the Company's officers or any Company Member;

(ii) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Manager, or a Company officer, or in any other manner relating to the affairs of the Company;

(iii) the officers or other Persons who are authorized to execute and deliver any instrument or document of or on behalf of the Company; or

(iv) any act or failure to act by the Company or as to any other matter whatsoever involving the Manager, the Company, one or more of its officers, or any Member.

5.4 Compensation. None of the Members or Manager shall be entitled to any compensation for services rendered to the Company.

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

5.6 Establishment of Officers.

5.6.1 The Manager shall have the right to establish officers who shall have the authority to sign documents on behalf of the Company such that such documents when signed in their official capacity shall be binding and enforceable on the Company.

5.6.2 The officers that may be created by the Manager may include a President, Vice President, Secretary and Treasurer. The duties and authority of such officers shall be as follows:

President: Powers and Duties. The President shall be the chief executive officer of the Company and shall have general supervision of the business of the Company. He shall preside at all meetings of the Members of the Company and discharge the duties of a presiding officer, shall present at each annual meeting of the Members a report of the business of the Company for the preceding fiscal year, and shall perform whatever other duties the Manager may from time to time prescribe.

Vice President: Powers and Duties. The Vice President, if created, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. He or she also shall perform whatever duties and have whatever powers the Manager may from time to time assign to the Vice President.

Secretary: Powers and Duties. The Secretary, if created, shall attend all meetings of the Members and shall keep or cause to be kept a true and complete record of the proceedings of those meetings. The Secretary shall give, or cause to be given, notice of all meetings of the Members and shall perform whatever additional duties the President may from time to time prescribe.

Treasurer: Powers and Duties. The Treasurer shall have custody of company funds and securities. The treasurer shall keep full and accurate accounts of receipts and disbursements and shall deposit all Company monies and other valuable effects in the name and to the credit of the Company in a depository or depositories designated by the Manager. The Treasurer shall disburse the funds of the Company and shall render to the President or the Members an account of the transactions as Treasurer and of the financial condition of the Company.

Whenever an officer is absent or whenever for any reason and the Manager may deem it desirable the Manager may delegate the powers and duties of an officer to any other officer or officers.

#### 5.7 Liability and Indemnification.

5.7.1 Neither the Manager nor any officer of the Company shall be liable, responsible, or accountable, in damages or otherwise, to the Company for any act performed by such Manager with respect to Company matters, except for fraud, willful misconduct or gross negligence.

5.5.2 Except as limited by law and subject to the provisions of this Section, the Company shall indemnify each Manager and officer of the Company for any act performed by such Manager or such officer with respect to Company matters, except for fraud, willful misconduct or gross negligence. The rights of indemnification provided in this Section will be in addition to any rights to which a Manager may otherwise be entitled by contract or as a matter of law and will extend to his or her successors and assigns.

5.8 Voting. Any action required to be taken by the Manager which requires the written consent of the Members shall require the affirmative vote of all of the Members. All other actions by the Members shall require a majority vote of the Members, with each Member having a vote equal to the percentage interest of the Member.

5.9 Replacement of Manager. By the affirmative vote of all Members, with or without cause, a new Manager may be appointed either as a substitute or successor to the Manager.

### SECTION VI TRANSFER OF INTERESTS AND WITHDRAWAL OF THE MEMBER

6.1. Transfers by Member. Any Member may transfer his interest in the Company, in whole or in part, with the express written consent upon the vote of the Members, provided that each new Member shall be required to execute a Joinder Agreement substantially in the form attached hereto as Exhibit B. Upon delivery

of the Joinder Agreement, the new Member shall be deemed listed as such on the books and records of the Company and the Capital Accounts of the Members shall be adjusted accordingly.

6.2. Transfer to a Successor. In the event of any Transfer of all or any part of the Member's Interest to a Successor, the Successor shall thereupon become a Member upon executing the Joinder Agreement and the Company shall be continued.

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

7.1. Events of Dissolution. The Company shall be dissolved upon the agreement of the Members, or at the election of any Member if the Company ceases to do business.

7.2. Procedure for Winding Up and Dissolution. If the Company is dissolved, the affairs of the Company shall be wound up. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company in satisfaction of the liabilities of the Company; next to the Members in accordance with their positive Capital Account balances (adjusted for all distributions and allocations pursuant to Section 3 for all periods ending on or before the date of the distribution).

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

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

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

8.2. Books and Records. The Manager shall keep or cause to be kept complete and accurate books and records of the Company with supporting documentation of the transactions with respect to the conduct of the Company's business. The books and records, if any, shall be maintained in accordance with sound accounting principles and practices and the Members shall be provided with periodic statements, no less frequently than quarterly, of all cash flow and distributions.

8.3. Annual Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Members, by mutual agreement, subject to the requirements and limitations of the Code.

## **SECTION IX MISCELLANEOUS PROVISIONS**

9.1. Integration. This Operating Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof. No amendment, modification, or alteration of the terms of this Operating Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly adopted by the Members, as provided herein.

9.2. Severability. If any term or provisions hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or enforceability of the remainder of this Operating Agreement.

9.3. Applicable Law and Binding Effect. This Operating Agreement and the application or interpretation hereof shall exclusively be governed by and construed in accordance with the laws of the State of Florida and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and assigns.

9.4. Execution in Counterparts. This Operating Agreement and any amendment hereto may be executed in any number of counterparts, either by the parties hereto or their duly authorized attorney-in- fact, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

9.5. Descriptive Headings. The captions included herein are for administrative convenience only and shall not be considered in interpreting any of the terms or provisions of this Operating Agreement.

The undersigned Members have entered into this Operating Agreement on the day and date first set forth above.

**MEMBERS:**

CMGMD530F, LLC, a Florida limited liability company,

BY:  CHEMTOV MORTGAGE GROUP  
CORP., a Florida corporation, its Manager,

BY: \_\_\_\_\_  
Shawn Chemtov, President

GLOBAL FOOD INDUSTRIES, INC.,  
PROFIT SHARING AND EMPLOYEES'  
SAVINGS PLAN

BY:  \_\_\_\_\_  
Neal Pfeiffer, Trustee

Phoenix Risings, LLC, a Florida limited liability company,

BY: \_\_\_\_\_  
Ted Myerson, Manager

9.2. Severability. If any term or provisions hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or enforceability of the remainder of this Operating Agreement.

9.3. Applicable Law and Binding Effect. This Operating Agreement and the application or interpretation hereof shall exclusively be governed by and construed in accordance with the laws of the State of Florida and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and assigns.

9.4. Execution in Counterparts. This Operating Agreement and any amendment hereto may be executed in any number of counterparts, either by the parties hereto or their duly authorized attorney-in- fact, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

9.5. Descriptive Headings. The captions included herein are for administrative convenience only and shall not be considered in interpreting any of the terms or provisions of this Operating Agreement.

The undersigned Members have entered into this Operating Agreement on the day and date first set forth above.

**MEMBERS:**

CMGMD530F, LLC, a Florida limited liability company,

BY: CHEMTOV MORTGAGE GROUP  
CORP., a Florida corporation, its Manager,

BY: \_\_\_\_\_  
Shawn Chemtov, President

GLOBAL FOOD INDUSTRIES, INC.,  
PROFIT SHARING AND EMPLOYEES'  
SAVINGS PLAN

BY:  \_\_\_\_\_  
Neal Pfeiffer, Trustee

Phoenix Risings, LLC, a Florida limited liability company,

BY: \_\_\_\_\_  
Ted Myerson, Manager

9.2. Severability. If any term or provisions hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or enforceability of the remainder of this Operating Agreement.

9.3. Applicable Law and Binding Effect. This Operating Agreement and the application or interpretation hereof shall exclusively be governed by and construed in accordance with the laws of the State of Florida and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and assigns.

9.4. Execution in Counterparts. This Operating Agreement and any amendment hereto may be executed in any number of counterparts, either by the parties hereto or their duly authorized attorney-in- fact, with the same effect as if all parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

9.5. Descriptive Headings. The captions included herein are for administrative convenience only and shall not be considered in interpreting any of the terms or provisions of this Operating Agreement.

The undersigned Members have entered into this Operating Agreement on the day and date first set forth above.

**MEMBERS:**

CMGMD530F, LLC, a Florida limited liability company,

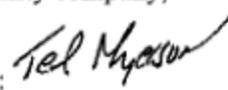
BY: CHEMTOV MORTGAGE GROUP  
CORP., a Florida corporation, its Manager,

BY: \_\_\_\_\_  
Shawn Chemtov, President

GLOBAL FOOD INDUSTRIES, INC.,  
PROFIT SHARING AND EMPLOYEES'  
SAVINGS PLAN

BY: \_\_\_\_\_  
Neal Pfeiffer, Trustee

Phoenix Risings, LLC, a Florida limited liability company,

BY: 

\_\_\_\_\_  
Ted Myerson, Manager

  
Chris Gurciullo

\_\_\_\_\_  
Jeffrey A. Gidney

Cinnamon Investments, LTD., a Florida  
limited partnership,

BY: LJT, LLC, a Florida corporation,  
its General Partner,

BY: \_\_\_\_\_  
L. James Teper, Trustee of the  
Revocable Trust Dated 6/13/11,  
its Manager

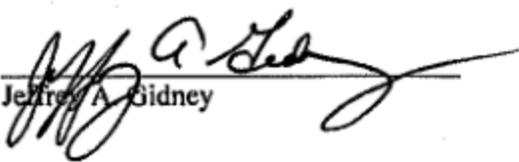
**COMPANY:**

CMG 258418, LLC, a Florida limited liability  
company,

BY CHEMTOV MORTGAGE GROUP  
CORP., a Florida corporation, its Manager

BY: \_\_\_\_\_  
Shawn Chemtov, President

Chris Gurciullo

  
Jeffrey A. Bidney

Cinnamon Investments, LTD., a Florida  
limited partnership,

BY: LJT, LLC, a Florida corporation,  
its General Partner,

BY: \_\_\_\_\_  
L. James Teper, Trustee of the  
Revocable Trust Dated 6/13/11,  
its Manager

**COMPANY:**

CMG 258418, LLC, a Florida limited liability  
company,

BY CHEMTOV MORTGAGE GROUP  
CORP., a Florida corporation, its Manager

BY: \_\_\_\_\_  
Shawn Chemtov, President

\_\_\_\_\_  
Chris Gurciullo

\_\_\_\_\_  
Jeffrey A. Gidney

Cinnamon Investments, LTD., a Florida  
limited partnership,

BY: LJT, LLC, a Florida corporation,  
its General Partner,

BY: L. James Teper  
L. James Teper, Trustee of the  
Revocable Trust Dated 6/13/11,  
its Manager

**COMPANY:**

CMG 258418, LLC, a Florida limited liability  
company,

BY CHEMTOV MORTGAGE GROUP  
CORP., a Florida corporation, its Manager

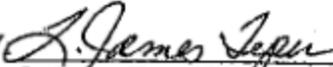
BY: \_\_\_\_\_  
Shawn Chemtov, President

\_\_\_\_\_  
Chris Gurciullo

\_\_\_\_\_  
Jeffrey A. Gidney

Cinnamon Investments, LTD., a Florida  
limited partnership,

BY: LJT, LLC, a Florida corporation,  
its General Partner,

BY:   
L. James Teper, Trustee of the  
Revocable Trust Dated 6/13/11,  
its Manager

**COMPANY:**

CMG 258418, LLC, a Florida limited liability  
company,

BY CHEMTOV MORTGAGE GROUP  
CORP., a Florida corporation, its Manager

BY:   
Shawn Chemtov, President

**EXHIBIT "A"**

<b>Name</b>	<b>Percentage of Interest</b>	<b>Initial Capital Contribution</b>
CMGMD530F, LLC	37.5%	\$300,000.00
GLOBAL FOOD INDUSTRIES, INC., PROFIT SHARING AND EMPLOYEES' SAVINGS PLAN	25%	\$200,000.00
PHOENIX RISINGS, LLC	12.5%	\$100,000.00
CHRIS GURCIULLO	12.5%	\$100,000.00
JEFFREY A. GIDNEY	6.25%	\$50,000.00
CINNAMON INVESTMENTS, LTD.	6.25%	\$50,000.00

**EXHIBIT "B"**

**JOINDER AGREEMENT**

Reference is hereby made to the Operating Agreement, dated as of the 24<sup>th</sup> day of March, 2016, as amended from time to time (the "LLC Agreement"), among CMG 258418, LLC, a company organized under the laws of Florida (the "Company") and [EXISTING MEMBERS]. Pursuant to and in accordance with the provisions of the LLC Agreement, the undersigned hereby acknowledges that it has received and reviewed a complete copy of the LLC Agreement and agrees that upon execution of this Joinder, such Person shall become a party to the LLC Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the LLC Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

Capitalized terms used herein without definition shall have the meanings ascribed thereto in the LLC Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of [DATE].

[NEW MEMBER]

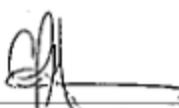
By   
Name: Chris Gurciullo  
Title: Member

EXHIBIT "B"

JOINDER AGREEMENT

Reference is hereby made to the Operating Agreement, dated as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, as amended from time to time (the "LLC Agreement"), among CMG 258418, LLC, a company organized under the laws of Florida (the "Company") and [EXISTING MEMBERS]. Pursuant to and in accordance with the provisions of the LLC Agreement, the undersigned hereby acknowledges that it has received and reviewed a complete copy of the LLC Agreement and agrees that upon execution of this Joinder, such Person shall become a party to the LLC Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the LLC Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

Capitalized terms used herein without definition shall have the meanings ascribed thereto in the LLC Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of [DATE].

[NEW MEMBER]

By L. James Lopez  
Name: L. JAMES FEJER  
Title: CINNAMON INVESTMENTS  
MT, LLC. Trustee