

| | | | |
|--|---|---|--|
| Potomac | Reston | Bethesda | Park Potomac |
| 7745 Tuckerman Lane Potomac, MD 20854 | 1428 N. Point Village Ctr Reston, VA 20194 | 4611-A Sangamore Road Bethesda, MD 20816 | 12505 Park Potomac Avenue Potomac, MD 20854 |
| 301-296-6168 | 703-689-4894 | 301-347-6830 | 301-284-8702 |

November 11, 2024

Brazilian Naval Commission in Washington

Re: BID process n° 11/2024

Bidder Identification Information:

Gregorio's At Sumner Place, LLC

4611-A Sangamore Rd.

Bethesda, MD 20816

301-347-6830

FED ID #84-2049545

Representative: Tarcisio Marcelo Alves de Melo

Contact Information: melo@gregoriostrattoria.com



Managing Partner: Gregory Kahn

Contact Information: gregory@gregoriostrattoria.com

Administration: Anne Donovan

Contact Information: admin@gregoriostrattoria.com

EM BRANCO

MARYLAND
Commercial Driver's License

CDL

12/16/1988

15051CAZ7

Family name
MARCELO ALVES DE MELO

Given names
TARCISIO

Address

Date of birth: **12/16/1988** Sex: **M** Height: **6'02"** Weight: **172** Date of exp: **12/16/2031**

Classification: **A** Endorsements: Date of issue: **10/03/2023**

MWA



Driving in Maryland implies consent to chemical testing for intoxication as required by law. Longer license suspensions may result from refusal to be tested.

Class:
A - Any combination of vehicles with GVWR 26,001/more pounds, towing trailer(s) 10,001/more pounds. Any single vehicle, EXCEPT motorcycles (Endorsement Required for Passenger Vehicles).

Restriction(s):
NONE

1008415575

Maryland Department of Transportation
MDOT

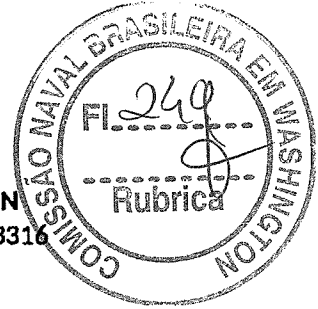
Maxine Meyer

EM BRANCO



MINISTRY OF DEFENSE
BRAZILIAN NAVY

BRAZILIAN NAVAL COMMISSION IN WASHINGTON
5130 MacArthur Blvd., NW, Washington, DC 20016-3316



TECHNICAL INSPECTION FORM

The Brazilian Naval Commission in Washington certifies that the undersigned Legal Representative conducted a technical visit to the facilities related to the BID PROCESS 11/2024, to gather all information and conditions for the execution of the project.

Brazilian Naval Commission in Washington:

Date: 11 / 12 / 2024

Printed Name: ANDRÉ LUIZ PINHO GADELHA

Signature: André Luiz Pinho Gadelha

Legal Representative of the Company:

Company: Gregorio's Tréboria Restaurants

Printed Name: TARCÍSIO MELO

Identification Number: 84-2049545

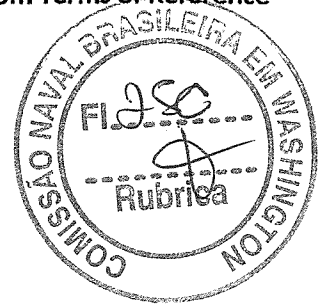
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**MINISTRY OF DEFENSE
BRAZILIAN NAVY**

BRAZILIAN NAVAL COMMISSION IN WASHINGTON
5130 MacArthur Blvd., NW, Washington, DC 20016-3316



BASE MENU - MENU SUGGESTIONS BY TYPE

TYPE A - PREMIUM MENU

| COURSE | OPTIONS |
|------------------------|--|
| STARTERS | <ul style="list-style-type: none"> • Caprese Salad; • Seafood Salada; • Cobb Salad; • Egg Salada; • Ceaser Salad; • Quinoa Salad; • Potato Soup; or • Vegetable Soup. |
| MAIN COURSE | <ul style="list-style-type: none"> • Cod Casserole; • Grilled Beef Tenderloin with Mushroom and Caramel sauce; • Grilled New York Strip; • Salmon with Caper Sauce; • Premium Fish, considering market prices and offers, including seasonal offerings; • Traditional dishes from Brazilian regions, such as: Typical Brazilian Feijoada, Dobradinha, Beef Ribs with Watercress, Tropeiro Beans and Bobo - Schrimp typical dish. |
| SIDE DISHES | <ul style="list-style-type: none"> • Rice (70% - white and 30% - bronw) or pasta (lasagna, fettuccine, spaghetti, with different fillings and sauces) |
| ADDITIONAL SIDE DISHES | <ul style="list-style-type: none"> • Fried Cassava sticks; • French fries; • Mashed Potatoes; or • Steamed Vegetables. |
| DESSERT | <ul style="list-style-type: none"> • Fruits; • Fruits Salad with Cream; • Ice Cream; • Dulce de Leche; • Fruit/Chocolate Mousse; • Pudding; • Guava Paste with White Cheese (Romeo and Juliet); • Cheesecake; or • Cake. |
| JUICE | <ul style="list-style-type: none"> • - Soft Drinks or Juice (orange, apple, passion fruit, cashew, or grape, etc.) |

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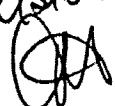
Tarcisio Alho
[Signature]

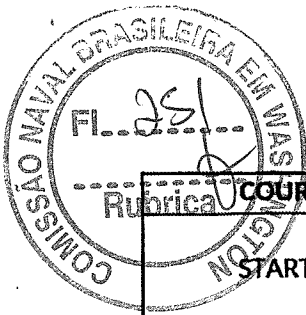
TYPE B - STANDARD (INTERMEDIATE) MENU

| COURSE | OPTIONS |
|------------------------|---|
| STARTERS | <ul style="list-style-type: none"> • Caprese Salad; • Seafood Salada; • Cobb Salad; • Egg Salada; • Caeser Salad; • Quinoa Salad; • Potato Soup; or • Vegetable Soup. |
| MAIN COURSE | <ul style="list-style-type: none"> • - Steak; • Chicken Fillet with different sauces; or • Beef/Chicken stroganoff. |
| SIDE DISHES | <ul style="list-style-type: none"> • Rice (white - 70% and brown - 30%; • Black or brown beans. |
| ADDITIONAL SIDE DISHES | <ul style="list-style-type: none"> • Fried Cassava; • French Fries; • Mashed Potatoes; • Sauteed Potatoes; • Spaghetti; or • Steamed Vegetables. |
| DESSERT | <ul style="list-style-type: none"> • Fruits; • Fruits Salad with Cream; • Ice Cream; • Dulce de Leche; • Fruit/Chocolate Mousse; • Pudding; • Guava Paste with White Cheese (Romeo and Juliet); • Cheesecake; or • Cake. |
| JUICE | <ul style="list-style-type: none"> • - Juice (orange, apple, passion fruit, cashew, or grape, etc.). |

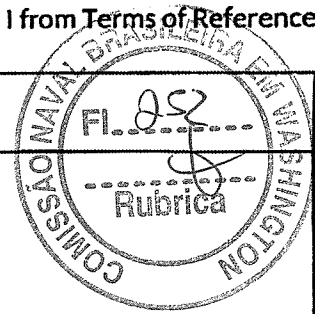
TYPE C - BASIC MENU

| COURSE | OPTIONS |
|-------------|---|
| STARTERS | <ul style="list-style-type: none"> • Caprese Salad; • Seafood Salada; • Cobb Salad; • Egg Salada; • Caeser Salad; • Quinoa Salad; • Potato Soup; or • Vegetable Soup. |
| MAIN COURSE | <ul style="list-style-type: none"> • Beef; • Pork Chops; • Grilled or Fried Fish Fillet; or • Meat or Cheese and Ham Lasagna. |

TARCISIO ALVES




| | |
|------------------------|---|
| SIDE DISHES | <ul style="list-style-type: none"> • Rice (white - 70% and brown - 30%; • Black or brown beans. |
| ADDITIONAL SIDE DISHES | <ul style="list-style-type: none"> • Fried Cassava; • French Fries; • Mashed Potatoes; • Sauteed Potatoes; • Spaghetti; or • Steamed Vegetables. |
| DESSERT | <ul style="list-style-type: none"> • Fruits; • Fruits Salad with Cream; • Ice Cream; • Dulce de Leche; • Fruit/Chocolate Mousse; • Pudding; • Guava Paste with White Cheese (Romeo and Juliet); • Cheesecake; or • Cake. |
| JUICE | <ul style="list-style-type: none"> • Juice (orange, apple, passion fruit, cashew, or grape, etc.). |

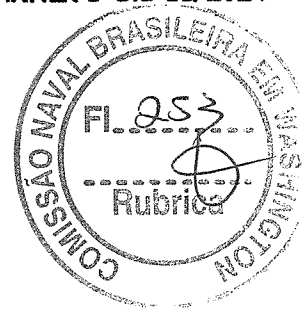
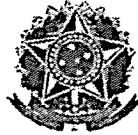


Note: The menus are suggestions of dishes that are examples and not an exhaustive list, considered only for the purpose of parameterization with Brazilian cuisine.

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EM BRANCO



**MINISTRY OF DEFENSE
BRAZILIAN NAVY
BRAZILIAN NAVAL COMMISSION IN WASHINGTON
5130 MacArthur Blvd., NW, Washington, DC 20016-3316**

PRICE PROPOSAL

1 - Company Information

| | |
|-----------------------|-----------------------------|
| Company Name | Gregorio's Trattoria |
| Representative's Name | Tarcisio Melo |
| Identification Number | 84-204 9545/11 |
| E-mail address | Melo@gregoriostrattoria.com |
| Telephone number | (202) 746 8353 |

2 - Guidelines

- a) The quantity presented as the estimated daily amount of food does not indicate any future commitment from the Brazilian Naval Commission; it is merely an estimate.
- b) The quoted service will include all costs arising from the execution of the Service, whether direct or indirect, and it is not limited to the following: all inputs such as taxes, salaries, social contributions, expenses, insurance, labor compensation, civil liability, labor and social security obligations, taxes, administrative fees, equipment, material, and all other necessary elements for the full compliance with the contract's purpose.

3 - Price Proposal

For the purpose of Price proposal - the reference price will be the Average Price based on meal (per capita) as shown below.

Daily Cost - The daily cost is based on 51 meals, considering the quantities mentioned in item 4.2.11 and in Appendix I of the Terms of Reference, which should be taken into consideration for the elaboration of the estimated total value of the contract, however should not be used for the average price calculation.

| ITEM | MENU TYPES | MEAL COST PER CAPITA | AVERAGE PRICE |
|------|------------------------|----------------------|---------------|
| 1 | TYPE A - PREMIUM MENU | \$ 35.90 | \$ 29.90 |
| 2 | TYPE B - STANDARD MENU | \$ 30.90 | |
| 3 | TYPE C - BASIC MENU | \$ 25.90 | |

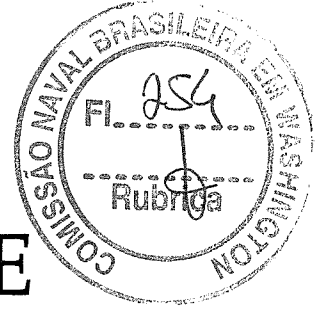
AVERAGE PRICE = [(Type A x 1) + (Type B x 2) + (Type C x 2)] / 5

Printed name of the representative: TARCISIO de Melo

Representative's signature:

Date: 11/11/24

EM BRANCO



FOOD SERVICE FACILITY LICENSE

This Certifies That

**GREGORIO'S AT SUMNER PLACE LLC
12009 TRAILRIDGE RD
POTOMAC, MD 20854**

is licensed to operate a Food Service Facility at:

**GREGORIO'S AT SUMNER
4611-A SANGAMORE ROAD
BETHESDA, MD 20816**

This license is issued under the authority of Chapter 15, of the Montgomery County Code, 1994, as amended and COMAR 10.15.03.

Conditions:

Raymond L. Crowel, Psy. D., Director

Catering No:

Expiration Date: 01/31/2025

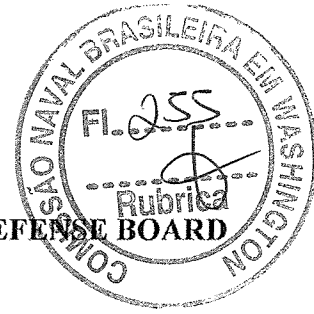
License No: 39948

Type: C

This license is not transferable, must be conspicuously posted on the premises, and renewed prior to the expiration date.

EM BRANCO

BRAZILIAN DELEGATION AT THE INTER-AMERICAN DEFENSE BOARD



LETTER OF RECOMMENDATION

Date: November 11, 2024

To Whom It May Concern,

It is with great pleasure that the Brazilian Delegation at the Inter-American Defense Board (RBJID) submits this letter of recommendation for *Gregorio's Trattoria*, located at 4611-a Sangamore Rd, Bethesda, MD 20816.

Throughout the year 2024, *Gregorio's Trattoria* provided catering services for institutional events held by the RBJID. We are pleased to report that the catering services rendered were consistently of high quality, efficiently, punctually, and professionally meeting all of our demands and requirements.

The team at *Gregorio's Trattoria* demonstrated a strong commitment to excellence, delivering a catering experience that was thoroughly enjoyed by all of our guests and staff.

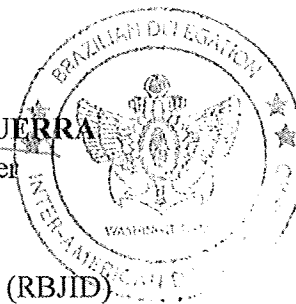
Additionally, we would like to highlight the ethical conduct and level of dedication displayed by the *Gregorio's Trattoria* team under the management of Mr. Tarcísio Melo. The customer service was always carried out in a courteous, efficient, and discreet manner, which was essential to the success of our events.

Therefore, we wholeheartedly recommend *Gregorio's Trattoria* to any other institution or company in need of high-quality catering services, provided by competent and dedicated professionals.

We remain at your disposal for any additional information or clarifications you may require.

Sincerely,


JOÃO PAULO DINIZ GUERRA
Administrative Officer



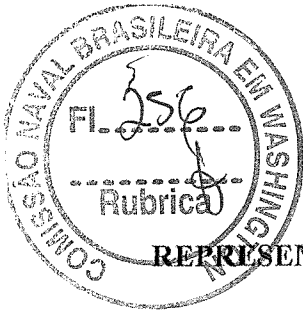
Brazilian Delegation at the Inter-American Defense Board (RBJID)

4400 Jenifer Street NW,

Washington D.C. 20015

Phone: +1 (202) 686-1503

Email: adm.rbjid@defesa.gov.br



REPRESENTAÇÃO DO BRASIL NA JUNTA INTERAMERICANA DE DEFESA

CARTA DE RECOMENDAÇÃO

Data: 11 de novembro de 2024

À quem possa interessar,

É com grande satisfação que a Representação do Brasil na Junta Interamericana de Defesa (RBJID) se dirige a esta carta de recomendação à *Gregorio's Trattoria*, localizada em 4611-a Sangamore Rd, Bethesda, MD 20816.

Durante o ano de 2024, a *Gregorio's Trattoria* prestou serviços de catering em eventos institucionais para a RBJID. Temos o prazer de informar que os serviços prestados foram consistentemente de alta qualidade, atendendo com eficiência, pontualidade e profissionalismo a todas as nossas demandas e requisitos.

A equipe da *Gregorio's Trattoria* demonstrou compromisso com a excelência, oferecendo uma experiência gastronômica que agradou todos os nossos convidados e funcionários.

Adicionalmente, destacamos a postura ética e o nível de comprometimento da equipe da *Gregorio's Trattoria* sob a gerência do Sr Tarcísio Melo. O atendimento ao cliente sempre foi feito de maneira cordial, eficiente e com a máxima discrição, o que foi crucial para o sucesso dos nossos eventos.

Pelo exposto, recomendamos sem reservas a *Gregorio's Trattoria* para qualquer outra instituição pública brasileira ou empresa que necessite de serviços de catering de qualidade, com profissionais competentes e dedicados.

Estamos à disposição para quaisquer esclarecimentos adicionais que se façam necessários.

Atenciosamente,

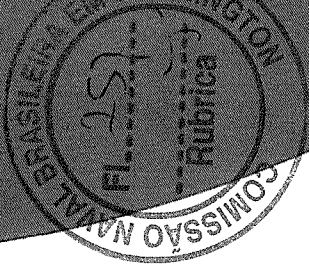

JOÃO PAULO DINIZ GUERRA
Assessor Administrativo



Representação do Brasil na Junta Interamericana de Defesa (RBJID)
4400 Jenifer Street NW,
Washington D.C. 20015

Telefone: +1 (202) 686-1503
E-mail: adm.rbjid@defesa.gov.br

ServSafe
National Restaurant Association



ServSafe® CERTIFICATION

TARCISIO ALVES DE MELO

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the ANSI (American National Standards Institute) National Accreditation Board (ANAB)-Conference for Food Protection (CFP).

25612412

CERTIFICATE NUMBER

4/25/2024

DATE OF EXAMINATION

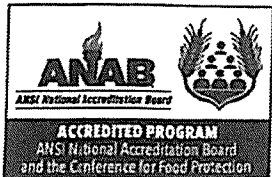
Local laws apply. Check with your local regulatory agency for recertification requirements.

5640

EXAM FORM NUMBER

4/25/2029

DATE OF EXPIRATION



#0655

Sherman Brown
Executive Vice President, Business Services



In accordance with Maritime Labour Convention 2006, Resolution ADM N 06B-2013 (Regulation J.2, Standard A3.2).

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This document cannot be reproduced or altered.

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@nraef.org

EM BRANCO

**OPERATING AGREEMENT
OF
GREGORIO'S AT SUMNER PLACE, LLC, LLC**



A Maryland Limited Liability Company

This Operating Agreement of Gregorio's at Sumner Place, LLC, a Maryland limited liability company (the "Company"), is entered into and made effective as of the 5th day of June, 2020 (the "Effective Date") by and among Donald and Hinda Kahn (husband and wife), and Gregory Kahn, being all of the members of the Company, pursuant to the provisions of the Maryland Limited Liability Company Act.

RECITALS

A. The Company was formed pursuant to a Articles of Organization filed with the Maryland State Department of Assessments and Taxation on June 5, 2020.

B. The Members and the Company desire to set forth the terms and conditions under which they will operate the Company.

Now, therefore, in consideration of the mutual agreements contained herein, the Members agree as follows:

**ARTICLE 1
ESSENTIAL TERMS**

1.1 Operating Agreement. The Members hereby execute and enter into this Operating Agreement as the Operating Agreement of the Company.

1.2 Name. The name of the Company is "Gregorio's at Sumner Place, LLC." The Company may do business under one or more different names by complying with the applicable fictitious or assumed business name statutes and procedures.

1.3 Purpose. The purpose and business of the Company is to own and operate one or more restaurants and to conduct any lawful business activities necessary, incidental, related or desirable to the foregoing.

1.4 Term. The Company's existence began on June 5, 2020 when the Articles were filed with the SDAT and shall continue until terminated in accordance with the provisions of this Agreement or the Act.

1.5 Offices of the Company. The principal place of business of the Company shall be located at 12009 Trailridge Drive, Potomac, Maryland 20854, or at such other place as the Manager may designate from time to time.



Registered Agent and Office. The registered agent of the Company is Donald Kahn whose address is 12009 Trailridge Drive, Potomac, Maryland 20854. The Manager shall have the right at any time and from time to time to change the registered agent of the Company.

1.7 Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in or any right to use or possess such property in its individual name or right.

1.8 Definitions. As used in this Operating Agreement, unless the context otherwise requires, capitalized terms shall have the meanings given to them in Exhibit B attached hereto.

ARTICLE 2 MEMBERS; ADDITIONAL MEMBERS

2.1 Members; Company Records. The Company shall maintain true, accurate and complete records of each and every Person, and the address and number of Units held by each such Person, who (a) has been admitted as a Member in the Company and who has not ceased to be a Member, and/or (b) is an Assignee of Units. The Members and Assignees in the Company and the number of Units owned by each shall be determined from such records maintained by the Company.

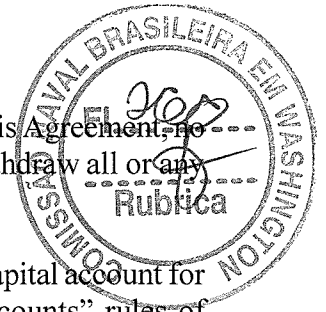
2.2 Members. The names, addresses, Units and cumulative capital contributions of the Members as of the Effective Date are set forth on Exhibit A attached. As of the Effective Date, there are no other members of the Company or holders of Units in the Company, and there are no parties that have options to acquire Units in the Company.

2.3 Additional Members. The Manager shall have the power and authority at any time and from time to time to issue Units (and/or option to purchase Units) and to admit one or more Persons as additional Members in the Company on such terms and conditions as the Manager may determine.

ARTICLE 3 CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

3.1 Capital Contributions as of the Effective Date. The cumulative amount contributed by each Member to the capital of the Company as of the Effective Date is set forth opposite his name under the heading "Capital Contributions" on Exhibit A attached.

3.2 Additional Capital Contributions, Loans and/or Advances. Except as expressly provided in this Agreement and agreed to in writing by the respective Member or Assignee, no Member or Assignee shall be required to make any additional contribution, loan or advance to the Company.



3.3 Return of and Interest on Capital. Except as expressly provided in this Agreement, no Member or Assignee shall have any right to demand or receive the return of or withdraw all or any part of his capital contributions or to receive interest with respect thereto.

3.4 Capital Accounts. The Company shall maintain a single separate capital account for each Member and Assignee in accordance with the “maintenance of capital accounts” rules of Section 1.704-1(b)(2)(iv) of the Regulations and any successor regulation or regulations.

3.5 No Obligation to Restore Deficit in Capital Account. Notwithstanding any provision of this Agreement or of applicable law, no Member or Assignee shall have any duty, liability or obligation whatsoever at any time to make any contribution or advance to the Company to restore all or any portion of a deficit balance in such Member’s or Assignee’s Capital Account.

3.6 Liquidating Distributions. No Member or Assignee shall have the right to demand or receive property other than cash upon the liquidation of the Company or his Units in the Company.

ARTICLE 4
MEMBER LOANS

4.1 Loans from Members.

With respect to any needs of the Company for working capital as may be determined to exist by the Manager from time to time (“Working Capital Needs”), any Member may (in his sole discretion) make a Member Loan to the Company for all or any portion of the Company’s Working Capital Needs, subject to the approval of the Manager. If more than one Member desires to make a Member Loan, and the total of such proposed Member Loans exceeds the Company’s Working Capital Needs, then the lending Members shall make such Member Loans in individual amounts proportionate to their respective Units, in an aggregate amount not to exceed the Company’s Working Capital Needs, or upon other mutually agreeable terms.

ARTICLE 5
ALLOCATIONS OF INCOME AND LOSSES

5.1 Net Income and Net Losses. After giving effect to the special allocations set forth in Section 5.2, Net Income and Net Losses for each Fiscal Year and other period shall be allocated to the Members and Assignees in proportion to their Member’s Percentages.

5.2 Special Allocations. The provisions of this Section 5.2 shall apply notwithstanding any other provision of this Article 5.

(a) Notwithstanding any other provision of this Article 5, any item of Company loss, deduction or Section 705(a)(2)(B) Expenditures that are attributable to a partner nonrecourse



liability (as defined in Section 1.704-2(i)(2) of the Regulations) shall be allocated to the Member(s) or Assignee(s) who bear the economic risk of loss for such liability in the time and manner described in Section 1.704-2(i) of the Regulations and any successor regulations.

(b) Notwithstanding any other provision of this Article 5 other than Section 5.2(a), if there is a net decrease in Minimum Gain for any Fiscal Year or other period, each Member and Assignee shall be specially allocated items of Company income and gain for such Fiscal Year or other period (and, if necessary, subsequent Fiscal Years and other periods) in an amount equal to such Person's share of the net decrease in Minimum Gain determined in accordance with Section 1.704-2(g) of the Regulations and any successor regulations. Allocations pursuant to the immediately preceding sentence shall be made in proportion to the respective amounts required to be allocated to Member and Assignee pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Section 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.2(b) is intended to comply with the minimum gain chargeback requirement set forth in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

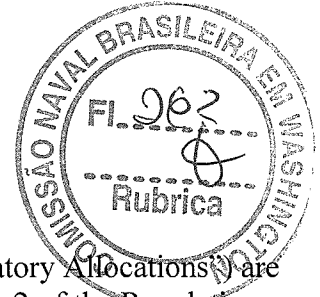
(c) Except as provided in Section 5.2(a) and (b), in the event a Member or Assignee unexpectedly receives an adjustment, allocation, or distribution described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5), or Section 1.704-1(b)(2)(ii)(d)(6) in any Fiscal Year or other period and such Member or Assignee has an Adjusted Capital Account Deficit, then items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such Fiscal Year or other period) for such Fiscal Year or other period (and, if necessary, for subsequent Fiscal Years and other periods) shall be allocated to such Member or Assignee in an amount and manner sufficient to eliminate such excess as quickly as possible. It is the intent of the parties that this Section 5.2(c) constitute a "qualified income offset" under Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

5.3 Federal Income Tax Allocations.

(a) Except as required by Section 704(c) of the Code or its Regulations, the Company shall allocate its tax items in the same manner and in the same percentages as the book items are allocated in accordance with this Article 5.

(b) Income, gain, loss and deduction with respect to any property contributed to the Company by a Member or Assignee shall be allocated among the Members and Assignees so as to take account of any variation between the basis of such property to the Company for federal income tax purposes and its agreed fair market value at the time of contribution. Such allocations shall be made using any reasonable method that is consistent with the purpose of Section 704(c) of the Code and selected by the Manager.

(c) The Manager shall make all elections or other decisions relating to such allocations in any manner that reasonably reflects the purposes and intention of this Agreement.



5.4 Other Allocation Rules.

(a) The allocations set forth in this Article 5 (the “Regulatory Allocations”) are intended to comply with the requirements of Sections 1.704-1(b) and 1.704-2 of the Regulations. The Regulatory Allocations may not be consistent with the manner in which the Members intend to divide Company distributions. Accordingly, the Manager is authorized to divide other allocations of Net Income, Net Losses and other items among the Members so as to prevent the Regulatory Allocations from distorting the manner in which Company distributions will be divided among the Members pursuant to this Agreement. The Manager shall have discretion to accomplish this result in any reasonable manner.

(b) If additional or substitute Members are admitted to the Company (or additional Persons acquire Units in the Company) or the Members’ Percentages are adjusted or change during any Fiscal Year or other period, the Net Income, Net Losses and all other items allocated to the Members and Assignees for such Fiscal Year or other period shall be allocated among the Members and Assignees in proportion to the Member’s Percentage each Member and Assignee holds from time to time during such Fiscal Year and in accordance with Section 706 of the Code, using any convention permitted by law or Regulations and selected by the Manager.

(c) For purposes of determining the Net Income, Net Losses or any other items allocable to any period, Net Income, Net Losses and all other items shall be determined on a daily, monthly or other basis as the Manager may determine using any permissible method under Section 706 of the Code and its Regulations.

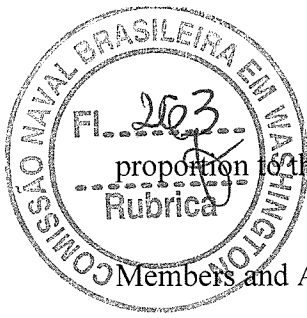
(d) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction and any other allocations not otherwise provided for shall be divided among the Members and Assignees in the same proportions as they share Net Income or Net Losses, as the case may be, for the Fiscal Year or other period during which the item(s) arise.

ARTICLE 6 DISTRIBUTIONS

6.1 Cash from Operations.

(a) Cash from Operations for each Fiscal Year or other period shall be distributed in the following order of priority:

(i) First, to discharge, to the extent required by any lender or creditor, any debt or obligation of the Company, including loans of or advances from Members and Assignees; and



(ii) Second, the balance, if any, to the Members and Assignees in proportion to their respective Members' Percentages.

(b) Cash from Operations may (but shall not be required to) be distributed to the Members and Assignees at such times and in such amounts as the Manager may determine.

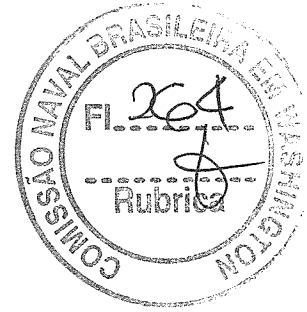
6.2 Amounts Withheld By Law. Any amount withheld and paid over to any government authority by the Company pursuant to the Code or any provision of applicable federal, state or local law with respect to any payment, distribution or allocation to any Member or Assignee shall be treated for all purposes of this Agreement as an amount distributed to such Member or Assignee pursuant to this Article 6. The Company is authorized to withhold from payments, distributions and allocations to a Member or Assignee and to pay over to the applicable federal, state or local government any amounts required to be so withheld by the Code or any provision of applicable federal, state or local law.

6.3 Distributions to Pay Taxes. To the extent that it may lawfully do so, the Company shall make quarterly distributions of cash to each Member in an aggregate amount for each taxable year of the Company which is not less than the federal and state income taxes payable by the Member on account of the income of the Company that is taxable to him, assuming that all such income will be taxed at the highest rate applicable to the type of income involved. All distributions pursuant to this Section shall be treated as advance distributions of Cash from Operations pursuant to Section 6.1(a)(ii) and the immediately succeeding distributions pursuant to Section 6.1(a)(ii) shall be adjusted to account for distributions pursuant to this Section.

6.4 Distributions in Kind. Except as provided in the Articles or this Agreement, no Member or Assignee, regardless of the nature of his contributions to the Company, shall have any right to demand or receive any distribution from the Company in any form other than cash.

6.5 Other Distributions. No Member or Assignee, including a resigning or withdrawing Member, shall have the right to any distribution from the Company except as expressly provided herein.

ARTICLE 7
MANAGEMENT OF THE COMPANY



7.1 Management by Manager.

(a) The Members hereby delegate full and exclusive power, authority and responsibility for managing and operating the Company to its manager (the “Manager”). The Manager shall serve in his designated capacity until his death or incapacity, or notification from the Manager that he desires to resign as a manager. Except as expressly restricted by the Articles or this Agreement, the Manager shall have and may exercise all of the rights, powers and authority necessary, proper, convenient or advisable to effectuate and carry out the purposes, business and objectives of the Company including, without limitation, the rights, powers and authority to:

(i) acquire, hold, manage, lease, sell, exchange, grant options for the purchase or sale, and otherwise dispose of the assets of the Company (except substantially all the assets of the Company) at such price or amount, for cash, securities or other property and upon such terms as the Manager deems to be in the best interest of the Company;

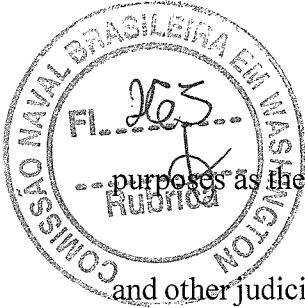
(ii) borrow money and, if security is required therefor, to subject to any security device any portion or all of the assets of the Company, to obtain replacements of any security device, and to prepay, in whole or in part, refinance, recast, increase, renew, modify, consolidate, or extend any borrowing or security device;

(iii) deposit, withdraw, invest, pay, retain and distribute the Company’s funds as the Manager deems to be in the best interest of the Company;

(iv) enter into, execute, and carry out any and all contracts, agreements, documents, certifications, and instruments and to do and perform all such other things as may be in furtherance of Company purposes or necessary or appropriate to the conduct of Company activities including, but not limited to, deeds, deeds of trust, mortgages, leases (whether or not extending beyond the date of dissolution of the Company) and any other form of conveyance or assignment of any interest in real or personal property;

(v) appoint agents to perform such duties in furtherance of the business and purpose of the Company as may be assigned by the Manager;

(vi) employ, engage or retain, at the expense of the Company, such Persons to perform such services as the Manager deems necessary or advisable for the operation of the business and affairs of the Company and to pay to such Persons compensation as the Manager shall reasonably determine;



(vii) cause the Company to create reserves in such amounts and for such purposes as the Manager deems to be in the best interests of the Company;

(viii) institute, prosecute, defend, settle, compromise, and dismiss lawsuits and other judicial or administrative proceedings brought by or in behalf of, or against, the Company or the Members in connection with activities arising out of or incidental to the business and affairs of the Company, and to engage counsel or others in connection therewith;

(ix) arbitrate and consent to arbitrate any dispute or controversy affecting the business of the Company;

(x) assign, transfer, pledge, compromise or release any claims owed or debts to the Company;

(xi) make any and all elections for federal, state, and local tax purposes;

(xii) prepare, attach hereto and forward to each Member and Assignee an amended Exhibit A each time there is a change in the information contained thereon including without limitation a change in such information resulting from the admission or substitution of a Member or Assignee, the withdraw of a Member and the transfer of any Membership Interest;

(xiii) carry out any other activities necessary or incidental to the accomplishment of the purposes and business of the Company; and

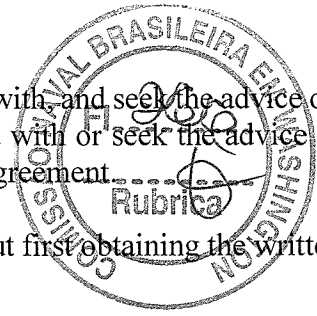
(xiv) execute, acknowledge, and deliver any and all instruments which may be deemed necessary or convenient to effect the foregoing.

(b) Donald Kahn shall be the initial Manager and shall hold such office until the earlier of: (i) his death or incapacity, or (ii) he notifies the other Members in writing that he desires to resign as Manager. At such time as Donald Kahn ceases to be Manager, Gregory Kahn shall become Co-Manager of the Company. In the event that Gregory Kahn is not living, or has been declared legally incompetent, at such time as Donald Kahn ceases to be Manager, then Hinda Kahn shall serve as sole Manager of the Company.

(c) The Manager shall appoint such officers as he shall deem necessary, and such officers shall perform such duties as may, from time to time, be assigned to him or her by the Manager.

(d) Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Manager to manage and operate the business and affairs of the Company as set forth herein.

(e) Although the Manager will endeavor to consult with and seek the advice of, all Members, the Manager shall have no duty or obligation to consult with or seek the advice or consent of any of the Members except as expressly required by this Agreement.



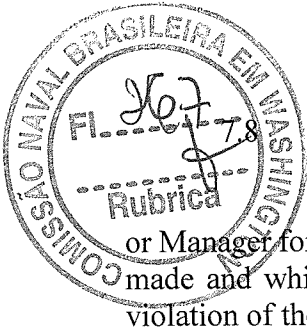
7.2 Matters Requiring the Consent of all Members. Without first obtaining the written consent of all Members, no Member or Manager may:

- (a) change the business purpose of the Company;
- (b) amend this Operating Agreement except as permitted by Section 16 below;
- (c) do any act in contravention of this Agreement;
- (d) possess or in any manner deal with the assets of the Company or assigning the rights of the Company in such assets for other than Company purposes;
- (e) perform any act (other than an act required by this Agreement or any act taken in good faith reliance upon an opinion of counsel) that would, at the time such act occurred, subject any Member to liability for the debts, liabilities or obligations of the Company; or
- (f) commingle the funds of the Company with the funds of any other Person.

7.5 Dealings with Company. Any Member or Manager and any Affiliate of a Member or Manager shall have the right to contract and otherwise deal with the Company for the sale of goods to, or the rendition of services for, the Company but only if (a) compensation paid or promised for such goods or services is at commercially reasonable and competitive rates; (b) the goods and services contracted for shall be reasonable for and necessary to the Company; and (c) the fees, terms and other conditions of the provision of goods and services shall be at least as favorable to the Company as would be obtainable in any arm's-length transaction.

7.6 Time Devoted to Business. The Manager shall devote such time to the business and affairs of the Company as he shall reasonably determine is necessary to fulfill his duties under this Agreement, shall use his good faith efforts to promote the success of the Company's business and shall cooperate fully with the other Members in the advancement of the best interests of the Company.

7.7 Expenses Incurred By a Manager. The Manager may charge to the Company and the Company shall pay or reimburse the Manager for all ordinary and necessary costs and expenses, direct and indirect, attributable to the activities, conduct and management of the business and affairs of the Company.



Liability of Members and Manager.

(a) No Member or Manager shall be liable to the Company or any other Member or Manager for or as a result of any act, omission or error in judgment which was taken, omitted or made and which does not constitute gross negligence, fraud, willful misconduct or a knowing violation of the criminal law.

(b) No Member or Manager shall be liable for the return or repayment of the capital contributions of any Member and, upon dissolution of the Company, the Members shall look solely to the assets of the Company for such return or repayment.

(c) The parties recognize and acknowledge that the Company is a limited liability company formed under the laws of the State of Maryland and that, except as expressly provided herein, no past, present or future Member or Manager of the Company shall have any personal liability for any liability, obligation or claim whatsoever or howsoever arising (including, without limitation, under contract or in tort or equity) under or with respect to this Agreement or any other contract, instrument or document, or applicable law. Each of the parties hereto agree that he and all other persons shall look solely to the Company for satisfaction of any claims against the Company or in connection with the business or affairs of the Company. No party shall (i) assert or seek to assert any claim against, (ii) name in any civil action or proceeding or arbitration, or (iii) seek or obtain any judgment, order or decree against any member, manager, officer, employee, agent or representative of the Company, its successors or assigns, or any of their properties or assets, for satisfaction of any claims against the Company or in connection with the business or affairs of the Company.

7.9 Indemnification, etc.. The Members and Manager shall be indemnified, held harmless and defended by the Company from any liability, loss, cost, expense (including reasonable investigative expenses and attorney's fees), judgment, award, amount paid in settlement, fine or penalty resulting from any act performed by them within the scope of the authority conferred upon them by the Act and/or this Agreement, except for acts of gross negligence, fraud, willful misconduct or a knowing violation of the criminal law; provided, however, that any indemnity under this Article shall be provided out of and shall be limited to the extent of the Company assets and shall not include any liabilities arising under any state or federal securities laws, and no Member or Manager shall have any personal liability therefor.

7.10 Limitation of Liability of Members and Manager. Except when a Member or Manager engages in gross negligence, fraud, willful misconduct or a knowing violation of the criminal law, no Member or Manager shall have any liability whatsoever, and any such liability is hereby expressly waived and eliminated to the maximum extent permissible under law, in any proceeding brought by or in the right of the Company or brought by or on behalf of the Members. The limitation and elimination of liability provided by this Section 7.10 shall not be affected by any amendment of the Articles or this Agreement with respect to any act or omission occurring before such amendment.

ARTICLE 8



COMPENSATION

8.1 Compensation. Except as provided in an agreement validly entered into by or on behalf of the Company, no Member shall receive any salary or draw for services rendered to the Company. Members may be paid, however, for any services rendered in any other capacity for the Company, whether as manager, officers, employees, independent contractors or otherwise.

In exchange for any such services rendered by a Member to the Company, the Company shall make guaranteed payments to each Member rendering such services, in such amounts as the Manager may determine from time to time.

ARTICLE 9 NON-COMPETITION PROVISIONS (Intentionally deleted)

ARTICLE 10 TRANSFER OF OWNERSHIP INTERESTS

10.1 Restrictions on Transfer. Except as specifically authorized under this Agreement, or agreed to by all of the Members in writing, none of the Members may sell, exchange, assign, dispose of, gift, or otherwise transfer any of the Membership Interests now owned or hereafter owned by such Member.

10.2 Substitute Members.

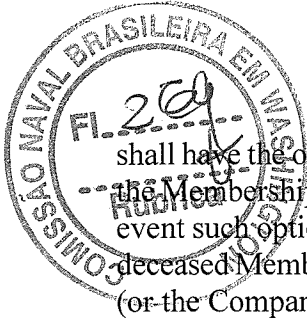
(a) Unless named in Exhibit A to this Agreement, admitted as a Substitute Member under this Section 10.3, or admitted as a new Member under the terms of this Agreement, no person shall be considered a Member or be entitled to exercise the voting rights of a Member.

(b) An Assignee may become a Substitute Member, and exercise the voting rights of a Member, only if:

- (i) all other Members consent thereto; and
- (ii) the Substitute Member executes and delivers such documents as may be reasonably required to evidence the Assignee's acceptance and assumption of the terms, conditions, restrictions and obligations under this Agreement.

10.3 Purchase of Membership Interests of Gregory Kahn.

(a) In the event of the death of Gregory Kahn, (i) the personal representative of such deceased Member shall give notice to the Company within thirty (30) days of such death (the "Notice of Death"), and (ii) Donald and/or Hinda Kahn (provided that one of them is then living)



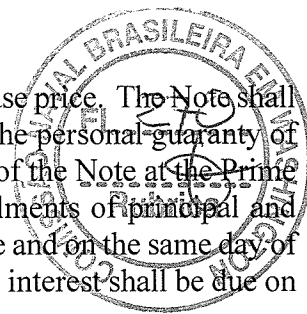
shall have the option (which option may be assigned to the Company) to purchase all or a portion of the Membership Interests owned by Gregory Kahn as of the date of such Member's death, and in the event such option is exercised, the executor or administrator or personal legal representative of the deceased Member shall be obligated to sell such Membership Interests to Donald and/or Hinda Kahn (or the Company), at the price determined in accordance with Section 10.4 below.

The period during which Donald and/or Hinda Kahn (or the Company) shall elect to purchase all or any part of the Membership Interests owned by Gregory Kahn will commence upon his receipt of the Notice of Death, and shall continue for a period of one hundred and twenty (120) days thereafter. If Donald and/or Hinda Kahn shall not elect to purchase all or any portion of Gregory Kahn's Membership Interests, the estate of Gregory Kahn shall become an Assignee of the deceased Member's Membership Interest. In the event that Donald and/or Hinda Kahn timely exercises the option to purchase all or a portion of Gregory Kahn's Membership Interests, settlement on such purchase shall be held in accordance with the provisions of Section 10.3(b) below.

b. Settlement shall be held on the Membership Interests purchased under this Section 10.3 at the principal office of the Company or its law firm at such time and date as shall be not later than the last to occur of (i) one hundred twenty (120) days after the receipt of the Notice of Death; or (ii) thirty (30) days after the receipt by the Company of the proceeds, if any, of the Life Insurance Policies (as defined below).

For the purposes of this Section 10.3, "Life Insurance Policies" shall mean the life insurance policy(ies) owned by the Company, to the extent that the policy is not fully or partially designated as "key-man" or "key-person" insurance, (i) on which Gregory Kahn is the named insured, (ii) for which the Company is the applicant, owner and beneficiary, and (iii) a listing of which shall be appended to this Agreement on Exhibit C, as and when any such policies are obtained which Exhibit C shall be initialed by all Members. At settlement on the purchase of Gregory Kahn's Membership Interest by the Company under this Section 10.3, the executor or administrator or personal or legal representative of Gregory Kahn shall deliver to the Company the Membership Interest owned by Gregory Kahn as of the date of his death, and upon delivery of the Membership Interest of Gregory Kahn, the Company shall be obligated to pay the lesser of the following two (2) amounts: (A) the proceeds of the Life Insurance Policy or Policies, to the extent not designated as "key-man" or "key-person" insurance (less any alternative minimum tax applicable to such proceeds); or (B) the purchase price for the Membership Interest owned on the date of death by Gregory Kahn determined pursuant to Section 10.4 hereof (with the Valuation Date occurring as of the end of the calendar quarter immediately preceding the date of death). In the event that the purchase price for the Membership Interest of Gregory Kahn determined pursuant to Section 10.4 shall be the greater of such two (2) amounts, at settlement the Company shall deliver to the executors or administrators or personal or legal representative of Gregory Kahn a cashier's or certified check in an amount equal to the proceeds of the Life Insurance Policies, if any, less any alternative minimum tax applicable to such proceeds, and the Company shall execute and deliver to the executors or administrators or personal or legal representatives of Gregory Kahn a promissory note (the "Note") in substantially the same form (and containing substantially the same terms) as the promissory note

set forth in Exhibit D attached hereto, evidencing the balance of such purchase price. The Note shall be secured by (i) a pledge of the purchased Membership Interest, and (ii) the personal guaranty of the other Member(s). The Note shall bear interest from and after the date of the Note at the Prime Rate. The Note shall be repaid in sixty (60) consecutive monthly installments of principal and interest, beginning on the day thirty (30) days following the date of the Note and on the same day of each month thereafter and a final payment equal to the unpaid balance plus interest shall be due on the same day of the sixtieth (60th) month after the date of the Note.



10.4 Purchase Price. The purchase price for Membership Interests under this Article 10 shall equal the amount agreed upon by the purchaser and the seller, provided however, that if the purchaser and seller cannot agree on the purchase price for the Membership Interest within thirty (30) days after receiving the Notice of Death, the purchase price for the Membership Interest shall be equal to its appraised value. In the event it becomes necessary to determine the appraised value of the Membership Interest being sold, then, within fifteen (15) days after demand by one of the parties, the purchaser and the seller shall each appoint an appraiser to determine the appraised value. When the two appraisers agree upon the value of the Membership Interest being sold, they shall jointly render a single written report stating that value. If the two appraisers cannot agree upon the value of the Membership Interest being sold, they shall each render a separate written report, and shall jointly appoint a third appraiser, who shall then appraise the value of the Membership Interest being sold, and shall render a written report setting forth his opinion as to such value. Each party shall pay the fees and other costs of the appraiser appointed by that party, and the fees and other costs of the third appraiser shall be shared equally by the parties. If the value of the Membership Interest being sold contained in the appraisal report of the third appraiser is more than the higher of the first two appraisals, then the higher of the first two appraisals shall govern, and provided further, if the value of the Membership Interest being sold contained in the appraisal report of the third appraiser is less than the lower of the first two appraisals, the lower of the first two appraisals shall govern.

ARTICLE 11
DISSOLUTION OF THE COMPANY

11.1 Dissolution.

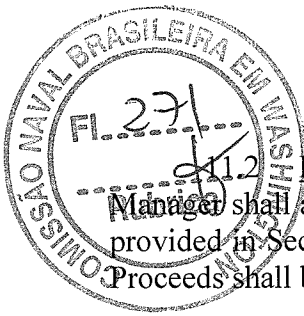
(a) The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any one of the following events:

(i) the determination by the Manager that the Company should dissolve;

or

(ii) The entry of a decree of judicial dissolution under the Act;

(b) Upon the occurrence of any of such events, no further business shall be conducted by the Company except as necessary to wind up the affairs and to liquidate and distribute the assets of the Company.



11.2 Distribution of Assets in Liquidation. Upon dissolution of the Company, the Manager shall act as liquidator and shall liquidate the assets of the Company for cash, except as provided in Section 11.2, and shall make final distributions as provided herein. All Liquidation Proceeds shall be applied and distributed in the following order of priority:

- (a) First, to the payment of the debts and liabilities of the Company (including any loans or advances that may have been made by any of the Members to the Company) and the expenses of liquidation;
- (b) Second, to the creation of any reserves that the Manager deems reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Company; and
- (c) Third, if one or more of the Members and/or Assignees has a positive balance in his Capital Account, then among the Members and Assignees in the proportion that the positive balance of each such Member's and Assignee's Capital Account bears to the aggregate of such positive balances after distributions of Cash from Operations and allocations of Net Income and Net Losses in compliance with Section 1.704-1(b)(2)(i)(b)(2) of the Regulations.

11.3 Distributions In-Kind. The Manager may determine whether and to whom properties should be distributed in kind rather than liquidated; provided, however, that no property shall be distributed in kind to any Member without such Member's consent. The value of property distributed in kind shall be determined by a qualified independent appraiser selected by the Manager. Any property distributed in kind shall be treated as though the property was sold for its appraised value at the time of distribution and the cash proceeds were distributed. The difference between the appraised value of property distributed in kind and its book value shall be treated as Net Income or Net Loss and shall be credited or charged to the Members' Capital Accounts in accordance with their interests in such Net Income or Net Loss.

11.4 Completion of Winding-Up and Liquidation. A reasonable time shall be allowed for the orderly winding-up and liquidation of the assets of the Company and the discharge of the Company's liabilities. The winding-up of the Company shall be completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members and/or Assignees.

11.5 Statements to be Furnished to Members. Not more than one hundred twenty (120) days after completion of the winding-up of the Company, each of the Members shall be furnished with statements similar, so far as may be practicable, to those set forth in Section 13.3 of this Agreement for the period ending with the date of completion of the winding-up of the Company.

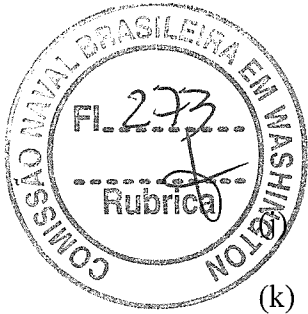
11.6 Articles of Cancellation. Within a reasonable time after the completion of winding up of the Company, the Manager shall file with the SDAT Articles of Cancellation and such other documents and forms as are required by the Act and other applicable law.



ARTICLE 12
REPRESENTATIONS AND WARRANTIES

12.1 Members. Each Person, as a condition to becoming a Member or Assignee, represents and warrants to the Company and all other Members that:

- (a) he has all requisite power and authority to execute this Agreement;
- (b) the execution, delivery and performance by such Person of this Agreement has been duly authorized by all necessary action and will not violate or conflict with or constitute a breach of or default under any agreement or instrument to which such Person is a party or by which it or any of its properties is bound, any provision of its governing documents, any law, rule or regulation applicable to such Person or any judgment, order or decree of any court, governmental body or agency, arbitration board or other tribunal having jurisdiction over the Person.
- (c) this Agreement constitutes the valid and binding obligation of such Person;
- (d) such Person is acquiring an interest in the Company as a principal for his own account for investment, not for the interest of any other Person, not for resale and not with a view toward the distribution of all or any portion thereof;
- (e) such Person is aware of the restrictions on the sale or transfer of his interest hereunder, and that no trading market for interests in the Company will exist at any time;
- (f) under no circumstances will such Person sell, transfer or assign all or any portion of his interest in the Company except in compliance with the provisions of this Agreement;
- (g) such Person has sufficient knowledge and experience in financial and business matters and making investment decisions and is capable, either individually or with a purchaser representative, of evaluating the merits and risks of an investment in the Company and to make an informed decision regarding such investment;
- (h) such Person is relying on his own business and financial knowledge and experience, or that of a duly qualified investment advisor, in making a decision to invest in the Company and enter into this Agreement; such Person is not relying on the advice of the Company or any Affiliates in becoming a member hereunder;
- (i) such Person has received a complete and accurate copy of this Agreement and all Exhibits thereto;



such Person has carefully read this Agreement and all Exhibits hereto;

(k) the Company has made available to such Person all documents requested and has provided written answers to all of the Person's and his purchaser representative's questions relating to an investment in the Company;

(l) such Person has not relied upon any representations or other information (whether oral or written) other than as set forth in this Agreement or as contained in any documents or written answers to the Person's questions furnished by the Company;

(m) such Person understands that an investment in the Company involves certain risks, and the Person has carefully reviewed and is aware of all risk factors related to such investment; and

(n) such Person is fully aware that the interests in the Company are being issued in reliance upon exemptions provided by the Securities Act of 1933 and/or Regulation D thereunder and applicable state laws on the grounds that no public offering is involved, and upon the representations, warranties and agreements set forth in this Section.

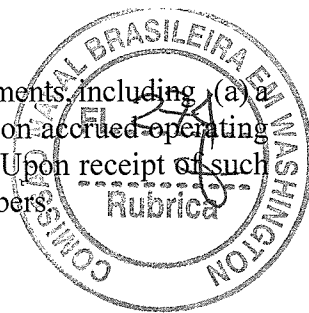
ARTICLE 13 BOOKS OF ACCOUNT, RECORDS AND REPORTS

13.1 Maintenance of Books and Records. Proper and complete records and books of account shall be kept by the Company in which shall be entered fully and accurately all transactions and such other matters relating to the Company's business as are usually entered into records and books of account maintained by persons engaged in businesses of a like character. The Company books and records shall be prepared on either the cash or the accrual basis as determined by the Manager. The books and records shall at all times be maintained at the principal place of business of the Company and shall be open to the reasonable inspection and examination of each of the Members or their duly authorized representatives during reasonable business hours. The Company shall furnish a list of names and addresses of and interests held by all Members to any Member who requests such a list in writing for any proper purpose.

13.2 Annual Tax Information. Within ninety (90) days after the end of each Fiscal Year, the Company shall use its reasonable efforts to send to each Person who was a Member at any time during such Fiscal Year such tax information as shall be reasonably necessary for the preparation by such Person of his federal or state income tax return.

13.3 Annual Financial Statements. Within ninety (90) days after the end of each Fiscal Year of the Company, the Company shall use its reasonable efforts to prepare and deliver to each

Person who was a Member at any time during such Fiscal Year financial statements, including (a) a balance sheet as of the end of the year; (b) a cash flow statement (based upon accrued operating results) for such year; and (c) a statement of profit and loss for such year. Upon receipt of such financial statements, the Company shall forward a copy to each of the Members.



ARTICLE 14
TAX MATTERS

14.1 Partnership Status. The Members and the Company intend that the Company be classified as a partnership and not as an association, a corporation, or any other entity for federal and state income tax purposes. Accordingly, the Members and the Company covenant and agree to treat the Company as a partnership for federal and state income tax purposes and not to take any action, including the filing of an election to be classified as an association, a corporation, or any other entity, which would cause the Company to be classified other than as a partnership for such purposes.

14.2 Tax Matters Partner.

(a) Donald Kahn shall be the Company's "tax matters partner" as defined in the Code and the rules and regulations promulgated thereunder with full power and authority to act on behalf of the Company and the Members in such capacity. The Company shall reimburse the tax matters partner for any and all costs and expenses it incurs by representing the Company and the Members as the "tax matters partner."

(b) The tax matters partners shall, within five days of receipt, forward to each Member a photocopy of all correspondence relating to the Company received from the Internal Revenue Service or any state tax agency. The tax matters partner shall, within five days thereof, advise each Member in writing of the substance of any significant communication with any representative of the Internal Revenue Service or any state tax agency. As provided by law, the tax matters partner shall furnish the name, address, profit interest and taxpayer identification number of each Member to the Secretary of the Treasury or his delegate ("Secretary").



ARTICLE 15
MEETINGS, CONSENTS AND VOTING

15.1 Meetings. A meeting of the Members to consider any matter pertaining to the Company's business and affairs may be called by the Manager and shall be called upon the request of any Member who holds forty nine percent (49%) or more of the Members' Percentages. Such Member or Members shall request a meeting by sending a written notice to the Manager requesting the same and stating in detail the purpose of the meeting. The Manager shall, within ten (10) days after his receipt of such notice, give written notice to all Members of a meeting of Members to be held at a time and place selected by the Manager and convenient to a majority in interest of the Members on a date not earlier than ten (10) days nor later than thirty (30) days after the notice to the Members requesting the meeting. The notice of the meeting shall set forth the time, date, location and purpose of the meeting. Each meeting of the Members shall be conducted by the Manager.

15.2 Consents and Voting.

(a) Any vote, approval or consent of a Member required by the Articles or this Agreement may be given (i) by a written consent or approval given by the consenting Member and received by the Company at or prior to the doing of the act or thing for which the consent is solicited; or (ii) by the affirmative vote by the consenting Member to the doing of the act or thing for which the consent is solicited at any meeting of the Members to consider the doing of such act or thing.

(b) A Member may vote in person or by proxy. A Member may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An appointment of a proxy is effective when received by the Manager and is valid for one (1) year unless a shorter or longer period is expressly provided in the appointment form. An appointment of a proxy is revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The death or incapacity of the Member appointing a proxy does not affect the right of the Company to accept the proxy's authority unless notice of the death or incapacity is received by the agent of the Company authorized to tabulate votes before the proxy exercises his authority under the appointment. An irrevocable appointment is revoked when the interest with which it is coupled is extinguished. A transferee for value of one or more Units subject to an irrevocable appointment may revoke the appointment if the transferee did not know of its existence when he acquired the Units. Subject to any legal limitations on the right of the Company to accept the vote or other action of a proxy and to any express limitation on the proxy's authority appearing on the face of the appointment form, the Company is entitled to accept the proxy's vote or other action as that of the Member making the appointment. Any fiduciary who is entitled to vote any Units may vote such Units by proxy.

(c) Except as otherwise provided herein, in any case in which the approval or consent of a Member is required by this Agreement, such approval or consent shall be deemed to

have been given unless written notice to the contrary is received within seven (7) days of the event or notice requiring the Member's approval or consent.

(d) For the purpose of determining the Members entitled to vote on or consent to any Company action or proposal, the Manager may fix, in advance, a date (which shall not be less than ten (10) days nor more than thirty (30) days before the date of the applicable meeting, vote or consent) as the record date for such determination.

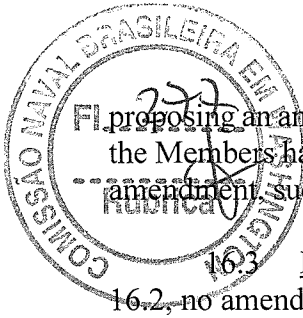
(e) Whenever a vote of Members is required or taken on any matter pertaining to the business or affairs of the Company, each Member shall be entitled to the number of votes equal to his Member's Percentage at the time the vote is taken. An Assignee shall not be entitled to a vote on any matter.

(f) Except as otherwise expressly provided in this Agreement, any action required or permitted to be taken by the Members may be taken upon a vote of a Majority in Interest of the Members.

ARTICLE 16 AMENDMENTS TO OPERATING AGREEMENT

16.1 Amendment by Manager. The Manager, without the consent of the Members, may amend this Agreement in any respect if the Company is advised at any time by its legal counsel that any of the allocations set forth in Article 5 of this Agreement are unlikely to be respected for federal tax purposes because of any developments in applicable law; provided that in making any such amendment, the Manager shall use his best efforts to affect the economic and tax arrangements among the Members only to the extent he determines necessary to provide allocations which will be respected for federal income tax purposes. In addition, the Manager, without the consent of the Members, may amend this Agreement (a) to correct any mistakes or ambiguities, in order that it will more accurately reflect the agreement among the Members; (b) to correct or supplement any conflicting provisions herein; (c) to delete or add any provision hereof which is required to be deleted or added by any agency pursuant to its regulatory authority under any federal or state securities laws; or (d) to reflect the withdrawal of any Member, the admission of any Member, and the dissolution, reformation and continuance of the Company pursuant to the provisions of this Agreement and the Act. Any amendments made by the Manager pursuant to this Section 16.1 shall be deemed to have been made pursuant to the Manager's fiduciary obligations to the Company and to the other Members, and no such amendment shall give rise to any claim or cause of action against the Manager.

16.2 Other Amendments. Any of the Members may propose amendments to this Agreement by mailing to all the other Members a notice describing the proposed amendment and a form to be returned by the other Members, indicating whether they consent to or disapprove of its adoption. Such notice shall include the text of the proposed amendment, which shall have been approved in advance by legal counsel for the Company. If, within sixty (60) days after any notice



16.2. If proposing an amendment or amendments to this Agreement has been given, a Majority in Interest of the Members has properly executed and returned the form indicating their consent to the proposed amendment, such amendment will become effective as of the date specified in such notice.

16.3. Limitations on Amendments. Notwithstanding the provisions of Sections 16.1 and 16.2, no amendment to this Agreement shall:

- (a) Add to, detract from or otherwise modify the purposes of the Company without the consent of all the Members;
- (b) Enlarge the obligations of any Members under this Agreement or modify the limited liability of any Members, without the consent of such Members;
- (c) Amend the provisions of Articles 5, 6 or 11 with respect to allocations and distributions to the Members without the approval of each Member affected thereby; or
- (d) Amend this Section 16.3 without the consent of all Members.

ARTICLE 17

DISPUTE RESOLUTION

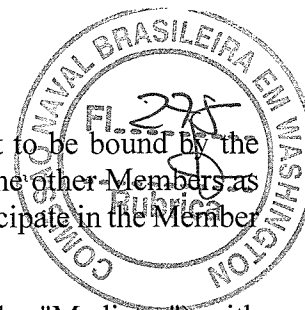
17.1 Disputes Among Members. The Members agree that in the event of any dispute or disagreement solely between or among any of them arising out of, relating to or in connection with this Agreement or the Company or its organization, formation, business or management ("Member Dispute"), the Members shall use their best efforts to resolve any dispute arising out of or in connection with this Agreement by good-faith negotiation and mutual agreement. The Members shall meet at a mutually convenient time and place to attempt to resolve any such dispute.

However, in the event that the Members are unable to resolve any Member Dispute, such parties shall first attempt to settle such dispute through a non-binding mediation proceeding. In the event any party to such mediation proceeding is not satisfied with the results thereof, then any unresolved disputes shall be finally settled in accordance with an arbitration proceeding. In no event shall the results of any mediation proceeding be admissible in any arbitration or judicial proceeding.

17.2 Mediation. Mediation proceedings shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") in effect on the date the notice of mediation was served, other than as specifically modified herein, and shall be non-binding on the parties thereto.

Any Member may commence a mediation proceeding by serving written notice thereof to the other Members, by mail or otherwise, designating the issue(s) to be mediated and the specific provisions of this Agreement under which such issue(s) and dispute arose. The initiating party shall simultaneously file two copies of the notice with the AAA, along with a copy of this Agreement. A

Member may withdraw from the Member Dispute by signing an agreement to be bound by the results of the mediation, to the extent the mediation results are accepted by the other Members as provided herein. A Member who withdraws shall have no further right to participate in the Member Dispute.



The Members shall select one neutral third party AAA mediator (the "Mediator") with expertise in the area that is in dispute. If a Mediator has not been selected within five (5) business days thereafter, then a Mediator shall be selected by the AAA in accordance with the Commercial Mediation Rules of the AAA.

The Mediator shall schedule sessions, as necessary, for the presentation by all Members of their respective positions, which, at the option of the Mediator, may be heard by the Mediator jointly or in private, without any other members present. The mediation proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Mediator and all of the Members. The Members may submit to the Mediator, no later than ten (10) business days prior to the first scheduled session, a brief memorandum in support of their position.

The Mediator shall make written recommendations for settlement in respect of the dispute, including apportionment of the mediator's fee, within ten (10) business days of the last scheduled session. If any Member involved is not satisfied with the recommendation for settlement, he may commence an arbitration proceeding.

17.3 Arbitration. Arbitration proceedings shall be conducted under the Rules of Commercial Arbitration of the AAA (the "Rules"). A Member may withdraw from the Member Dispute by signing an agreement to be bound by the results of the arbitration. A Member who withdraws shall have no further right to participate in the Member Dispute.

The arbitration panel shall consist of one arbitrator. The Members shall select one neutral third party AAA arbitrator (the "Arbitrator") with expertise in the area that is in dispute. If an Arbitrator has not been selected within five (5) business days thereafter, then an Arbitrator shall be selected by the AAA in accordance with the Commercial Arbitration Rules of the AAA. The arbitration proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Arbitrator and all of the Members. Any arbitrator who is selected shall disclose promptly to the AAA and to both parties any financial or personal interest the arbitrator may have in the result of the arbitration and/or any other prior or current relationship, or expected or discussed future relationship, with the Members or their representatives. The arbitrator shall promptly conduct proceedings to resolve the dispute in question pursuant to the then existing Rules. To the extent any provisions of the Rules conflict with any provision of this Section, the provisions of this Section shall control.

In any final award and/or order, the arbitrator shall apportion all the costs (other than attorney's fees which shall be borne by the party incurring such fees) incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances.



Discovery shall not be permitted in such arbitration except as allowed by the rules of arbitration or as otherwise agreed to by all the parties of the Member Dispute. Notwithstanding, the Members agree to make available to one another and to the arbitrator, for inspection and photocopying, all documents, books and records, if determined by the arbitration panel to be relevant to the dispute, and by making available to one another and to the arbitration panel personnel directly or indirectly under their control, for testimony during hearings if determined by the arbitration panel to be relevant to the dispute. The Members agree, unless undue hardship exists, to conduct arbitration hearings to the greatest extent possible on consecutive business days and to strictly observe time periods established by the Rules or by the arbitrator for the submission of evidence and of briefs. Unless otherwise agreed to by the Members, a stenographic record of the arbitration proceedings shall be made and a transcript thereof shall be ordered for each Member, with each party paying an equal portion of the total cost of such recording and transcription.

The arbitrator shall have all powers of law and equity, which it can lawfully assume, necessary to resolve the issues in dispute including, without limiting the generality of the foregoing, making awards of compensatory damages, issuing both prohibitory and mandatory orders in the nature of injunctions and compelling the production of documents and witnesses for presentation at the arbitration hearings on the merits of the case. The arbitration panel shall neither have nor exercise any power to act as amicable compositeur or ex aequo et bono; or to award special, indirect, consequential or punitive damages. The decision of the arbitration panel shall be in written form and state the reasons upon which it is based. The statutory, case law and common law of the State of Maryland shall govern in interpreting their respective rights, obligations and liabilities arising out of or related to the transactions provided for or contemplated by this Agreement, including without limitation, the validity, construction and performance of all or any portion of this Agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded, but such governing law shall not include the law pertaining to conflicts or choice of laws of the State of Maryland; provided however, that should the parties refer a dispute arising out of or in connection with an ancillary agreement or an agreement between some or all of the Members which specifically references this Article, then the statutory, case law and common law of the State whose law governs such agreement (except the law pertaining to conflicts or choice of law) shall govern in interpreting the respective rights, obligations and liabilities of the parties arising out of or related to the transactions provided for or contemplated by such agreement, including, without limitation, the validity, construction and performance of all or any portion of such agreement, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded.

Any action or proceeding subsequent to any Award rendered by the arbitrator in the Member Dispute, including, but not limited to, any action to confirm, vacate, modify, challenge or enforce the arbitrator's decision or award shall be filed in a court of competent jurisdiction in the same county where the arbitration of the Member Dispute was conducted, and Maryland law shall apply in any such subsequent action or proceeding.



ARTICLE 18

MISCELLANEOUS

18.1 Notices. All notices, deliveries, demands, instructions, requests and other communications under this Agreement shall be in writing (or by electronic mail), and shall be deemed to have been received: (i) when delivered personally or by overnight courier; (ii) three business days after mailing by certified or registered mail, postage prepaid, return receipt requested; or (iii) sent via electronic mail. Notices, etc. to a Member shall be mailed or delivered to the address set forth on Exhibit A hereto or sent via electronic mail to the e-mail address set forth on Exhibit A hereto. Notices, etc. to the Company shall be mailed or delivered to the principal place of business of the Company. Members shall give notice of a change of address to the Company in the manner provided in this Section.

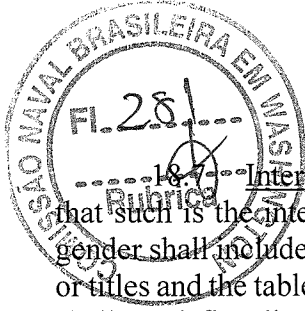
18.2 Banking. The Company shall maintain such bank account or accounts as the Manager may determine. The funds in such accounts shall be used solely for the business of the Company, and all withdrawals therefrom shall be made upon checks signed by the Manager or electronic funds transfers, approved by the Manager, in the normal course of business.

18.3 Time of the Essence. Time is of the essence as to all dates and time periods stated in this Agreement and with respect to every obligation, duty, performance, condition and action under this Agreement.

18.4 Waiver. Except as expressly provided herein, no waiver by any party of any breach of this Agreement or of any warranty or representation hereunder by any other party shall be deemed to be a waiver of any other breach of any kind or nature and no acceptance of performance by any party after such breach by any other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder. No failure on the part of any party to exercise any right he may have by the terms of this Agreement or by law upon the breach of any other party, and no delay in the exercise of such right shall prevent the exercise thereof by any other party at any time. The granting of any waiver shall be effective only in the specific instance in and for which the waiver is granted.

18.5 Additional Documents. Each party hereto agrees to execute and acknowledge all documents and writings which the Members may deem reasonably necessary or expedient in the creation of this Company and the achievement of its purposes, specifically including, but not limited to, Articles of Organization and all amendments thereto as well as any cancellation thereof.

18.6 Survival of Rights. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.



~~18.7~~ Interpretation. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and the masculine gender shall include the neuter or female gender as the context may require. The Section headings or titles and the table of contents are for convenience only; they form no part of this Agreement and shall not define, limit, extend, interpret or affect the construction or the scope of this Agreement or any particular Section.

18.8 Governing Law. This Agreement and all questions with respect to the rights and obligations of the parties, the construction, enforcement and interpretation hereof, and the formation, administration and termination of the Company shall be governed by the Act and other applicable laws of the State of Maryland.

18.9 Severability. If any provision, sentence, clause, phrase or word of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision, sentence, phrase or word to persons or circumstance, other than those as to which it is held invalid, shall not be affected or invalidated thereby.

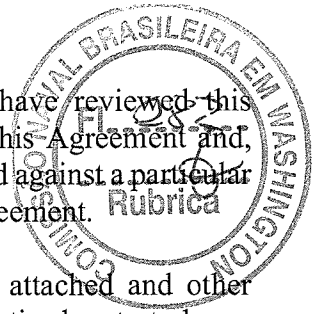
18.10 Third Parties. The agreements, covenants and representations contained herein are for the benefit of and may be enforced solely by the parties hereto inter se; they shall not create any rights in and are not for the benefit of any Person not a party to this Agreement including, without limitation, any creditors of the Company.

18.11 Waiver of Partition. The Members hereby waive any right of partition or any right to take any other action which otherwise might be available to them for the purpose of severing their relationship with the Company or their interest in the assets held by the Company from the interest of the other Members.

18.12 Agreement in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all of which shall together constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and this Agreement may be executed by the affixing of the signatures of each of the Members to one of such counterpart signature pages; all of such signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

18.13 Termination of Prior Agreements. All prior agreements of every kind among the Members with respect to the formation and operation of the Company, the ownership and management of assets of the Company and other matters within the scope of this Agreement are superseded by this Agreement and are hereby terminated.

18.14 Interpretation. Each party hereto and their legal counsel have reviewed this Agreement and have had an opportunity to revise (or request revision of) this Agreement and, therefore, any rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.



18.15 Entire Agreement. This Agreement, including the Exhibits attached and other documents referred to herein (if any), sets forth all (and is intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties, covenants and representations among the parties hereto with respect to the Company and the business, affairs and property of the Company, and supersedes all prior agreements and understandings. There are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among them pertaining to the Company or the business, affairs or property of the Company other than as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Members

Donald and Hinda Kahn, husband and wife, as tenants by the entirety

Donald Kahn

Hinda Kahn

Gregory Kahn

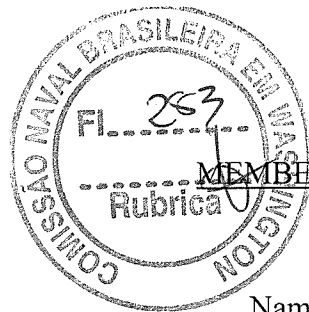


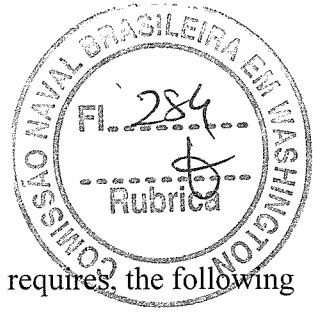
EXHIBIT A

MEMBERS, UNITS, MEMBERS' PERCENTAGES AND CAPITAL CONTRIBUTIONS

| <u>Names and Addresses of Members</u> | <u>Membership Units</u> | <u>Member's Percentages</u> | <u>Capital Contributions</u> |
|---|-----------------------------|---------------------------------|----------------------------------|
| Donald and Hinda Kahn, As tenants by the entirety 12009 Trailridge Drive Potomac, Maryland 20854 | 49 | 49.00% | \$490.00 |
| Gregory Kahn 11412 beechgrove ln. Potomac, MD 20854 | 51 | 51.00% | \$510.00 |
| <hr/> Total | 100 | 100% | \$1,000.00 |

EXHIBIT B

DEFINED TERMS



As used in this Operating Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth in this Exhibit B:

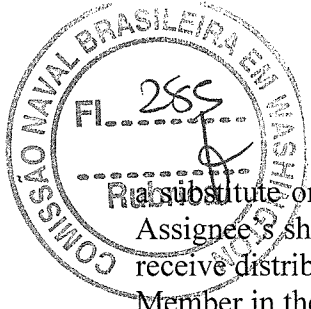
“Act” means the Maryland Limited Liability Company Act, as the same may be amended from time to time (and any corresponding provisions of succeeding law).

“Adjusted Capital Account Deficit” means, with respect to any Member or Assignee, the deficit balance, if any, in such Member’s or Assignee’s Capital Account as of the end of a taxable year of the Company after (i) crediting to such Capital Account any amounts that the Member or Assignee is obligated to restore or is deemed obligated to restore pursuant to this Agreement or the Regulations promulgated under Section 704(b) of the Code, and (ii) debiting to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Regulations. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

“Affiliate” of a Person means (i) any Person controlling, controlled by, or under common control with such Person, or (ii) any officer, director, trustee, general partner, manager of a limited liability company, employee or holder of fifty percent (50%) or more of any class of the voting securities of or equity interest in such Person; (iii) any corporation, partnership, trust, limited liability company or other entity controlling, controlled by or under common control with such Person; (iv) any officer, director, trustee, general partner, manager of a limited liability company, employee or holder of fifty percent (50%) or more of the outstanding voting securities of any corporation, partnership, trust, limited liability company or other entity controlling, controlled by or under common control with such Person; and (v) any relative or spouse (or any relative of such spouse) of any natural person included in (i), (ii) or (iv) above.

“Agreement” means this Operating Agreement, as the same may be amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” and “hereunder” refer to this Agreement as a whole, unless the context otherwise requires.

“Articles” means the articles of organization of the company that are delivered to and filed with the SDAT, as the same may be amended and restated from time to time. If the articles of organization have been restated pursuant to any articles of amendment, then, thereafter, the term “Articles” shall mean only the restated articles of organization of the Company and any subsequent amendments to the restated articles of organization but shall not include the articles of amendment accompanying the restated articles of organization.



“Assignee” means a transferee of Units in the Company who has not been admitted as substitute or additional member in the Company. An Assignee may succeed to a Member or Assignee’s share of the profits and losses of the Company and a Member or Assignee’s rights to receive distributions from the Company but shall have no voting, management or other rights of a Member in the Company.

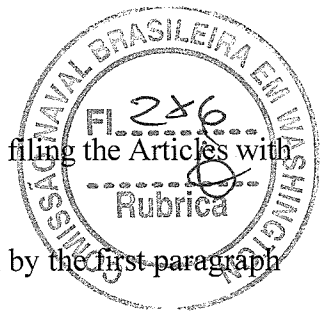
“Bankruptcy” or “Bankrupt” means, with respect to any Person, including the Company and any of the Members and Assignees, that such Person has made an assignment for the benefit of creditors; filed a voluntary petition in bankruptcy; been adjudged a bankrupt or insolvent, or had entered against such Person an order of relief in any bankruptcy or insolvency proceeding; filed a petition or an answer seeking for such Person any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law, or regulation; filed an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of such nature; sought, consented to, or acquiesced in the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of his properties; one hundred twenty (120) days have elapsed after the commencement of any proceeding against such Person seeking reorganization, arrangement, or similar relief under any statute, law, or regulation and such proceeding has not been dismissed; or ninety (90) days have elapsed since the appointment without his consent or acquiescence of a trustee, receiver, or liquidator of such Person or of all or any substantial part of his properties and such appointment has not been vacated or stayed or the appointment is not vacated within ninety (90) days after the expiration of such stay.

“Capital Account” means the capital account required to be maintained by the Company for each Member and Assignee pursuant to Article 3.

“Capital Contributions” means, with respect to each Member and each Assignee, the amount of money, the fair market value as of the date of contribution of property (other than money) contributed to the capital of the Company by such Member or Assignee or his predecessor in interest (net of liabilities secured by the contributed property that the Company is considered to assume or take subject to under section 752 of the Code), and the amount of Company liabilities assumed by such Member or Assignee (determined in accordance with Regulations section 1.704-1(b)(2)(iv)(c)).

“Cash from Operations” means, for each Fiscal Year or other period, the excess, if any, of (a) the total cash receipts of the Company during such Fiscal Year or other period plus such reserves as the Manager determines in his discretion to be no longer necessary to provide for the debts, obligations and liabilities (including contingent liabilities) of the Company, over (b) the total cash disbursements of the Company during such Fiscal Year or other period plus such reserves as the Manager determines in his discretion to be necessary to provide for the debts, obligations and liabilities (including contingent liabilities) of the Company.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and the corresponding provision or provisions of succeeding law.



“Company” means this limited liability company formed by filing the Articles with the SDAT.

“Effective Date” shall have the meaning given to such term by the first paragraph to this Agreement.

“Fiscal Year” means the twelve-month period ending December 31 of each year; provided, however, that the initial Fiscal Year shall begin on the date the Company is formed and end on the December 31 immediately succeeding such date, and the last Fiscal Year shall be the period beginning on January 1 of the calendar year in which the final liquidation and termination of the Company is completed and ending on the date such final liquidation and termination is completed.

“GAAP” means generally accepted accounting principals applicable in the United States.

“Immediate Family” means, with respect to any natural person, such person’s spouse, children (including adopted children), grandchildren and great grandchildren.

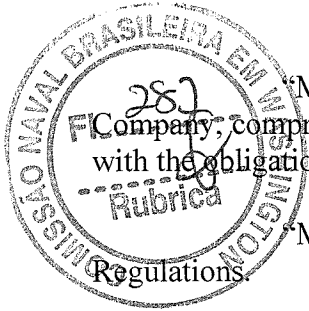
“Liquidation Proceeds” means all money however derived that is held or received by the Company on or after the date of the dissolution, without reconstitution, of the Company.

“Majority in Interest of the Members” means, at any time, the Members who hold more than fifty percent (50%) of the Units then held by all the Members (excluding Units held by Assignees and any Person other than a Member).

“Manager” means the person or persons designated to manage the Company in accordance with the terms of this Agreement.

“Member” means each Person that has been admitted as a member in the Company in accordance with the provisions of this Agreement and who has not ceased to be a member, and each Person admitted as a substitute or additional member in the Company in accordance with the provisions of this Agreement and who has not ceased to be a member. Each and every Person that is a Member of the Company, and the number of Units held by such Person, shall be listed on the books and records maintained by the Company.

“Member’s Percentage” means, with respect to any Member or Assignee at any time, that percentage (rounded to two (2) decimal places) determined by dividing (a) the number of Units held by such Member or Assignee at such time by (b) the total number of Units held by all Members and Assignees at such time. “Members’ Percentages” means the Member’s Percentage held collectively by all Members and Assignees.



"Membership Interest" means a Member's entire interest as a member of the Company, comprised of such Member's Units and status as a Member of the Company, together with the obligations of such Member to comply with the provisions of this Operating Agreement.

"Minimum Gain" has the meaning given to such term by section 1.704-2 of the Regulations.

"Net Income" and "Net Losses" mean, for each Fiscal Year or other period, the net income or net loss of the Company determined in accordance with generally accepted accounting principles, adjusted, if deemed appropriate by the Manager, to reflect the cash method of accounting.

"Partner Nonrecourse Debt" has the meaning given to such term by Section 1.704-2(b)(4) of the Regulations.

"Person" means any natural person, corporation (including any non-profit corporation), cooperative, company, general partnership, limited partnership, limited liability company, joint venture, estate, trust, business trust, organization, association, labor union, governmental body, custodian, nominee or any other individual or entity.

"Prime Rate" means, at any time, the prime rate published at such time in the *Wall Street Journal*.

"Pro Rata" means, with respect to the Members and Assignees, an allocation, distribution or other sharing arrangement made in proportion to their respective Members' Percentages.

"Regulations" means the income tax regulations, including final and temporary regulations, promulgated under the Code, as amended and in effect from time to time (including corresponding provisions of succeeding regulations).

"SDAT" means the Maryland State Department of Assessments and Taxation.

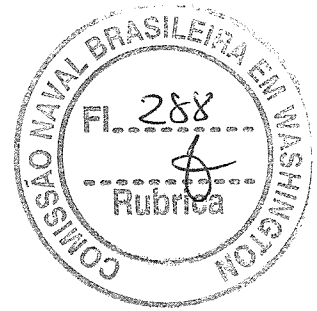
"Section 705(a)(2)(B) Expenditures" means expenditures of the Company not deductible in computing its taxable income and not properly chargeable to capital account in accordance with Section 705(a)(2)(B) of the Code and those expenditures deemed to be Section 705(a)(2)(B) expenditures by the Regulations promulgated under Section 704(b) of the Code.

"State" means the State of Maryland.

"Units" means units of ownership interests in the Company. The total number of Units that the Company shall have authority to issue is Two Hundred (200).

EXHIBIT C

LIFE INSURANCE POLICIES



| <u>NAME OF INSURED</u> | <u>NAME OF INSURANCE CARRIER AND POLICY NUMBER</u> | <u>AMOUNT OF COVERAGE</u> | <u>KEY-MAN PORTION OF INSURANCE (IF ANY)</u> |
|------------------------|--|---------------------------|--|
| Gregory Kahn | _____ # _____ | \$ _____ | \$ _____ |

INITIALS: _____

DATE: _____

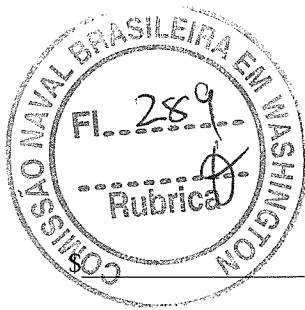


EXHIBIT D

PROMISSORY NOTE

_____, 20__

FOR VALUE RECEIVED, the undersigned, _____ (hereinafter referred to as "Maker"), hereby promises to pay to _____ ("Payee"), at _____ or at such other place as the holder hereof may from time to time designate in writing, the principal sum of _____ Dollars (\$ _____), together with interest thereon from and after the date hereof [floating at the Prime Rate, from time to time.] The Note shall be repaid in sixty (60) consecutive monthly installments of principal and interest, beginning on the _____ day of _____, 20__ and on the same day of each month thereafter and a final payment equal to the unpaid balance of principal plus interest and any other amounts owed due on the _____ day of _____, 20__.

Maker shall have the right to prepay in part or in full, without penalty, this promissory note (together with accrued interest to the date of prepayment on the amount of principal thus prepaid) at any time or times in the inverse order of maturity.

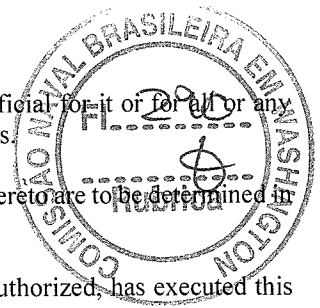
In the event of any failure to pay when due any installment of interest hereunder or any installment of the principal sum hereof, and the continuance of such failure to pay for a period of ten days after written notice (by certified or registered mail or by hand delivery) of such failure, this promissory note shall be considered to be in default and the entire unpaid principal sum hereof, together with accrued interest, shall at the option of the holder hereof become immediately due and payable in full.

Except as set forth herein, Maker waives presentment, demand and presentation for payment, notice of nonpayment and dishonor, protest and notice of protest and expressly agrees that this promissory note or any payment hereunder may be extended from time to time without in any way affecting the liability of Maker.

Upon the occurrence of any of the following events, the entire unpaid principal balance of this promissory note, together with accrued interest hereon and all other sums due Payee hereunder shall, at the option of Payee, at once become immediately due and payable, without presentment, demand, protest, notice of dishonor or notice of any kind, all of which are hereby waived by maker and all endorsers hereon, and, in addition, Payee shall have all other remedies under applicable law:

- (a) the sale, lease, transfer, exchange or other disposition of all or a significant portion (i.e., fifty percent (50%) or more) of the assets of the Maker (except for sales or exchanges of assets for which a replacement asset has been purchased or the purchase of which has been approved);
- (b) the merger or consolidation of the Maker with or into another corporation, partnership or limited liability company;
- (c) the dissolution of the Maker;
- (d) the adoption of a plan of liquidation of the Maker; or
- (e) any action by the Maker to commence any case, proceeding or other action (i) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to

its debts, or (ii) seeking appointment or a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets, or making a general assignment for the benefit of its creditors.



The validity and construction of this promissory note and all matters pertaining hereto are to be determined in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, Maker, by its appropriate officers thereunto duly authorized, has executed this promissory note and affixed its corporate seal on this _____ day of _____, 20__.

[IN WITNESS WHEREOF, Maker has executed this promissory note under seal on this _____ day of _____, 20__.]

GREGORIO'S AT SUMNER PLACE, LLC,
a Maryland limited liability company

By _____

ATTEST:

BRANCO

EM BRANCO

Declaration of No Bankruptcy

Date: 11/11/2024

To Whom It May Concern,

This letter serves as a formal declaration that **Gregorios at Sumner Place LLC**, a business entity registered with the address **4611-A Sangamore Road, Bethesda, MD 20816**, and Employer Identification Number (EIN) **84-2049545**, is not currently under any bankruptcy proceedings.

As of the date of this declaration, the company:

1. Has not filed for bankruptcy protection under Chapter 7, Chapter 11, or any other chapter of the U.S. Bankruptcy Code.
2. Is not subject to any involuntary bankruptcy petitions.
3. Is operating as a solvent entity in good standing.

This declaration is made in good faith and based on the best information available to the undersigned.

Sincerely,



Gregory Kahn
Partner
Gregorios at Sumner Place LLC
4611-A Sangamore Road
Bethesda, MD 20816



EM BRANCO

Bethesda

**Profit and Loss Statement
January-October 2024**



2024

INCOME:

Net Sales

TOTAL INCOME

COST OF GOODS SOLD

GROSS PROFIT

EXPENSE:

Direct Operating Expenses

Administrative Expenses

Salaries and Wages

Advertising

Rents

utilities

Other Operating Expenses

TOTAL EXPENSE

Net Profit (Loss)

The information contained herein is provided in good faith and based on the best information available to the undersigned.

Sincerely,

Gregory Kahn
Managing Partner
Gregorio's at Sumner Place LLC

EM BRANCO

**Bethesda
Balance Sheet
January-October 2024**



| | 2024 |
|---|------|
| Assets: | |
| Cash & Cash Equivalents | |
| Loan to shareholders | |
| Total Current Assets | - |
| | |
| Inventory | - |
| | |
| Other Assets | |
| | |
| TOTAL ASSETS | - |
| LIABILITIES: | |
| Accounts Payables & Accrued Expense | |
| Total Current Liabilities | - |
| | |
| Other Liabilities | |
| Long term debt | |
| Intercompany Payable | |
| Total Other Liabilities | - |
| | |
| TOTAL LIABILITIES | - |
| OWNERS' EQUITY: | |
| Retained Earnings | |
| Additional Paid in Capital | |
| TOTAL LIABILITIES & OWNERS' EQUITY | - |

The information contained herein is provided in good faith and based on the best information available to the undersigned.

Sincerely,

Gregory Kahn
Managing Partner
Gregory & Summer Place LLC

ALBRANCO