# Summary of Specific Amendments and Restatements of the Operating Agreement for Group Management 0002 LLC herein after referred to as the ("Company") Effective 12/29/2011

Previous wording since 12/20/2007 Amendment and Restatement of the Operating Agreement

#### 1.1 Amendment and Restatement

This Amendment and Restatement of the Operating Agreement of the Company ("Agreement") was adopted by the written consent representing an overall majority of Membership Interest in the Company effective December 20, 2007.

Current wording in the 12/29/2011 Amendment and Restatement of the Operating Agreement

## 1.1 Amendment and Restatement

This Amendment and Restatement of the Operating Agreement of the Company ("Agreement") was adopted by the written consent representing an overall majority of Membership Interest in the Company effective December 29, 2011.

Previous wording since 12/20/2007 Amendment and Restatement of the Operating Agreement

#### **8.4 Members Forced to Withdraw**

A Manager may act to remove any Member from the Company at any time without cause or reason provided that a majority of Membership Interest vote to do so. If the Member forced to withdrawal decides to retain their Membership Interest they will only be entitled to allocations of net profits, net losses and other tax items of the Company and to distributions form the Company, and shall not be entitled to vote or participate in the affairs and management of the company.

Current wording in the 12/29/2011 Amendment and Restatement of the Operating Agreement

## **8.4 Members Forced to Withdraw**

- 8.4.1 A Manager may act to remove any Member from the Company at any time without cause or reason provided that a majority of Membership Interest vote to do so. All Members forced to withdrawal from the Company will first be sent a communication from a Manager via mail requesting if the Member would like to retain their Membership Interest in the Company. It is always each Member's sole responsibility to notify the Company if the Member's notice address has changed from what they originally provided to the Company. Any Member who fails to properly notify the Company that their notice address has changed and fails to receive communications from the Company and fails to respond will still be subject to the terms of this Agreement.
- <u>8.4.2</u> If the Member fails to respond or communicate to any Manager of the Company via mail within 60 days of the communication from a Manager via mail requesting if the Member would like to retain their Membership Interest in the Company, their Membership Interest in the Company will be automatically sold back to the Company according to the terms set forth in Section 8.1.1.
- <u>8.4.3</u> If the Member communicates that they wish retain their Membership Interest in the Company to any Manager of the Company via mail within 60 days of the communication from a Manager via mail requesting if the Member would like to retain their Membership Interest in the company, they will only be entitled to allocations of net profits, net losses and other tax items of the Company and to distributions form the Company, and shall not be entitled to vote or participate in the affairs and management of the company.

**Note**: Section 11.7 of the Operating Agreement for the Company reads that it may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument, binding upon all parties hereto, notwithstanding that all such parties may not have executed the same counterpart.

**IN WITNESS WHEREOF**, the undersigned Member acknowledges that they have a PDF copy of the 12/20/2007 Amendment and Restatement of the Operating Agreement for the Company signed by a Manager of the Company and a PDF copy of the current 12/29/2011 Amendment and Restatement of the Operating Agreement for the Company signed by a Manager of the Company. Additionally, the undersigned Member agrees with and accepts the new Amendments and Restatements listed above into the 12/29/2011 Amendment and Restatement of the Operating Agreement for the Company and agrees with and accepts the newly updated Operating Agreement for the Company.

Members Signature	Date	
Members Name Printed _		