UCB

BROWNE GEORGE ROSS LLP
Andrew A. August (State Bar No. 112851)
aaugust@bgrfirm.com
David S. Wakukawa (State Bar No. 262546)
dwakukawa@bgrfirm.com
101 California Street, Suite 1225
San Francisco, California 94111
Telephone: (415) 391-7100
Facsimile: (415) 391-7198

Attorneys for Patrick Willis

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA, CIVIL DIVISION

16CV301681

Patrick Willis, Plaintiff, vs. EP13, a Nevada Limited Liability Company and Eren Niazi, an individual, Defendants.	Case No. **COMPLAINT FOR DAMAGES AND TO QUIET TITLE** Trial Date: None Set

Plaintiff Patrick Willis ("Plaintiff" or "Willis") brings this action against the Defendants herein, and alleges as follows:

INTRODUCTION

1. Plaintiff brings this action as a member and manager of Defendant EP13, a Nevada limited liability company, to quiet title to real property purchased with funds fraudulently obtained from Plaintiff by Defendant Eren Niazi, and for damages.

2. All are newly developed residential properties located in the city of Morgan Hill (collectively, "the Properties"). Plaintiff is informed and believes, and thereon alleges, that Niazi bought these Properties for investment income which is rightfully Plaintiff's. Collectively, all three real properties are referred to as "the Properties."

2. Defendant Niazi is wrongfully and fraudulently named as the co-manager and member of nominal Defendant EP13, and Niazi caused title in the disputed Properties

FAXED

to be recorded in the name of EP13. In fact, ownership of the properties and the recordation of title in EP13 were obtained through Niazi's fraud and breach of fiduciary duty towards Willis.

3. Plaintiff seeks monetary damages from Defendant Niazi in the form of the transaction costs (commissions, escrow fees, taxes, etc.) to which he did not consent, lost profits from the use of his monies and from the disputed properties, as well as a judgment quieting title to the Properties in Willis' name.

PARTIES AND VENUE

4. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, Defendant was and is a Nevada limited liability company. Plaintiff is informed and believes, and thereon alleges, that a true and correct copy of the Operating Agreement of that entity is attached hereto as Exhibit A and incorporated herein by this reference (the "Operating Agreement").

5. Plaintiff is informed and believes, and thereon alleges, that the first disputed property is located at 19501 Caraway Place, Morgan Hill, CA 95037 ("Caraway"), located in Santa Clara County and the legal description of the Property is:

> Real property in the City of Morgan Hill, County of Santa Clara, State of California, described as follows:
>
> Fee simple title in and to Lot 29 as shown on the map of Tract 10228, Tilton Park, filed for record on September 29, 2014, in Book 876 of Maps at Pages 9 through 16, inclusive in the Official Records of the County of Santa Clara, State of California ("Map").
>
> APN: 712-15-030.

(See Grant Deed attached hereto as Exhibit B and incorporated herein by reference.)

6. Plaintiff is informed and believes that the second disputed property is located at 19610 Annatto Lane, Morgan Hill, CA 95037 ("Annatto"), located in Santa Clara County and the legal description of the Property is:

> Real property in the City of Morgan Hill, County of Santa Clara, State of California, described as follows:
>
> Fee simple title in and to Lot 4 as shown on the map of Tract 10228, Tilton Park, filed for record on September 29, 2014, in Book 876 of Maps at Pages

9 through 16, inclusive, in the Official Records of the County of Santa Clara, State of California ("Map").

APN: 712-15-005.

(See Grant Deed attached hereto as Exhibit C and incorporated herein by reference.)

7. Plaintiff is informed and believes that the third disputed property is located at 31 Tilton Avenue, Morgan Hill, CA 95037 ("Tilton"), located in Santa Clara County. The legal description of the property is as follows:

Real property in the City of Morgan Hill, County of Santa Clara, State of California, described as follows:

Fee simple title in and to Lot 28 as shown on the map of Tract 10228, Tilton Park, filed for record on September 29, 2014, in Book 876 of Maps at Pages 9 through 16, inclusive, in the Official Records of the County of Santa Clara, State of California ("Map").

APN: 712-15-029.

(See Grant Deed and Deed of Trust attached hereto as Exhibits D, respectively, and incorporated herein by reference.)

8. Venue is proper in this Court pursuant to California Code of Civil Procedure Sections 760.040(a) and -.050(a), because the subject real properties are located in the County of Santa Clara, California.

FACTS COMMON TO ALL CAUSES OF ACTION

9. Plaintiff Patrick Willis and Defendant Niazi met sometime in the fall of 2014. Defendant Niazi steadily developed a friendly relationship with Plaintiff, and caused Plaintiff to think of him as a friend and advisor whom he could trust. Among his many misrepresentations and omissions, Niazi represented that he was a wealthy and successful businessperson who owned a thriving company, Open Source Storage LLC ("OSS").

10. Niazi induced Plaintiff into investing his money with him, through a variety of oral misrepresentations, beginning in late 2014 and continuing through the present. He represented in conversations that Plaintiff's money would be prudently invested for safekeeping and growth. In fact those representations were knowingly false, and were

intended to induce Plaintiff to invest his money through Defendant Niazi. Niazi exercised discretionary control over those funds without Plaintiff's knowledge or consent.

11. Defendant effectuated his fraud and breach of fiduciary duty by telling Plaintiff that it was necessary and desirable to set up a joint account, on which he was a signatory, which would be funded in equal parts by both Plaintiff and Niazi. But Niazi did not make his promised contribution.

12. Niazi also raised the prospect of investing in the publicly-traded equity markets and in real estate, selling Plaintiff on the wisdom and safety of those investments. Niazi told Plaintiff that it was necessary and desirable, from legal and tax perspectives, to form business entities, which were named EP11, EP13, and EP18. Niazi made himself an equal manager and member of those entities.

13. Without informing Plaintiff, Niazi made unilateral decisions about how to invest Plaintiff's money, informing him after the fact, in vague and general terms, that "they" had together invested in the markets and in real estate. Niazi did not bother to obtain his permission beforehand, or to obtain his real consent by disclosing the essential particulars of those decisions, at any time.

14. All of the Properties are currently titled in EP13, of which Niazi is an equal co-manager and co-member, but the entirety of the purchase prices of those properties came from Plaintiff's funds. To the extent that Niazi holds any interest of the Property through EP13's record titles, that was obtained by fraud and from the misuse of Plaintiff's money, and he and EP13 hold title in constructive trust for Plaintiff's benefit.

15. Niazi actively concealed his fraud and breaches of confidence toward Plaintiff by keeping up false pretenses of his and OSS's success, by misrepresenting the house as his own, and by purposefully keeping Plaintiff in the dark about the use of his money. He also committed and concealed his fraud by forging Plaintiff's signature on numerous documents. And Niazi caused all mail for the EP entities, for banking accounts, and investment accounts to go to a postal box that he alone checked.

16. As a result of his trust and confidence in Niazi, as well as Niazi's active

concealment of his misconduct, Plaintiff was unaware of, and despite reasonable diligence could not have discovered earlier, Niazi's fraud and various breaches of duty. He had no reason to doubt Niazi until October of this year, when Niazi became increasingly erratic and paranoid, talking of unspecified government agents "coming to get him," which talk escalated into fear of snipers. Also this month, Niazi made an unhinged phone call to Plaintiff, in which he stated, among other things, that "they think I stole your money!" This made Plaintiff suspicious that Niazi's paranoia was the sign of mental illness or a guilty conscience, and he began investigating Niazi and their financial dealings together. He discovered that he alone had likely financed the purchases of the properties at issue, but that this fact is not accurately reflected in the legal titles on those properties.

FIRST CAUSE OF ACTION

(Fraud – Against Eren Niazi)

17. Plaintiff incorporates herein by this reference as set forth in full, the allegations of the preceding paragraphs above.

18. Eren Niazi made repeated and knowing misrepresentations to Plaintiff about what would happen, or was happening, to Plaintiff's money. He uttered those falsehoods with the intention that Plaintiff reasonably rely on them so that he could enrich himself at Plaintiff's expense. Relying on those misrepresentations, Plaintiff entrusted certain monies to be invested and managed by Niazi.

19. As a proximate result of Niazi's fraud, Plaintiff lost substantial sums through unsuitable and imprudent investments, including but not limited to the properties at issue. This resulted in substantial out of pocket damages as well as lost opportunities to invest his money into a well-managed portfolio of investments.

20. The conduct of Niazi alleged herein was done knowingly, intentionally, and maliciously to deprive Plaintiff of his money and to enrich himself. Plaintiff is therefore entitled to an award of punitive and exemplary damages.

SECOND CAUSE OF ACTION

(Breach of Fiduciary Duty – Against Niazi)

21. Plaintiff incorporates herein by this reference as set forth in full, the allegations of the preceding paragraphs above.

22. Defendant Niazi earned Plaintiff's complete trust and confidence through the misrepresentations alleged herein. He deliberately and steadily led Plaintiff to trust and confide in his purported honesty and good judgment. To keep that wrongfully placed trust, he continually concealed the truth of his misrepresentations and withheld significant financial information from Plaintiff.

23. Niazi was Plaintiff's fiduciary with the highest duties of honesty, disclosure, diligence, loyalty, and good faith. He breached every one of those duties by, among other things, withholding material information from Plaintiff and inducing Plaintiff to acquiesce to imprudent financial decisions.

24. As a proximate result of Niazi's breaches of his fiduciary duties, Plaintiff suffered money damages in an amount to be proven at trial, including in the form of unnecessary transaction costs, diminishment of his assets as a result of unsuitable and imprudent investments, and lost opportunities.

25. The aforementioned misconduct of Defendant Niazi was done knowingly, intentionally, and maliciously to deprive Plaintiff of his hard-earned money. Plaintiff is therefore entitled to an award of punitive and exemplary damages.

COUNT THREE

(Quiet Title – Against Niazi and EP13)

26. Plaintiff incorporates herein by this reference as set forth in full, the allegations of the preceding paragraphs above.

27. Plaintiff is the sole owner in fee simple of the three real properties hereinabove described as the Properties (Caraway, Annatto, and Tilton).

28. The basis of Plaintiff's title is the fact that title in EP13 was procured through the fraud of Defendant Niazi, when in fact the Properties were purchased entirely

with the funds of Plaintiff and held in constructive trust for Plaintiff.

29. Plaintiff is informed and believes, and thereon alleges, that only Defendant Niazi, through Defendant EP13, claims an interest in any of those Properties. Plaintiff is aware of no other claims to interest in those Properties.

30. Plaintiff seeks to quiet title in the Properties in his name. For the Caraway property, he seeks to quiet title as of the date of its fraudulent conveyance to EP13, executed on February 3, 2016; for the Annatto property, as of the date of its fraudulent conveyance to EP13, executed October 8, 2015; and for the Tilton property, as of the date of its fraudulent conveyance to EP13, executed October 28, 2015.

31. Plaintiff is aware of no debt owed on any of the Properties based on his search of the property profiles and title records.

32. Plaintiff is filing immediately upon commencement of this action notices of pendency of this action with the county recorder's office for Santa Clara County.

33. Plaintiff seeks in this action to quiet title against the claims of Defendants, and each of them. The claims of Defendants, and each of them, are without merit and Defendants have no right, title, or interest whatsoever in the above-described property. Plaintiff seeks to quiet title in the aforementioned real properties solely in his name, free and clear of any claimed interest by Defendants, and each of them.

WHEREFORE, Plaintiff prays for judgment as follows:

PRAYER

1. For damages according to proof;

2. For a judgment quieting title in the aforementioned Properties finding that Plaintiff Patrick Willis is the owner in fee simple of those properties and that Defendants, and each of them, have no enforceable interest, express or implied, in that real property;

3. For punitive and exemplary damages against Defendant Eren Niazi;

4. For the costs of this action, including reasonable attorney's fees; and

5. For such other and further relief as the Court may deem just.

DATED: October 26, 2016

BROWNE GEORGE ROSS LLP
Andrew A. August
David S Wakukawa

By _____
Andrew A. August
David Wakukawa

Attorneys for Plaintiff

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA COUNTY

I have read the foregoing Complaint and know its contents.

☒ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am _____, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for _____, a party to this action. Such party is absent from the county where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on October 26, 2016, at San Jose, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Patrick Willis
Print Name of Signatory

Signature

EXHIBIT A

OPERATING AGREEMENT OF
EP13, LLC
[a Nevada limited liability company]

THIS OPERATING AGREEMENT (this "***Agreement***") is made and entered into effective December ___ , 2015 (the "***Effective Date***"), by and among **EP13, LLC** (the "***Company***"), a Nevada limited liability company, and the parties identified in **Appendix A** to this Agreement (the "***Members***").

ARTICLE 1
THE LIMITED LIABILITY COMPANY

1.1 Formation. As of the Effective Date, the Members formed a Nevada limited liability company under the name EP13, LLC, on the terms and conditions set forth in this Agreement and pursuant to the Nevada Limited Liability Company Act, Chapter 86 of the Nevada Revised Statutes, as amended from time-to-time (the "***LLC Act***"). The rights and obligations of the parties will be as provided in the LLC Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name EP13, LLC.

1.3 Purpose. The purpose of the Company will be to act as general partner in limited partnerships sponsored or organized by the Company (the "***Business***") and to engage in any act or activity incidental to the Business.

1.4 Offices. The Company will maintain its principal business office at 117 Bernal Road 70-265, San Jose, California 95119.

1.5 Registered Agent. National Registered Agents, Inc. will be the Company's initial registered agent in Nevada and the registered office will be at 769 Basque Way, Carson City, Nevada 89706.

1.6 Term. The term of the Company will commence on the Effective Date and will continue until terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The names and addresses of the Members are set forth in **Appendix A** to this Agreement. Appendix A will be revised to reflect any issuance of additional Units (as defined in Section 2.2) by the Company and any transfer of Units in accordance with the provisions of this Agreement.

1.8 Approval of the Members. For purposes of this Agreement, "***Approval of the Members***" means approval by Members holding at least 51% of the issued and outstanding Units.

1.9 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company without prior Approval of the Members.

1.10 Rights of Creditors and Third Parties. This Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and voluntary assigns. This Agreement is not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any contribution or otherwise.

ARTICLE 2
CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions. The value (and Gross Asset Value, as defined in Appendix D, of property contributed), nature, and timing of each Member's initial capital contribution to the Company are as set forth in **Appendix B** to this Agreement.

2.2 Units of Membership Interest. Except as otherwise provided in this Agreement, the interest of each Member in the capital and profits of the Company will be in the form of units of membership interest ("***Units***"). The Company is authorized to issue up to 500 Units. Initially, 100 Units will be issued to the Members in exchange for the initial capital contributions described in **Appendix B** to this Agreement. No certificates will be issued to represent Units.

2.3 Initial Allocation of Units. The number of Units credited to each initial Member is as set forth in **Appendix A** to this Agreement.

2.4 Membership Percentages. Each Member's percentage interest in the Company (the "***Membership Percentage***") will be equal to the ratio, expressed as a percentage (rounded to the nearest one-hundredth of a percent), of the number of Units owned by the Member divided by the total number of issued and outstanding Units.

2.5 Additional Capital Contributions.

2.5.1 General. The Members intend that, to the maximum extent possible, Company obligations are to be paid from operating cash flows and from short-term or long-term Company borrowings (including, but not limited to, loans from Members as provided in Section 5.5 of this Agreement).

2.5.2 Capital Calls; Issuance of New Units. To the extent that cash flow from operations and Company borrowings are not sufficient to meet the obligations of the Company as they become due, the Manager, with the Approval of the Members, may make a "Capital Call" to require the Members to contribute additional capital to the Company by purchasing additional Units ("***New Units***") in the Company pro rata in proportion to each Member's then-existing Membership Percentage. The Manager will, in conjunction with declaring such a Capital Call, establish the purchase price of the New Units at a value that reasonably estimates the then-

current fair market value of an issued and outstanding Unit, based on and reflecting the adjustment of the Gross Asset Value of all Company assets (as provided in paragraph (b)(i) of the definition of *Gross Asset Value* set forth in **Appendix C** to this Agreement) to reflect their respective fair market values.

2.5.3 Failure to Make Capital Call. If any Member (a "***Defaulting Member***") for any reason fails to make such Member's Capital Call contribution by purchasing the Member's pro rata share of New Units at the established purchase price, the other Members (the "***Advancing Members***") may advance funds (a "***Default Advance***") pro rata in proportion to their respective Membership Percentages as in effect on the date of the Capital Call, or as they otherwise may agree, for the account of the Defaulting Member.

2.5.4 Default Advance. A Default Advance will be a debt of the Defaulting Member due to the Advancing Members and will bear interest from the date made at 5% per annum, compounded monthly, and will be immediately due and payable to the Advancing Members, with interest, without further demand or notice. Notwithstanding any other provision of this Agreement, all amounts of cash otherwise distributable from the Company to the Defaulting Member will be charged against the Defaulting Member's Capital Account but will paid to the Advancing Members until all Default Advances, and all interest and costs of collection with respect to all Default Advances, have been repaid in full. Default Advances will be repaid in chronological order (namely, a Default Advance relating to a particular Capital Call will be repaid before any Default Advance relating to subsequent Capital Calls). With respect to a particular Default Advance, payments will be allocated among the Advancing Members pro rata in proportion to their respective Default Advance amounts. A Default Advance will be the personal obligation of the Defaulting Member to the Advancing Members and, if not repaid within 30 days of the date made, the Advancing Members may pursue any remedy at law or in equity for its repayment, or may proceed as provided in Section 2.5.5.

2.5.5 Elective Issuance of Additional New Units to Advancing Members. If a Defaulting Member has not repaid to the Advancing Members the entire amount of all Default Advances, plus interest and costs of collection, within 30 days of the date of the Default Advance, each Advancing Member will have the absolute right, exercisable at any time and in the Advancing Member's sole discretion, to require in writing that the Company issue to the Advancing Member a number of New Units representing the amount of the Advancing Member's pro rata share of the principal amount of the unpaid Default Advance (the "***Remaining Default Amount***"), based on the purchase price established by the Managers at the time of the Capital Call with respect to the Default Advance. If an Advancing Member is issued additional New Units as provided in this Section 2.5.5, the Remaining Default Amount due to that Advancing Member will be extinguished on completion of the issuance of the New Units to the Advancing Member; however, the Defaulting Member will remain obligated to the Advancing Member for any interest accrued and any collection costs incurred through the issuance date.

2.6 No Interest on Capital Contributions. Members will not be entitled to interest or other compensation for their capital contributions except as expressly provided in this Agreement.

ARTICLE 3
ALLOCATION OF PROFITS AND LOSSES; PROVISIONS FOR DISTRIBUTIONS

3.1 Definitions. Capitalized terms used in this Article 3 have the meanings given in Appendix C.

3.2 Allocation of Profits and Losses. Subject to the special allocations and limitations set forth in Section 3.4 and Appendix D, the Profits and Losses of the Company for each Allocation Period will be allocated among the Members as follows:

3.2.1 Losses. Losses will be allocated among the Members as follows:

(a) Losses will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

(b) The Losses allocated pursuant to Section 3.2.1(a) may not exceed the maximum amount of Losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Allocation Period. If some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 3.2.1(a), the limitation set forth in this section will be applied on a Member-by-Member basis so as to allocate the maximum permissible Losses to each Member under Treasury Regulation §1.704-1(b)(2)(ii)(d).

(c) All Losses in excess of the limitations set forth in Section 3.2.1(b) will be allocated to those Members (if any) that have a positive Capital Account Balance, and allocated among them pro rata in proportion to their respective positive Capital Account balances, and thereafter to all the Members in accordance with their interests in the Company as determined by the Manager in his reasonable discretion.

3.2.2 Profits. Profits will be allocated among the Members as follows:

(a) First, Profits will be allocated to each Member that previously has been allocated Losses pursuant to Section 3.2.1 that have not been fully offset by allocations of Profits pursuant to this section ("*Unrecovered Losses*") until the cumulative amount of Profits allocated to each such Member pursuant to this section is equal to the cumulative amount of Losses previously allocated to that Member. Profits allocated pursuant to this section will be allocated among such Members pro rata in proportion to their respective Unrecovered Losses.

(b) Next, all remaining Profits will be allocated to the Members pro rata in proportion to their respective Membership Percentages.

3.3 Distribution of Net Cash Flow.

3.3.1 General. Except as expressly provided in Section 3.3.2, and except for liquidating distributions in accordance Article 10, the Net Cash Flow of the Company, if any, will be distributed to the Members at such times and in such amounts as determined by the

Manager, with the Approval of the Members. All distributions of Net Cash Flow will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

3.3.2 Tax Draws. Except on Approval of the Members, the Manager will cause the Company to make quarterly distributions (timed to coincide with the due dates for payments of federal income tax estimates) in an amount equal to 42% of the Company's net taxable income or gain for federal income tax purposes (or an estimate of the taxable income or gain as determined by the Manager) for each fiscal year. Those distributions ("***Tax Draws***") will be allocated among the Members in the manner (determined or estimated by the Manager) that the Company's taxable income or gain will be allocated among the Members for the fiscal year. The Manager may adjust the percentage to be distributed as Tax Draws to reflect changes in the maximum marginal tax rates (but, in all cases, the percentage will be applied uniformly to all Members).

3.4 Special Allocations and Limitations. The Members intend that in general all allocations of Profits and Losses will be pro rata as described in Section 3.2. However, in order to comply with federal income tax regulations regarding the substantial economic effect of Company allocations, in the special circumstances described in such provisions, all allocations of Company Profits or Losses are subject to the special allocations and limitations described in **Appendix D** to this Agreement.

3.5 Allocations for Income Tax (But Not Capital Account) Purposes.

3.5.1 Contributed Property. If a Member contributes property with an initial Gross Asset Value that differs from its adjusted basis for federal income tax purposes ("***Adjusted Tax Basis***") at the time of contribution, income, gain, loss, and deductions with respect to the property will, solely for federal income tax purposes, be allocated among the Members in accordance with Internal Revenue Code (IRC) §704(c)(1)(A) and Treasury Regulation §1.704-1(b)(2)(iv)(d) so as to take account of any variation between the Adjusted Tax Basis of the property to the Company and its Gross Asset Value at the time of contribution.

3.5.2 Revalued Property. If the Gross Asset Value of any Company asset is adjusted pursuant to the definition of *Gross Asset Value* (set forth in **Appendix C** to this Agreement), subsequent allocations of income, gain, loss, and deduction with respect to that asset will, solely for federal income tax purposes, take account of any variation between the Adjusted Tax Basis of the asset and its Gross Asset Value in the same manner as under IRC §704(c) and the Treasury Regulations under IRC §704(c).

3.5.3 Allocation Methods. Any elections or other decisions relating to allocations pursuant to subsection (a) or (b) of Section 3.5 will be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement.

3.5.4 Distributions of Contributed Property.

(a) Pursuant to IRC §704(c)(1)(B), if any contributed property is distributed by the Company to any Member other than to the contributing Member within seven years of

being contributed, then, except as provided in IRC §704(c)(2), the contributing Member will, solely for federal income tax purposes, be treated as recognizing gain or loss from the sale of that property in an amount equal to the gain or loss that would have been allocated to that Member under IRC §704(c)(1)(A) if the property had been sold at its fair market value at the time of the distribution.

(b) If the Company makes any distribution of property (other than money) to a Member within seven years after that Member contributed property (other than money) to the Company, the Member will, solely for federal income tax purposes, be treated as recognizing gain in an amount equal to the lesser of:

(i) the excess (if any) of the fair market value of the property (other than money) received in the distribution over the adjusted basis of the Member's membership interest immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution; or

(ii) the Member's Net Precontribution Gain (as defined in IRC §737(b)). The Net Precontribution Gain means the net gain (if any) that would have been recognized by the distributee Member under IRC §704(c)(1)(B) if all property that had been contributed to the Company within seven years of the distribution, and was held by the Company immediately before the distribution, had been distributed by the Company to another Member. If any portion of the property distributed consists of property that had been contributed by the distributee Member to the Company, then that property will not be taken into account under Section 3.5.4(b) and will not be taken into account in determining the amount of the Net Precontribution Gain. If the property distributed consists of an interest in an entity, the preceding sentence will not apply to the extent that the value of the interest is attributable to the property contributed to the entity after the interest had been contributed to the Company.

3.5.5 Recapture. All recapture of income tax deductions resulting from the sale or disposition of Company property will be allocated to the Members to whom the deduction that gave rise to such recapture was allocated under this Agreement to the extent that such Member is allocated any gain from the sale or other disposition of that property.

3.5.6 Effect of Tax Allocations. Allocations pursuant to Section 3.5 are solely for purposes of federal, state, and local income taxes and will not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, or distributions pursuant to any provision of this Agreement.

3.6 No Right to Demand Return of Capital. No Member will have any right to any distribution except as expressly provided in this Agreement. No Member will have any drawing account in the Company.

3.7 Transfer of Units by Member During Fiscal Year. If, after compliance with the requirements of Article 8, any Member during any fiscal year of the Company transfers any Units by sale, exchange, transfer, assignment, gift, death, or operation of law, or in any other manner, the Profits or Losses of the Company allocable to the transferred Units will be prorated between

the transferor and the transferee in accordance with the number of days during the fiscal year that each party owned the Units; but the Profits or Losses realized by the Company from an insurance recovery or a condemnation award will be allocated to the owner of the Units on the date of the transaction.

ARTICLE 4
MANAGEMENT OF COMPANY; POWERS AND DUTIES OF MANAGER

4.1 Management of Company Business. The Company is a manager-managed limited liability company. The management and control of the Company and its business and affairs will be vested exclusively in the manager or managers of the Company (the "***Manager(s)***"). The Managers may be, but need not be, a Member. The initial Managers are Eren Niazi and Patrick L. Willis. The Managers will have all the rights and powers that may be possessed by a manager in a manager-managed limited liability company pursuant to the LLC Act and such rights and powers as are otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Managers' duties under this Agreement and to the management of the Business and affairs of the Company. Without limiting the generality of the foregoing, but subject to the limitations of Section 4.2, the Managers will have the following rights and powers (which they may exercise at the cost, expense, and risk of the Company):

(a) To expend the funds of the Company in furtherance of the Company's Business.

(b) To perform all acts necessary to manage and operate the Company's Business and properties, including engaging any person or persons that the Manager deems advisable for such purposes.

(c) To execute, deliver, and perform on behalf of and in the name of the Company any and all agreements and documents deemed necessary or desirable by the Managers to carry out the Business of the Company, including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the Company in any of its assets, or any part of its assets, whether held in the Company's name, the Manager's name, or otherwise. No other signature or signatures will be required.

(d) To borrow or raise money on behalf of the Company in the Company's name or in the name of the Managers for the benefit of the Company and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment of indebtedness by mortgage, security agreement, pledge, or conveyance or assignment in trust of the whole or any part of the assets of the Company, including contract rights.

4.2 Limitations on Authority of the Managers. Without first obtaining the Approval of the Members, no Manager will have the authority to:

(a) Amend the Company's Articles of Organization or this Agreement;

(b) Sell or otherwise dispose of any assets owned by the Company other than in the ordinary course of business;

(c) Dissolve the Company;

(d) Merge the Company with another entity or convert the Company into a different type of entity;

(e) Admit a new Manager or Member; or

(f) Borrow money or otherwise incur indebtedness in the Company's name in excess of $50,000 in a single transaction or in a series of related transactions.

4.3 Successor Manager; Multiple Managers. If the Manager or any successor or additional Manager resigns or is removed as Manager, the Members may elect a successor Manager by Approval of the Members. The Members, by Approval of the Members, may at any time or from time to time elect one or more additional Managers. Any successor or additional Manager will have the same powers, authority, and rights as provided for the Manager under this Agreement and the LLC Act. At any time when there are two or more Managers:

(a) References in this Agreement to the Manager will be deemed to include all the Managers;

(b) Actions by the Managers will require the approval of a majority of the then-acting Managers;

(c) Any Manager individually may execute on behalf of the Company any document authorized or approved by the Managers as provided in this Article and by the Members to the extent that authorization or approval is required pursuant to Section 4.2 of this Agreement; and

(d) In the event of and disagreement or disputes between multiple Managers, the decision of Eren Niazi shall be adopted and shall be binding on the Company.

4.4 Duties of the Manager. The Manager will manage and control the Company's Business and affairs to the best of his ability and will use his best efforts to carry out the Business of the Company. The Manager will devote such time to the Business and affairs of the Company as is reasonable, necessary, or appropriate. Whenever reasonably requested by any Member, the Manager will provide a full and complete accounting of all dealings and transactions relating to the Business of the Company. The Manager will have a fiduciary responsibility for safekeeping and using all funds and assets of the Company, whether or not in his immediate possession or control, and the Manager will not employ or permit another to employ such funds or assets in any manner except for the exclusive benefit of the Company.

4.5 Limitation on Liability of the Manager to the Company or the Members. Subject to the restrictions set forth in Section 4.7, the Manager will have no liability to the Company or to any Member for any loss suffered by the Company or any Member that arises out

of any action or inaction of the Manager as long as the Manager's conduct was in good faith and the Manager reasonably believed that his conduct was in the best interests of the Company.

4.6 Indemnification of the Managers. Subject to the restrictions of Section 4.7, the Company will indemnify the Managers against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the Company or against the Manager in connection with the Company, as long as the Manager's conduct was in good faith and the Manager reasonably believed that his conduct was in the best interests of the Company. The satisfaction of any indemnification and any saving harmless will be from, and limited to, Company assets, and the Members will not have any personal liability on account of any such indemnification.

4.7 Restrictions. The Manager will not be relieved of liability pursuant to Section 4.5 and will not be entitled to indemnification pursuant to Section 4.6 for:

(a) Any breach of the Manager's duty of loyalty to the Company or its Members;

(b) Any acts or omissions not in good faith that involve intentional misconduct or a knowing violation of law;

(c) Any unlawful distribution to Members in violation of NRS 86.343; or

(d) Any transaction from which the Manager derives an improper personal benefit.

4.8 Removal of a Manager. The Members may, by Approval of the Members, remove or replace any Manager or substitute another Manager for any Manager at any time and for any reason or for no reason.

ARTICLE 5
PROVISIONS APPLICABLE TO ALL MEMBERS

5.1 Dealing with the Company. The Members, the Manager, and affiliates of the Members or the Manager may deal with the Company by providing or receiving property and services to or from the Company, and may receive from others or the Company normal profits, compensation, commissions, or other income incident to those dealings as long as any such transaction is approved in advance by the Manager or, for dealings with the Manager, by Approval of the Members.

5.2 Limitations on Powers of the Members. Except as otherwise expressly stated in this Agreement, no Member who is not also a Manager will:

(a) Be permitted to take an active part in the control of the business or affairs of the Company;

(b) Have any direct voice in the management or operation of the Company; or

(c) Have any authority or power in the capacity of a Member to act as an agent for or on behalf of the Company to do any act that would be binding on the Company or to incur any expenditure with respect to the Company or its property.

5.3 Liability of the Members and Manager. Except to the limited extent provided in the LLC Act, no Member or Manager will have any personal liability for any Company obligation, expense, or liability.

5.4 Other Business. Nothing in this Agreement will be deemed to restrict in any way the freedom of any Member or Manager to conduct any other business or activity, even if that business or activity competes with the Business of the Company. As authorized by NRS 83.326, the Members mutually agree that neither of the following activities will constitute a breach of a Member's or a Manager's duty of loyalty to the Company and the Members:

(a) Competing with the Company in the course of the Business; or

(b) Entering into or engaging in, for a Member's or a Manager's own account, an investment, business, transaction, or activity that is similar to the investments, businesses, transactions, or activities of the Company (a "***Similar Activity***") without first offering the Company or the other Members an opportunity to participate in the Similar Activity or having any obligation to account to the Company or the other Members for the Similar Activity or the profits from the Similar Activity.

5.5 Loans. Any Member may, but will not be obligated to, make loans to the Company to cover the Company's cash requirements. Any such loans will bear interest at a reasonable rate to be determined by the Manager.

ARTICLE 6
COMPENSATION AND REIMBURSEMENT OF EXPENSES

6.1 Organization Expenses. All expenses incurred in connection with the organization of the Company will be paid by the Company.

6.2 Other Company Expenses. The Manager will charge the Company for his actual out-of-pocket expenses incurred in connection with the Company's Business. Any amounts paid by the Manager to satisfy obligations of the Company will be treated as loans to the Company.

6.3 Compensation. The Manager will be paid such reasonable compensation as is specifically authorized by the Approval of the Members.

ARTICLE 7
BOOKS OF ACCOUNT; ACCOUNTING REPORTS; TAX RETURNS; FISCAL YEAR; BANKING

7.1 Books of Account. The Company's books and records, a register showing the names of the Members and the respective interests held by each Member, and this Agreement

will be maintained at the principal office of the Company. Each Member will have access to those books and records at all reasonable times. The Manager will keep and maintain books and records of the operations of the Company that are appropriate and adequate for the Company's Business and for carrying out this Agreement.

7.2 Accounting Reports. Within 120 days after the end of each fiscal year of the Company, each Member will be furnished with copies of internally prepared financial statements of the Company.

7.3 Tax Returns. The Manager will cause to be prepared and timely filed with the appropriate authorities as necessary all federal and state income tax returns for the Company. Within 105 days after the end of each taxable year, or within a lesser time if prescribed by the Internal Revenue Service, each Member will be furnished with a statement that the Member may use in preparing his or her income tax returns, showing the amounts of any distributions, gains, profits, losses, or credits allocated to or against the Member during the fiscal year.

7.4 Method of Accounting. The Company will use the method of accounting for financial reporting and tax purposes selected by the Manager after consulting with the Company's accountants.

7.5 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company will be the calendar year.

7.6 Capital Accounts.

7.6.1 General. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with the following provisions:

(a) Each Member's Capital Account will be increased by the following items:

(i) the amount of money and the Gross Asset Value (as defined in Appendix C to this Agreement) of property contributed by the Member to the Company (net of liabilities secured by such contributed property that the Company assumes or is considered to assume or take subject to under IRC §752); and

(ii) the Member's distributive share of Profits and any items in the nature of income or gain that are specially allocated to the Member pursuant to paragraph 2, 3, 4, or 5 of Appendix D to this Agreement.

(b) Each Member's Capital Account will be decreased by the following items:

(i) the amount of money and the Gross Asset Value of any Company asset (net of liabilities secured by such distributed property that the Member assumes or is considered to assume or take subject to under IRC §752) distributed to the Member pursuant to any provision of this Agreement; and

(ii) the Member's distributive share of Losses and any items in the nature of expenses or losses that are specially allocated to the Member pursuant to paragraph 2, 3, 4, or 5 of **Appendix D** to this Agreement;

(c) If all or a portion of a Member's Units in the Company are transferred in accordance with the terms of this Agreement, the transferee will succeed to the Capital Account of the transferor to the extent that it relates to the transferred Units.

7.6.2 Compliance with Treasury Regulations. The provisions of Section 7.6 and the other provisions of this Agreement (including its appendixes) relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation §1.704-1(b), and will be interpreted and applied in a manner consistent with that regulation. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits to Capital Accounts (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or a Member), are computed in order to comply with the Treasury Regulation, the Manager may make that modification as long as the modification is not likely to have a material effect on the amounts distributed to any Member pursuant to Article 10 of this Agreement on the dissolution of the Company. The Manager also may (a) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulation §1.704-1(b)(2)(iv)(q), and (b) make any appropriate modifications if unanticipated events might otherwise cause this Agreement to fail to comply with Treasury Regulation §1.704-1(b).

7.6.3 Effect of NRS 86.341. The adjustments to the Members' Capital Accounts resulting from the definitions of Gross Asset Value and Profits and Losses are intended by the Members to be in lieu of the adjustments described in NRS 86.341.

7.6.4 No Deficit Restoration Obligation. Except as otherwise expressly required in the LLC Act, no Member will have any liability to restore all or any portion of a deficit balance in the Member's Capital Account.

7.7 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association as determined by the Manager. Those funds may be withdrawn from the account or accounts on the signature of any person or persons designated by the Manager.

7.8 Tax Matters Partner. Any Manager selected by a vote of the Managers when there are two or more Managers, as long as the Manager so selected is also a Member, is designated the Company's Tax Matters Partner ("***TMP***") as defined in IRC §6231(a)(7). (If no Manager is also a Member, the Manager will designate a Member to be the TMP in the manner described in Treasury Regulation §301.6231(a)(7)-2(b)(3).) The TMP and the other Members will use their reasonable efforts to comply with the responsibilities outlined in IRC §§6221–6234 (including any Treasury Regulations promulgated under those sections), and in doing so will incur no liability to any other Member.

ARTICLE 8
TRANSFERS OF INTERESTS

8.1 Restriction on Transfers. Capitalized terms used in this Article 8 have the meanings given in **Appendix E**. Except as otherwise permitted by this Agreement, no Member or Transferee shall Transfer all or any portion of the person's Units. If any Member or Transferee pledges or otherwise encumbers any of the person's Units as security for the payment of a debt, any pledge or hypothecation shall not constitute a Transfer but shall only be made

(a) pursuant to a pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all of the terms and conditions of this Article 8 and

(b) upon the consent of the Members.

A Transfer of an ownership interest in a Member or Transferee that is an Entity shall not constitute a Transfer of the Entity's interests in the Company.

8.2 Prohibited Transfers. Any purported Transfer of a Person's interests in the Company shall be null and void and of no force or effect whatever; provided that, if the Company is required to recognize a Transfer (or if the Company, in its sole discretion, elects to recognize a Transfer), the interest Transferred shall be strictly limited to the transferor's Economic Rights with respect to the Transferred interests, and distributions shall be first applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations, or liabilities for damages that the transferor or Transferee may owe to the Company.

In the case of a Transfer or attempted Transfer of a Person's Units, the parties engaging or attempting to engage in such Transfer shall indemnify and hold harmless the Company and the other Members from all costs, liability, and damage that the Company and the other Members may incur (including, without limitation, incremental tax liability and lawyers' fees and expenses) as a result of the Transfer or attempted Transfer and the enforcement of this provision.

8.3 Rights and Obligations of Arising Out of Transfers.

8.3.1 A Transfer of a Person's Units to a Person who is not a Member does not itself dissolve the Company or entitle the Transferee to become a Member or exercise any Management Rights. If a Person who is not a Member acquires a Person's interests in the Company but is not admitted as a Substitute Member pursuant to Section 8.4 of this Agreement, the Person shall be entitled only to the Economic Rights with respect to the Units, shall have no right to any information or accounting of the affairs of the Company, and shall not be entitled to inspect the books or records of the Company.

8.3.2 A Transfer of a Member's Units to a Person who is not a Member shall not cause the Member to cease to be a Member in connection with the assigned interest or cease to have the power to exercise the Management Rights associated with the assigned interest unless the Transferee or the Transferee's successor or assign becomes a Substitute Member. The

Transferee has no liability as a Member solely as a result of the assignment. A Person who assigns an interest in the Company is not released from any liability to the Company solely as a result of the assignment of the Economic Rights.

8.3.3 An assignment of an interest in the Company by a Member (the "***Assigning Member***") to any other Member (the "***Acquiring Member***") shall cause the Acquiring Member's Membership Interest to increase to the extent of the assigned interest (including both Economic Rights and Management Rights) and the Assigning Member's Membership Interest to decrease to the extent of the assigned interest. If a Member acquires an interest in the Company from a Transferee, the Member shall acquire both the Economic Rights with respect to the interest and the Management Rights with respect to the interest, and the Management Rights of the Member from whom the Transferee's interest was obtained shall decrease accordingly. If all of an Assigning Member's interests in the Company are assigned to one or more Acquiring Members, the assignment shall constitute a Cessation of the Assigning Member subject to Article 10 hereof. The Assigning Member shall not be released from liabilities to the Company, including without limitation Contribution obligations, but notwithstanding this the Acquiring Member shall be liable for any obligation to make Contributions with respect to the interest in the Company that the Acquiring Member so acquires.

8.3.4 If a court of competent jurisdiction charges a Membership Interest with the payment of an unsatisfied amount of a judgment with interest, to the extent so charged the judgment creditor shall be treated as a Transferee.

8.4 Acceptance of Transferee as Substitute Member.

8.4.1 Subject to the other provisions of this Article 8, a Transferee may be admitted to the Company as a Substitute Member, with all of the Management Rights of a Member, to the extent Transferred, only upon satisfaction of all of the conditions set forth below in this Section 8.4.

(a) The Members consent to the admission, which consent may be given or withheld in the sole and absolute discretion of the Members.

(b) Except as required above in Section 8.4.1(a), consent of the Members shall not be required for the admission of a Transferee as a Substitute Member.

(c) The Transferee shall become a party to this Agreement as a Member by executing the documents and instruments the Manager may reasonably require confirming the Transferee as a Member in the Company and the Transferee's agreement to be bound by the terms and conditions of this Agreement.

(d) The Transferee shall pay or reimburse the Company for all reasonable legal, filing, and publication costs that the Company incurs in connection with the admission of the Transferee as a Member with respect to the Transferred interests.

(e) The Transferee shall provide the Company with evidence satisfactory to counsel for the Company that the Transferee has made each of the representations and undertaken each of the warranties contained in the documents and instruments referred to in Section 8.4.1(c) above.

(f) If the Transferee is not an individual of legal majority, the Transferee shall provide the Company with evidence satisfactory to counsel for the Company of the authority of the Transferee to become a Member and to be bound by the terms and conditions of this Agreement.

8.4.2 A Transferee who becomes a Substitute Member has, to the extent of the interests assigned, the rights and powers and is subject to the restrictions and liabilities of a Member under the LLC Act, the Articles and this Agreement, and, to the extent of the interests assigned, is also liable for any obligations of the transferor to make Contributions, but is not obligated for liabilities reasonably unknown to the Transferee at the time the Transferee becomes a Member.

8.4.3 Neither the Member nor any subsequent transferor is released from any liability to the Company by virtue of a Transfer in which the Transferee becomes a Substitute Member and even if the Member whose Membership Interest is being transferred ceases to be a Member by virtue of the act, but the Member ceases to be a Member when one or more Transferees become Substitute Members with respect to the Member's entire Membership Interest.

8.5 Distributions and Allocations Regarding Transfers. If any Person's interest in the Company is Transferred during any Fiscal Year in compliance with the provisions of this Article 8, profits, losses, each item thereof, and all other items attributable to the interest for the Fiscal Year shall be divided and allocated between the transferor and the Transferee by taking into account their varying interests during the Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Manager. All distributions on or before the date of the Transfer shall be made to the transferor, and all distributions thereafter shall be made to the Transferee. Solely for purposes of making the allocations and distributions, the Company shall recognize the Transfer not later than the end of the calendar month during which it receives notice of the Transfer, provided that, if the Company receives notice of a Transfer at least ten Business Days prior to the Transfer, the Company shall recognize the Transfer as the date of the Transfer. If the Company does not receive notice of the date the interest was Transferred and the other information the Manager may reasonably require within 30 days after the end of the Fiscal Year during which the Transfer occurs, then all the items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, was the owner of the interest on the last day of the Fiscal Year during which the Transfer occurs. Neither the Company nor the Manager shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 8.5, whether or not the Manager or the Company has knowledge of any Transfer of ownership of any interest.

8.6 Right of First Refusal.

8.6.1 Transfer Notice. If a Member proposes to Transfer Units to a person who is not already a Member, the Assigning Member must first give a written notice (a "***Transfer Notice***") to the Company setting forth:

(a) The name of the proposed Transferee;

(b) The number of Units proposed to be Transferred (the "***Transfer Units***"); and

(c) The purchase price and payment terms for the proposed Transfer (the "***Transfer Terms***").

8.6.2 Transfer Option. For a period of 120 days after actual receipt of a Transfer Notice (the "***Option Period***"), the Company will have the option (the "***Transfer Option***"), but not the obligation, to purchase all or any portion of the Transfer Units for the Transfer Terms; however, if the Transfer Terms provide for a gift or consideration other than cash, the price and payment terms with respect to the Transfer Option will be as provided in Section 8.12. The Company may assign its Transfer Option to one or more of the other Members.

8.6.3 Sale. If the Company (or the Member or Members, if any, to whom the Company has assigned the Transfer Option) does not exercise the Transfer Option during the Option Period, the Transferring Member may complete the proposed Transfer described in the Transfer Notice as long as:

(a) The Transfer is for the same Transfer Units, the same Transferee, and the same Transfer Terms as described in the Transfer Notice;

(b) The Transfer is completed within 30 days after the expiration of the Option Period; and

(c) The Transferee signs a counterpart of and agrees to be bound by this Agreement.

Otherwise, the Transferring Member must again comply with the provisions of Article 8 before Transferring any Units. Such a Transfer will be subject to Section 8.10.

8.7 Death of a Member. On the death of any Member, the Company will have the option to purchase all the Units held by the deceased Member at the price and pursuant to the terms described in Section 8.12. The Company may transfer the option to one or more of the other Members. This option may be exercised by the Company (or the other Member or Members) at any time within 150 days after the death of the Member. If the Company (or the Member or Members, if any, to whom the Company has assigned the option) does not exercise the option, the Units held by the deceased Member may be Transferred in accordance with the deceased Member's will or trust or in accordance with the applicable laws of succession.

8.8 Divorce of a Member. If, as a result of or in connection with the divorce or separation of any Member, all or any portion of the Units held by the Member would otherwise be Transferred (whether by agreement or pursuant to a court decree or order) to the spouse of the Member (and the spouse is not also a Member), the Company will have the option to purchase the Units that would otherwise be Transferred to the spouse for the price and pursuant to the payment terms described in Section 8.12. This option may be exercised by the Company at any time within 60 days after the Company receives actual knowledge of the proposed Transfer. The Company may assign this option to one or more of the other Members. If the Company (or the Member or Members, if any, to whom the Company has assigned the option) does not exercise the option, the Units may be Transferred to the spouse, subject to the provisions of Section 8.10.

8.9 Other Involuntary Transfer. If, as a result of or in connection with the bankruptcy or similar insolvency proceeding against any Member or any proceeding by or on behalf of a creditor of any Member, all or any portion of the Units held by the Member would otherwise be involuntarily Transferred to a third party who is not already a Member, the Company will have the option to purchase the Units that would otherwise be Transferred to the third party for the price and pursuant to the payment terms described in Section 8.12. This option may be exercised by the Company at any time within 60 days after the Company receives actual knowledge of the proposed Transfer. The Company may assign this option to one or more of the other Members. If the Company (or the Member or Members, if any, to whom the Company has assigned the option) does not exercise the option, the Units may be retained by the third-party transferee subject to the provisions of Section 8.10.

8.10 Effect of Transfer. A transferee of Units pursuant to Section 8.6.3, 8.7, 8.8, or 8.9, when the Transfer occurs because neither the Company nor any Member exercised the option described in those sections, will be treated as a Transferee.

8.11 Voluntary Withdrawal. If a Member voluntarily withdraws as a Member pursuant to Article 9, the Company will have the option to purchase that Member's Units for the price and pursuant to the payment terms described in Section 8.12. This option may be exercised by the Company at any time after the Member's withdrawal. The Company may assign this option to one or more of the other Members.

8.12 Purchase Price and Payment.

8.12.1 Purchase Price. On exercise by the Company (or the Member or Members, if any, to whom the Company has assigned the option) of an option pursuant to Section 8.6.2, 8.7, 8.8, 8.9, or 8.11, the purchase price for the Units being purchased will be the fair market value of the Units (the "***Fair Market Value***"). The Fair Market Value will be determined by valuing the Units owned by the Member based on the fair market value of the Company's assets and the amount the Member would have received had the assets of the Company been sold at that time for an amount equal to such fair market value and the proceeds (after the Members' Capital Accounts were adjusted to reflect the Profits or Losses that would have been recognized by the Company from such a hypothetical sale, and after payment of all Company obligations) were distributed in the manner contemplated in Article 10. For this purpose, the determination of the Fair Market Value will not reflect any discount for the sale of a

minority interest in the Company or the lack of marketability of the interest. The Fair Market Value of the Units to be purchased will be determined by agreement between the Company and the Member (or the Member's representative), based on the foregoing description of Fair Market Value. If the Company and the Member (or the Member's representative) cannot agree on the Fair Market Value within 30 days, the Fair Market Value will be determined by a third-party appraiser acceptable to both the Company and the Member (or the Member's representative). That appraisal amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the appraiser will be shared by the Company and the Member.

8.12.2 Payment. The purchase price determined under Section 8.12.1 will be payable, together with interest at 5%, in 60 substantially equal monthly installments of principal and interest commencing not later than 45 days after the date of exercise. The purchaser will have the right, but not the obligation, to prepay the purchase price at any time. The deferred purchase obligation will be an unsecured obligation of the Company or the purchasing Member or Members.

ARTICLE 9
VOLUNTARY WITHDRAWAL

Any Member may voluntarily withdraw as a Member on six months' prior written notice to the Company. On the effectiveness of a withdrawal by a Member (the "***Withdrawing Member***"), the Company will treat the Withdrawing Member as an assignee of the economic rights and benefits of the Units of the Withdrawing Member, but the Withdrawing Member will cease to have any voting or other rights under this Agreement with respect to those Units. The Company will have no obligation to purchase or redeem the Units of, or otherwise make any liquidating distribution to, the Withdrawing Member before the dissolution and winding up of the Company.

ARTICLE 10
DISSOLUTION AND WINDING UP OF THE COMPANY

10.1 Dissolution. The Company will be dissolved on the occurrence of any of the following events:

(a) The Approval of the Members; or

(b) Otherwise by operation of law.

10.2 Winding Up. On the dissolution of the Company, the Manager (or, if there is no Manager at that time, a successor Manager or other liquidator appointed by Approval of the Members) will take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed in the following order, after any Profits or Losses realized in connection with the

liquidation have been allocated in accordance with Article 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect that allocation and all other transactions through the date of distribution:

(a) To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities, including those owed to Members; and

(b) To Members in the amount of their respective adjusted positive Capital Account balances on the date of distribution.

10.3 Distribution in-Kind.

10.3.1 General. If practicable, and if consented to by Approval of the Members, in lieu of liquidating all or some of the assets of the Company the Manager may distribute some or all of the assets of the Company to the Members in-kind and, to facilitate the distribution, may create tenancies in common or other concurrent ownership interests in Company properties. If tenancies in common or other concurrent ownership interests are created, the Members mutually agree to waive any and all rights of partition with respect to the tenancies or interests. Company assets to be distributed in-kind on dissolution of Company will be distributed to the Members in accordance with Sections 10.2 and 10.3.2.

10.3.2 Deemed Liquidation Profits or Losses. If Company assets are to be distributed in-kind on the liquidation and winding up of the Company, the Manager will adjust, subject to Approval of the Members, the Gross Asset Value of the Company's assets to be distributed to reflect their fair market value as of the date of distribution, and the Members' respective Capital Accounts will be adjusted to reflect the manner in which the deemed Profits or Losses that would have been recognized by the Company if the assets were sold for such Gross Asset Values would have been allocated under Section 3.2. After such adjustments, all Company assets, including the assets to be distributed in-kind and the proceeds of assets sold in liquidation, will be distributed pursuant to Section 10.2 in accordance with the Members' adjusted Capital Accounts (with reference to the Gross Asset Values assigned to those unsold properties).

10.4 Completion of Winding Up. On completion of the winding up, liquidation, and distribution of assets as provided in Article 10, the Company will be deemed terminated. The Manager will comply with any filings or other applicable requirements under the LLC Act with respect to winding up the affairs of and dissolution of the Company.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Application of Nevada Law. This Agreement shall be governed exclusively by its terms and by the laws of Nevada.

11.2 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

11.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

11.4 Execution of Additional Instruments. Each Member agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

11.5 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement.

11.6 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, their heirs, representatives, successors and assigns.

11.7 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the appropriate parties as the addresses appear on the books of the Company or if sent by facsimile transmission to the party using the facsimile number provided by the party. Except as otherwise provided in this Agreement, any notice shall be deemed to be given on the date of personal delivery or three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as described in this Section; or, if delivered by facsimile transmission, upon confirmation by the transmitting facsimile device of successful transmission.

11.8 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

11.9 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be affected and shall be enforceable.

11.10 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11.11 Arbitration. If any controversy or claim arising out of this Agreement or the parties' relationship cannot be settled, the controversy or claim shall be settled by arbitration. The parties shall submit any dispute to a single arbitrator for decision, unless they are unable to

...each party shall select a single arbitrator and the two ... The arbitration shall be conducted procedurally in ... Rules of the American Arbitration Association, but the ... shall not be involved in the administration of the arbitration. ... Jurisdiction ... any court having jurisdiction. Nothing in this ... a Member or the Company from resort to a court of ... circumstances where injunctive relief may be appropriate or for ... a Member in collecting delinquent Contributions.

Attorney Fees. If arbitration is instituted to enforce or determine the parties' ... with the Company or a duty arising out of the terms of this Agreement or the ... a suit or action permitted in this Agreement is brought, the prevailing ... from the losing party reasonable attorney fees incurred in the proceeding. The ... who is the prevailing party and the amount of reasonable attorney fees to be ... prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees ... prior to and during arbitration proceedings) and by the court or courts, including any ... trial court, in which the matter is tried, heard, or decided, including the court which hears ... exceptions made to an arbitration award submitted to it for confirmation as a judgment (with ... respect to attorney fees incurred in the confirmation proceedings).

11.13 Entire Agreement. This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter of this Agreement. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in the documents. This Agreement and the documents supersede all prior agreements and understandings among the parties with respect to the subject matter of this Agreement.

11.14 No Reliance. Each Member hereby represents and warrants to and agrees with the Company and the other Member that no representations or warranties have been made to such Member by the Company or the other Member, other than as set forth in this Agreement.

11.15 Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties.

The parties enter into this Agreement as of the date first written above.

MEMBERS:

Eren Niazi, Manager

...Member

...MENT

COMPANY:

EP13, LLC

By: ...

...ger

agree on a single arbitrator, in which event each party shall select a single arbitrator and the two arbitrators shall select a third arbitrator. The arbitration shall be conducted procedurally in accordance with the Commercial Rules of the American Arbitration Association, but the American Arbitration Association shall not be involved in the administration of the arbitration. Judgment on the award may be entered in any court having jurisdiction. Nothing in this Agreement, however, shall prevent a Member or the Company from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate or for purposes of expelling a Member or collecting delinquent Contributions.

11.12 Attorney Fees. If arbitration is instituted to enforce or determine the parties' rights in connection with the Company or a duty arising out of the terms of this Agreement or the parties' relationship or a suit or action permitted in this Agreement is brought, the prevailing party shall recover from the losing party reasonable attorney fees incurred in the proceeding. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during arbitration proceedings) and by the court or courts, including any appellate court, in which the matter is tried, heard, or decided, including the court which hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees incurred in the confirmation proceedings).

11.13 Entire Agreement. This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter of this Agreement. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in the documents. This Agreement and the documents supersede all prior agreements and understandings among the parties with respect to the subject matter of this Agreement.

11.14 No Reliance. Each Member hereby represents and warrants to and agrees with the Company and the other Member that no representations or warranties have been made to such Member by the Company or the other Member, other than as set forth in this Agreement.

11.15 Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties.

The parties enter into this Agreement as of the date first written above.

MEMBERS:

Eren Niazi, Manager

Patrick L. Willis, Member

COMPANY:

EP13, LLC

By:_____
Eren Niazi, Manager

Patrick L. Willis, Manager

APPENDIX A

SCHEDULE OF NAMES, ADDRESSES, AND INITIAL UNITS OF EACH INITIAL MEMBER FOR SECTION 1.7 OF THE AGREEMENT

Member's Name	Address	Initial Units
Eren Niazi	117 Bernal Road 70-265 San Jose, CA 95119	50
Patrick L. Willis	117 Bernal Road 70-265 San Jose, CA 95119	50

APPENDIX B

INITIAL CAPITAL CONTRIBUTIONS FOR SECTION 2.1 OF THE AGREEMENT

Member's Name	Capital Contribution
Eren Niazi	$_____
Patrick L. Willis	$_____

APPENDIX C

DEFINITIONS FOR ARTICLE 3 OF THE AGREEMENT

(1) "***Adjusted Capital Account Deficit***" means, with respect to any Member, the deficit balance, if any, in the Member's Capital Account as of the end of any Allocation Period, after giving effect to the following adjustments:

(a) Credit to the Capital Account any amounts that the Member is deemed to be obligated to restore pursuant to the penultimate sentences in Treasury Regulations §§1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to the Capital Account any Adjustment Items.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with Treasury Regulation §1.704-1(b)(2)(ii)(d) and will be interpreted consistently with that regulation.

(2) "***Adjustment Items***" means the adjustments, allocations, and distributions described in Treasury Regulation §1.704-1(b)(2)(ii)(d)(4)–(6).

(3) "***Allocation Period***" means a fiscal year of the Company or other fiscal period for which the Company allocates Profits, Losses, and other items of Company income, gain, loss, or deduction pursuant to Article 3 of the Agreement.

(4) "***Capital Account***" means the account maintained for each Member pursuant to Section 7.6 of the Agreement.

(5) "***Company Minimum Gain***" means the amount of gain, if any, as of any date that would be recognized by the Company for federal income tax purposes, as if it disposed of property in a taxable transaction on that date in full satisfaction of any nonrecourse liability secured by the property, computed in accordance with Treasury Regulation §1.704-2(d)(1).

(6) "***Depreciation***" means, for each Allocation Period, an amount equal to the depreciation, amortization, or other cost-recovery deduction allowable for federal income tax purposes with respect to an asset for that Allocation Period, but if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of the Allocation Period, Depreciation means an amount that bears the same ratio to the beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost-recovery deduction for the Allocation Period bears to the beginning adjusted tax basis; however, if the adjusted basis for federal income tax purposes of an asset at the beginning of the Allocation Period is zero, Depreciation will be determined with reference to the beginning Gross Asset Value using any reasonable method selected by the Manager.

(7) "***Gross Asset Value***" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company will be the gross fair market value of that asset, as determined by the contributing Member and the Manager, provided, however, that (i) the initial Gross Asset Values of the assets contributed to the Company pursuant to Section 2.1 will be as set forth in **Appendix B** to this Agreement, and (ii) if the contributing Member is a Manager, the determination of the fair market value of a contributed asset will require Approval of the Members;

(b) The Gross Asset Values of all Company assets will be adjusted to equal their respective gross fair market values, as reasonably determined by the Manager, as of the following times:

(i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis capital contribution or money or property;

(ii) the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member (acting in a Member capacity) or by a new Member (acting in a Member capacity or in anticipation of being a Member);

(iii) the distribution by the Company to a Member of more than a de minimis amount of money or property as consideration for all or a portion of a membership interest in the Company; and

(iv) the liquidation of the Company within the meaning of Treasury Regulation §1.704-1(b)(2)(ii)(g).

However, adjustments pursuant to clauses (i) through (iii) above will be made only if the Manager reasonably determines that the adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(c) The Gross Asset Value of any Company asset distributed to any Member will be adjusted to equal the gross fair market value of the asset on the date of distribution (taking into account the requirements of IRC §7701(g), dealing with clarification of the fair market value of property that is subject to nonrecourse indebtedness) as determined by the distributee and the Manager, provided, however, that if the distributee is a Manager, the determination of the fair market value of the distributed asset will require Approval of the Members; and

(d) The Gross Asset Values of Company assets will be increased (or decreased) to reflect any adjustments to the adjusted basis of the assets pursuant to IRC §734(b) or §743(b), but only to the extent that those adjustments are required to be taken into account in determining Capital Accounts pursuant to Treasury Regulation §1.704-1(b)(2)(iv)(m); however, the Gross Asset Values will not be adjusted pursuant to this paragraph (d) of this definition to the extent that the Manager reasonably determines that an adjustment pursuant to paragraph (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a), (b), or (d) of this definition, the Gross Asset Value will thereafter be adjusted by Depreciation taken into account with respect to the asset for purposes of computing Profits or Losses.

(8) "***Code***" means the Internal Revenue Code of 1986, as amended from time to time.

(9) "***Member Nonrecourse Debt***" has the same meaning as "partner nonrecourse debt" set forth in Treasury Regulation §1.704-2(b)(4).

(10) "***Member Nonrecourse Debt Minimum Gain***" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if that Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined pursuant to Treasury Regulation §1.704-2(i)(2)–(3).

(11) "***Member Nonrecourse Deductions***" has the same meaning as "partner nonrecourse deductions" set forth in Treasury Regulation §1.704-2(i)(2). The amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt for a Company Allocation Period equals the excess, if any, of (a) the net increase, if any, in the amount of the Company Minimum Gain attributable to such Member Nonrecourse Debt during the Allocation Period over (b) the aggregate amount of any distribution during the Allocation Period to the Member that bears the economic risk of loss for such Member Nonrecourse Debt to the extent that the distributions are from proceeds of the Member Nonrecourse Debt and are allocable to an increase in Member Nonrecourse Debt Minimum Gain attributable to the Member Nonrecourse Debt, determined pursuant to Treasury Regulation §1.704-2(i).

(12) "***Net Cash Flow***" means, for any given fiscal period of the Company, the amount by which (a) the gross cash receipts received by the Company during that fiscal period exceed (b) the sum, without duplication, of (i) all cash operating expenses of the Company during that fiscal period, (ii) debt service payments made during that fiscal period on all indebtedness of the Company, (iii) payments made during that fiscal period on account of the maintenance, leasing, repair, replacement, or improvement of property of the Company, and (iv) all amounts allocated during that fiscal period, in the reasonable judgment of the Manager, to reserves established to meet the reasonable needs of the business, including working capital and capital improvement requirements and for reserves for unknown or unfixed liabilities or contingencies of the Company.

(13) "***Nonrecourse Deductions***" has the meaning set forth in Treasury Regulation §1.704-2(c). The amount of Nonrecourse Deduction for a Company Allocation Period equals the excess, if any, of the net increase, if any, in the amount of Company Minimum Gain during that Allocation Period over the aggregate amount of any distributions during that Allocation Period of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain, determined pursuant to Treasury Regulation §1.704-2(c).

(14) "***Nonrecourse Liability***" has the meaning set forth in Treasury Regulation §1.704-2(b)(3).

(15) "***Profits***" and "***Losses***" means, for each Allocation Period, an amount equal to the Company's taxable income or loss for such Allocation Period, determined in accordance with IRC §703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to IRC §703(a)(1) will be included in taxable income or loss), with the following adjustments (without duplication):

(a) Any income of the Company that is exempt from federal income taxation and that is not otherwise taken into account in computing Profits or Losses pursuant to this definition will be added to the taxable income or loss;

(b) Any expenditures of the Company described in IRC §705(a)(2)(B) or treated as IRC §705(a)(2)(B) expenditures pursuant to Treasury Regulation §1.704-1(b)(2)(iv)(i), and that are not otherwise taken into account in computing Profits or Losses pursuant to this definition will be subtracted from the taxable income or loss;

(c) If the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) or (c) of the definition of Gross Asset Value, the amount of that adjustment will be taken into account as gain or loss from the disposition of the asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes will be computed by reference to the Gross Asset Value of the asset disposed of by the Company, notwithstanding that the adjusted tax basis of the asset differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost-recovery deductions taken into account in computing the taxable income or loss, Depreciation will be taken into account for the Allocation Period, computed as provided in the definition of Depreciation;

(f) To the extent that an adjustment to the adjusted tax basis of any Company asset pursuant to IRC §734(b) is required, pursuant to Treasury Regulation §1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Member's interest in the Company, the amount of that adjustment will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and will be taken into account for purposes of computing Profits or Losses; and

(g) Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to **Appendix D** of this Agreement will not be taken into account in computing Profits or Losses.

APPENDIX D

SPECIAL ALLOCATIONS AND LIMITATIONS FOR SECTION 3.4 OF THE AGREEMENT

(1) ***Company Minimum Gain Chargeback.*** Except as otherwise provided in Treasury Regulation §1.704-2(f), notwithstanding any other provision of Article 3 of the Agreement or this Appendix, if there is a net decrease in Company Minimum Gain during any Company Allocation Period, each Member will be specially allocated items of Company income and gain for the Allocation Period (and, if necessary, subsequent Allocation Periods) in an amount equal to each Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulation §1.704-2(g)(2). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to each Member pursuant to the previous sentence. The items to be so allocated will be determined in accordance with subsections (f)(6) and (j)(2) of Treasury Regulation §1.704-2(f)(6). This paragraph is intended to comply with, and will be interpreted consistently with, the "minimum gain chargeback" provisions of Treasury Regulation §1.704-2(f).

(2) ***Member Nonrecourse Debt Minimum Gain Chargeback.*** Except as otherwise provided in Treasury Regulation §1.704-2(i)(4), notwithstanding any other provision of Article 3 of the Agreement or this Appendix D, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Allocation Period, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulation §1.704-2(i)(5), will be specially allocated items of Company income and gain for such Allocation Period (and, if necessary, subsequent Allocation Periods) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Treasury Regulation §1.704-2(i)(4). Allocations pursuant to the previous sentence will be made in proportion to the respective amounts required to be allocated to each Member pursuant to the previous sentence. The items to be so allocated will be determined in accordance with subsections (i)(4) and (j)(2) of Treasury Regulation §1.704-2(i)(4). This paragraph is intended to comply with, and will be interpreted consistently with, the partner nonrecourse debt minimum gain chargeback provisions of Treasury Regulation §1.704-2(i)(4).

(3) ***Qualified Income Offset.*** If any Member unexpectedly receives an Adjustment Item for any Allocation Period that results in an Adjusted Capital Account Deficit for that Member, items of Company income and gain will be specially allocated to that Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit created by such Adjustment Item as quickly as possible, but an allocation pursuant to this will be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in Article 3 of the Agreement and this Appendix D have been tentatively made as if this paragraph were not in the Agreement. This Paragraph is intended to comply with, and will be interpreted consistently with, the "qualified income offset" requirements of Treasury Regulation §1.704-1(b)(2)(ii)(d).

(4) ***Gross Income Allocation.*** If any Member has a deficit Capital Account at the end of any Allocation Period that is in excess of the sum of (a) the amount that such Member is obligated to restore pursuant to the penultimate sentences of subsections (g)(1) and (i)(5) of Treasury Regulation §1.704-2(g)(1), each such Member will be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, but an allocation pursuant to this paragraph will be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in Article 3 of the Agreement and this Appendix have been made as if Paragraphs (3) and (4) of this Appendix were not in the Agreement.

(5) ***Nonrecourse Deductions.*** Nonrecourse Deductions for any Allocation Period will be specially allocated to the Members in proportion to their respective Membership Percentages.

(6) ***Member Nonrecourse Deductions.*** Any Member Nonrecourse Deductions for any Allocation Period will be specially allocated to the Member or Members who bear the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulation §1.704-2(i)(1).

(7) ***IRC §754 Adjustments.*** To the extent that an adjustment to the adjusted tax basis of any Company asset pursuant to IRC §734(b) or §743(b) is required, pursuant to subsection (2) or (4) of Treasury Regulation §1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of that Member's interest in the Company, the amount of such adjustment to Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss will be specially allocated to the Members in accordance with their interests in the Company if Treasury Regulation §1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made if Treasury Regulation §1.704-1(b)(2)(iv)(m)(4) applies.

(8) ***Allocations Relating to Taxable Issuance of Company Units.*** Any income, gain, loss, or deduction realized as a direct or an indirect result of the issuance of Units by the Company to a Member (the "***Issuance Items***") will be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member, will be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

(9) ***Curative Allocations.*** The allocations set forth in Paragraphs (1)–(7) of this Appendix and in Section 3.2.1(b)–(c) of the Agreement (the "***Regulatory Allocations***") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations will be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Paragraph. Therefore, notwithstanding any other provision of Article 3 of the Agreement or this Appendix (other than the Regulatory Allocations), the Manager will make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner the Manager determines appropriate so that, after the offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to

the Capital Account balance the Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Section 3.2 of the Agreement and Paragraph (8) of this Appendix.

APPENDIX E

DEFINITIONS FOR ARTICLE 8 OF THE AGREEMENT

The following terms shall have the following meanings:

(1) "***Additional Contribution***" shall mean any Contribution made pursuant to Section 2.5 of the Agreement.

(2) "***Agreement***" shall mean this Operating Agreement as originally executed and as amended or restated from time to time.

(3) "***Articles***" shall mean the Articles of Organization of the Company as filed with the Secretary of State of Nevada as the same may be amended or restated from time to time.

(4) "***Company***" shall refer to EP13, LLC.

(5) "***Company Property***" shall mean any Property owned by the Company.

(6) "***Confidential Information***" means information or material proprietary to the Company or proprietary to others and entrusted to the Company, whether written or oral, tangible or intangible, which a Member obtains knowledge of through or as a result of the Member's activities on behalf of the Company. Confidential Information may include, without limitation, data, know-how, trade secrets, designs, plans, drawings, specifications, reports, customer and supplier lists, pricing information, marketing techniques and materials, and manufacturing techniques and processes, whether related to the Company's past, present or future business activities, research or development, or products.

(7) "***Contribution***" shall mean the amount of money and the initial value of any Property (other than money) or the fair market value of services contributed or to be contributed to the Company by the Member.

(8) "***Dissolution Event***" shall mean any of the events identified in Section 10.1 of the Agreement.

(9) "***Economic Rights***" shall mean, with respect to any Unit, a Person's share of the profits, losses, capital and distributions of Company Property pursuant to the Act, the Articles and the Agreement, but shall not include any Management Rights.

(10) "***Entity***" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization.

(11) "***Majority***" shall mean, with respect to the Members or the remaining Members, greater than 50%, in terms of Sharing Ratios, of all the Members or all the remaining Members; provided however, in the case of a meeting of the Members at which a quorum is present,

"Majority" shall mean greater than 50%, in terms of Sharing Ratios, of the Members or remaining Members who are present, in person or by proxy at the meeting. "Majority" shall mean, with respect to the Managers or the remaining Managers, greater than 50%, by number, of all the Managers or all the remaining Managers; provided however, in the case of a meeting of the Managers at which a quorum is present, "Majority" shall mean greater than 50%, by number, of the Managers or remaining Managers who are present, in person or by proxy at the meeting.

(12) "***Management Right***" shall mean the right of a Member to participate in the management of the Company, including the rights to information and to consent to or approve of actions of the Members.

(13) "***Member***" shall mean the party who executes the Agreement as the Member.

(14) "***Person***" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(15) "***Property***" shall mean any property, real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

(16) "***Substitute Member***" shall mean a Person who would otherwise be a Transferee but who has been admitted to all of the rights of membership (including Management Rights) as to the portion of a Member's Membership Interest being Transferred; provided however, it shall not include an existing Member who increases the Member's interest by acquiring an interest in the Company from another Person.

(17) "***Transferee***" shall mean the owner of Economic Rights who is not a Member and, as such, has no Management Rights.

(18) "***Transfer***" shall mean, as a noun, any voluntary or involuntary transfer, sale, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, or otherwise dispose of.

agree on a single arbitrator, in which event each party shall select a single arbitrator and the two arbitrators shall select a third arbitrator. The arbitration shall be conducted procedurally in accordance with the Commercial Rules of the American Arbitration Association, but the American Arbitration Association shall not be involved in the administration of the arbitration. Judgment on the award may be entered in any court having jurisdiction. Nothing in this Agreement, however, shall prevent a Member or the Company from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate or for purposes of expelling a Member or collecting delinquent Contributions.

11.12 Attorney Fees. If arbitration is instituted to enforce or determine the parties' rights in connection with the Company or a duty arising out of the terms of this Agreement or the parties' relationship or a suit or action permitted in this Agreement is brought, the prevailing party shall recover from the losing party reasonable attorney fees incurred in the proceeding. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during arbitration proceedings) and by the court or courts, including any appellate court, in which the matter is tried, heard, or decided, including the court which hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees incurred in the confirmation proceedings).

11.13 Entire Agreement. This Agreement and any other document to be furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter of this Agreement. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in the documents. This Agreement and the documents supersede all prior agreements and understandings among the parties with respect to the subject matter of this Agreement.

11.14 No Reliance. Each Member hereby represents and warrants to and agrees with the Company and the other Member that no representations or warranties have been made to such Member by the Company or the other Member, other than as set forth in this Agreement.

11.15 Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties.

The parties enter into this Agreement as of the date first written above.

MEMBERS:

Eren Niazi, Manager

Patrick L. Willis, Member

COMPANY:

EP13, LLC

By: Eren Niazi, Manager

Patrick L. Willis, Manager

EXHIBIT B

DOCUMENT: 23230865

Pages:

Fees . . 44.00
Taxes . . 954.25
Copies . .
AMT PAID 998.25

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Title Company

RDE # 002
2/25/2016
1:46 PM

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:
EP13, LLC
117 Bernal Road 70-265
San Jose, CA 95119

Space Above This Line for Recorder's Use Only

A.P.N.: 712-15-030

File No.: 4331-310228-029 (AA)

GRANT DEED

Cypress & Willow at Tilton Park - Phase 2

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX **$954.25**; CITY TRANSFER TAX **$n/a**; SURVEY MONUMENT FEE **$n/a**

[X] computed on the consideration or full value of property conveyed, OR

[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

[ ] unincorporated area; [X] City of **Morgan Hill**, and

[X]

D.Powell, First American Title D Powell
Signature of Declarant

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **KB Home South Bay Inc., a California corporation**

hereby GRANTS to **EP13, LLC, a limited liability company**

the following described property in the City of **Morgan Hill**, County of **Santa Clara**, State of **California**:

See Exhibit A attached hereto for legal description.

*All references in this Grant Deed to the term **"Declaration"** shall refer to the Declaration of Covenants, Conditions and Restrictions of Tilton Park, recorded on January 21, 2015, as Document No. 22832411 in the Official Records of the County of Santa Clara, State of California.*

*All references in this Grant Deed to the term **"Declaration of Annexation"** shall refer to the Declaration of Annexation for Tilton Park, Phase 2, recorded on January 26, 2015, as Document No. 22836038 in the Official Records of the County of Santa Clara, State of California.*

MATTERS OF RECORD

This deed is made and accepted subject to (i) the Declaration, (ii) the Declaration of Annexation, (iii) the Notice of Non-Adversarial Procedure, Notice to Successors in Interest, and Notice of Builder's Agent for Notice under California Civil Code Sections 912(f), 912(h), and 912(e) - Tilton Park, Phase 2, recorded on January 26, 2015, as Document No. 22836039, in the Official Records of the County of Santa Clara, ("Title 7 Notice"), (iv) any and all rights, easements and interests offered for dedication by the terms and provisions of the Map, and (v) any and all other encumbrances of record.

Mail Tax Statements To: **SAME AS ABOVE**

GRANTOR:

KB HOME SOUTH BAY INC.,
a California corporation

By: _____
Chris Reder, Sr. Vice President

Date: 2-3-16

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ____California_____)SS
COUNTY OF ____Contra Costa_____)

On _____February 3, 2016_____, before me, _____Robert J. Van Steen Jr._____, Notary Public, personally appeared **Chris Reder**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

ROBERT J. VAN STEEN JR
COMM. # 1979517
NOTARY PUBLIC
CALIFORNIA
SANTA CLARA COUNTY
EXP. JUNE 22, 2016

My Commission Expires: Jun 22 16 *This area for official notarial seal*

ACCEPTANCE BY GRANTEE

GRANTEE, upon behalf of itself, its successors and assigns, by acceptance of this Grant Deed, agrees to be bound by each and every provision of this Grant Deed, all documents and interests described in the section entitled "*Matters of Record*", above. The Declaration, Annexation, and Title 7 Notice are incorporated into this Grant Deed and made a part hereof with the same force and effect as though they had been set forth herein. Further, the parties do hereby grant unto each other and reserve unto each other, as the context of the Declaration and the Annexation so dictates, all easements set forth in the Declaration and the Annexation.

GRANTEE:

Eren Niazi

Patrick Willis

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Santa Clara

On 2-25-2016, before me, Tracy Deisenroth Notary Public, Notary Public, personally appeared Eren Niazi & Patrick Willis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

My Commission Expires: May 04, 2016

TRACY DEISENROTH
Comm. No. 1977157
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires May 4, 2016

This area for official notarial seal

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Morgan Hill , County of Santa Clara, State of California, described as follows:

Fee simple title in and to Lot 29 as shown on the map of Tract 10228, Tilton Park, filed for record on September 29, 2014, in Book 876 of Maps at Pages 9 through 16, inclusive, in the Official Records of the County of Santa Clara, State of California ("Map").

APN: 712-15-030

EXHIBIT C

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:
EP13, LLC
117 Bernal Road, 70-265
San Jose, CA 95119

DOCUMENT: 23183999

Pages: 4
Fees 24.00
Taxes 941.60
Copies
AMT PAID 965.60

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Recording Service

RDE H 005
12/29/2015
1:49 PM

Space Above This Line for Recorder's Use Only

A.P.N.: 712-15-005

File No.: 4331-310228-04A (AA)

GRANT DEED

Cypress & Willow at Tilton Park - Phase 1

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX **$941.60**; CITY TRANSFER TAX **$n/a**; SURVEY MONUMENT FEE **$n/a**

[X] computed on the consideration or full value of property conveyed, OR

[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

[ ] unincorporated area; [X] City of **Morgan Hill**, and

[X]

D.Powell, First American Title
Signature of Declarant

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **KB Home South Bay Inc., a California corporation**

hereby GRANTS to **EP13, LLC**

the following described property in the City of **Morgan Hill**, County of **Santa Clara**, State of **California**:

See Exhibit A attached hereto for legal description.

*All references in this Grant Deed to the term **"Declaration"** shall refer to the Declaration of Covenants, Conditions and Restrictions of Tilton Park, recorded on January 21, 2015, as Document No. 22832411 in the Official Records of the County of Santa Clara, State of California.*

MATTERS OF RECORD

This deed is made and accepted subject to (i) the Declaration, (ii) the Notice of Non-Adversarial Procedure, Notice to Successors in Interest, and Notice of Builder's Agent for Notice under California Civil Code Sections 912(f), 912(h), and 912(e) - Tilton Park, Phase 1, recorded on January 21, 2015, as Document No. 22832412, in the Official Records of the County of Santa Clara, ("Title 7 Notice"), (iii) any and all rights, easements and interests offered for dedication by the terms and provisions of the Map, and (iv) any and all other encumbrances of record.

Mail Tax Statements To: **SAME AS ABOVE**

A.P.N.: 712-15-005 Grant Deed - continued File No.:4331-317870SJH (CM)
Date: 10/07/2015

GRANTOR:

KB HOME SOUTH BAY INC.,
a California corporation

By: _____
Chris Reder, Sr. Vice President **Date:** 10/8/15

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Contra Costa)

On October 8, 2015, before me, Renee Sheridan Mikus, Notary Public, personally appeared Chris Reder, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

RENEE SHERIDAN MIKUS
Commission # 2107615
Notary Public - California
Alameda County
My Comm. Expires May 16, 2019

This area for official notarial seal

ACCEPTANCE BY GRANTEE

GRANTEE, upon behalf of itself, its successors and assigns, by acceptance of this Grant Deed, agrees to be bound by each and every provision of this Grant Deed, all documents and interests described in the section entitled "*Matters of Record*", above. The Declaration, Annexation, and Title 7 Notice are incorporated into this Grant Deed and made a part hereof with the same force and effect as though they had been set forth herein. Further, the parties do hereby grant unto each other and reserve unto each other, as the context of the Declaration and the Annexation so dictates, all easements set forth in the Declaration and the Annexation.

GRANTEE:

Eren Niazi **Patrick Willis**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Santa Clara)

On December 24, 2015, before me, J. Custodio, Notary Public, personally appeared Eren Niazi; Patrick Willis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

J. CUSTODIO
Commission # 2038777
Notary Public - California
Santa Clara County
My Comm. Expires Sep 5, 2017

Signature

My ~~Commission~~ Expires: 9/5/17

This area for official notarial seal

Exhibit A
LEGAL DESCRIPTION

Real property in the City of Morgan Hill , County of Santa Clara, State of California, described as follows:

Fee simple title in and to Lot 4 as shown on the map of Tract 10228, Tilton Park, filed for record on September 29, 2014, in Book 876 of Maps at Pages 9 through 16, inclusive, in the Official Records of the County of Santa Clara, State of California ("Map").

APN: 712-15-005

EXHIBIT D

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:
EP13, LLC
117 Bernal Road, 70-265
San Jose, CA 95119

DOCUMENT: 23183997

Pages: 4
Fees: 24.00
Taxes: 837.10
Copies:
AMT PAID: 861.10

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Recording Service

RDE # 005
12/29/2015
1:49 PM

Space Above This Line for Recorder's Use Only

A.P.N.: 712-15-029

File No.: 4331-310228-28A (AA)

GRANT DEED

Cypress & Willow at Tilton Park - Phase 1

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $837.10; CITY TRANSFER TAX $n/a; SURVEY MONUMENT FEE $n/a

[X] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ ] unincorporated area; [X] City of **Morgan Hill**, and
[X]

D.Powell, First American Title
Signature of Declarant

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **KB Home South Bay Inc., a California corporation**

hereby GRANTS to **EP13, LCC**

the following described property in the City of **Morgan Hill**, County of **Santa Clara**, State of **California:**

See Exhibit A attached hereto for legal description.

*All references in this Grant Deed to the term "**Declaration**" shall refer to the Declaration of Covenants, Conditions and Restrictions of Tilton Park, recorded on January 21, 2015, as Document No. 22832411 in the Official Records of the County of Santa Clara, State of California.*

MATTERS OF RECORD

This deed is made and accepted subject to (i) the Declaration, (ii) the Notice of Non-Adversarial Procedure, Notice to Successors In Interest, and Notice of Builder's Agent for Notice under California Civil Code Sections 912(f), 912(h), and 912(e) - Tilton Park, Phase 1, recorded on January 21, 2015, as Document No. 22832412, in the Official Records of the County of Santa Clara, ("Title 7 Notice"), (iii) any and all rights, easements and interests offered for dedication by the terms and provisions of the Map, and (iv) any and all other encumbrances of record.

Mail Tax Statements To: **SAME AS ABOVE**

GRANTOR:

KB HOME SOUTH BAY INC.,
a California corporation

By: _____
Chris Reder, Sr. Vice President

Date: 10-28-15

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ____California_____)SS
COUNTY OF ____Contra Costa_____)

On _____October 28 , 2015_____, before me, _____Robert J. Van Steen Jr._____, Notary Public, personally appeared **Chris Reder**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/her/~~their~~ authorized capacity(ies), and that by his/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

My Commission Expires: JUN 22, 16

ROBERT J. VAN STEEN JR
COMM. # 1979617
NOTARY PUBLIC
CALIFORNIA
SANTA CLARA COUNTY
EXP. JUNE 22, 2016

This area for official notarial seal

ACCEPTANCE BY GRANTEE

GRANTEE, upon behalf of itself, its successors and assigns, by acceptance of this Grant Deed, agrees to be bound by each and every provision of this Grant Deed, all documents and interests described in the section entitled "*Matters of Record*", above. The Declaration, Annexation, and Title 7 Notice are incorporated into this Grant Deed and made a part hereof with the same force and effect as though they had been set forth herein. Further, the parties do hereby grant unto each other and reserve unto each other, as the context of the Declaration and the Annexation so dictates, all easements set forth in the Declaration and the Annexation.

GRANTEE:

Eren Niazi **Patrick Willis**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Santa Clara)

On December 24, 2015, before me, J. Custodio, Notary Public, personally appeared Eren Niazi ; Patrick Willis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

J. CUSTODIO
Commission # 2038777
Notary Public - California
Santa Clara County
My Comm. Expires Sep 5, 2017

Signature

My Commission Expires: 9/5/17

This area for official notarial seal

Exhibit A
LEGAL DESCRIPTION

Real property in the City of Morgan Hill , County of Santa Clara, State of California, described as follows:

Fee simple title in and to Lot 28 as shown on the map of Tract 10228, Tilton Park, filed for record on September 29, 2014, in Book 876 of Maps at Pages 9 through 16, inclusive, in the Official Records of the County of Santa Clara, State of California ("Map").

APN: 712-15-029