Exhibit 3

AMENDED AND RESTATED OPERATING AGREEMENT

OF

ULTRA HEALTH, LLC

AN ARIZONA LIMITED LIABILITY COMPANY

EFFECTIVE DATE: JULY 1, 2014

STATE OF ORGANIZATION: ARIZONA

FISCAL YEAR END: DECEMBER 31

OPERATING AGREEMENT

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AMENDED OPERATING AGREEMENT

OF

ULTRA HEALTH, LLC

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into, by and between the undersigned Members of the above named limited liability company, as of the date of execution of this Agreement.

RECITALS:

WHEREAS, the Members desire to engage in business; and

WHEREAS, the Members are desirous of having their investments receive the state and federal tax treatment traditionally associated with a general partnership while having the benefits of the limited liability traditionally enjoyed by a shareholder in a corporation; and

WHEREAS, the Members acknowledge that because of the nature of the business of the Company, there should be a General Manager and possibly an Assistant Manager to coordinate and carry-out the day to day affairs of the Company; and

WHEREAS, on the advice of counsel each of the Members have concluded that there respective investments in the Company will afford each member sufficient participation in the Company's business such that no Membership Interest shall be treated as "security" under the test set forth in Securities and Exchange Commission v. Howey, 328 U.S. 293 (1946) or its progeny; and

WHEREAS, each Member understands that no Membership Interest will be registered under the Securities Act of 1933, as amended, the Arizona Blue Sky Laws,

Arizona Revised Statute Section 44-1871 et seq. or the Blue Sky Laws of any other state; and

WHEREAS, the Members each have been given a full and complete access to and have been furnished with all requested information regarding the financial condition of each other; and

WHEREAS, each Member has conducted such investigation relating to its own investment in the Company as it deems necessary and advisable;

NOW THEREFORE, it is hereby agreed as follows:

ARTICLE I

FORMATION, NAME, PURPOSES DEFINITIONS

1.1 Formation. Pursuant to the Arizona Limited Liability Company Act (the "Act"), the parties have formed an Arizona limited liability company (the "Company") effective upon the filing of the Articles of Organization of this Company with the Arizona Corporation Commission. The parties shall immediately, and from time to time hereafter, as may be required by law, execute amendments of the Articles of Organization, and do all filing, recording and other acts as may be appropriate to comply with the operation of the Company under the Act.

1.2 Intent. It is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a "partnership" for federal and state income tax purposes. It also is the intent of the Members that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the federal Bankruptcy Court. No Member shall take any action inconsistent with the express intent of the parties hereto.

1.3 Name. The name of this Company shall be:

Ultra Health, LLC

1.4 Place of Business. The principal place of business of the Company shall be 16624 North 90th Street, Suite 200, Scottsdale, Arizona 85260, or such other place as the Manager shall determine in his or her sole discretion.

1.5 Purpose. This Company has been formed to engage in the health care business and may engage in any activities that are directly related to the accomplishment of such purpose or for any other lawful purpose which does not violate the Act or this Agreement.

1.6 Term. This Company shall commence upon the filing of its Articles of Organization and shall continue until such time as it shall be terminated under the provisions of Article IX hereof.

1.7 Members. The name and address of each of the Members of this Company and:

Duke Rodriguez
16624 North 90th Street, Suite 200
Scottsdale, AZ 85260

CA2 Capital, LLC
5725 North Scottsdale Road, Suite 190
Scottsdale, AZ 85250

1.8 Agent for Service of Process. The name and business address of the agent for service of process for the Company is Duke Rodriguez, 16624 North 90th Street, Suite 200, Arizona 85260, or such other person as the Company or Manager shall appoint from time to time.

1.9 Definitions. Whenever used in this Agreement, the following terms shall have the following meanings:

(a) "Act" shall mean the Arizona Limited Liability Company Act.

(b) "Additional Member" shall mean any person who is admitted to the Company as an Additional Member pursuant to Article VII of this Operating Agreement.

(c) "Affiliate" means a Person who, with respect to any Member: (i) directly or indirectly controls, is controlled by or is under common control with such Member; (ii) more than 50% of the outstanding voting securities is owned by the Member; and (iii) the Member is an officer, director, partner or member of such other Person.

(d) "Agreement" shall mean this written Operating Agreement. No other document or oral agreement among the Members shall be treated as part of or superseding this Agreement unless it is reduced to writing and it has been signed by all of the Members.

(e) "Assistant Manager" shall mean any person or entity that becomes an assistant to the Manager of this Limited Liability Company, if any.

(f) "Bankruptcy" means, with respect to a Member or the Company, the happening of any of the following:

(i) the making of a general assignment for the benefit of creditors;

(ii) the filing of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing an inability to pay debts as they become due;

(iii) the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating the Company or a Member to be bankrupt or insolvent;

(iv) the filing of a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(v) the filing of an answer or other pleading admitting the material allegations of, or consenting to, or defaulting in answering a bankruptcy petition filed against the Company or a Member in any bankruptcy proceeding;

(vi) the filing of an application or other pleading or any action otherwise seeking, consenting to or acquiescing in the appointment of a liquidating trustee, receiver or other liquidator of all or any substantial part of the Company's or a Member's properties;

(vii) the commencement of any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation which has not been quashed or dismissed within 120 days; or

(viii) the appointment without consent of the Company or such Member or acquiescence of a liquidating trustee, receiver or other liquidator of all or any substantial part of the Company's or a Member's properties without such appointment being vacated or stayed within 90 days and, if stayed, without such appointment being vacated within 90 days after the expiration of any such stay.

(g) "Capital Account" shall mean the account established and maintained for each Member in accordance with this Agreement and applicable Treasury Regulations.

(h) "Capital Contribution" shall mean any contribution to the capital of the Company in cash, property or services by a Member whenever made. "Initial Capital Contribution" shall mean the initial contributions to the capital of this Company made

pursuant to Section 2.1 of this Agreement. "Additional Capital Contributions" shall mean the contributions made pursuant to Section 2.3 of this Agreement.

(i) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(j) "Company" shall refer to Ultra Health, LLC.

(k) "Depreciation" shall mean, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for that year or other period under IRC § 704c.

(l) "Distributable Cash" means all cash, revenues and funds received from Company operations, less the sum of the following to the extent paid or set aside by the Manager:

(i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders;

(ii) all cash expenditures incurred incident to the normal operation of the Company's business; and

(iii) such cash Reserves as the Manager deems reasonably necessary to the proper operation of the Company's business.

(m) "Fiscal Year" means the Company's fiscal year, which shall be the calendar year.

(n) "General Manager" shall mean any person or entity that becomes a general manager of this Limited Liability Company, if any. The term "Manager" shall, unless otherwise stated, mean the same thing as the term "General Manager."

"Assistant Manager" shall mean any person or entity selected by the General Manager with the advice and consent of a Majority-In-Interest of the Members and authorized to assist the General Manager in the performance of some or all of the General Manager's duties and acting under the direction and control of the General Manager. The term Manager(s) as employed in this Agreement shall include the General Manager, but shall not include the Assistant Manager(s), if any, unless the specific authorization of the General Manager(s) has been obtained.

(o) "Gross Asset Value" shall mean with respect to any Company asset, the asset's Adjusted Basis, except as follows:

(i) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of that asset, as agreed to by the Members;

(ii) the Gross Asset Value of all Company assets (including, but not limited to all leases) shall be adjusted to equal their respective fair market values, as determined by the Members, as of the date upon which any of the following occurs: (1) the acquisition of an additional interest in the Company after the Effective Date by any new or existing Member, in exchange for more than a de minimis Capital Contribution or the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for an interest in the Company, if the Manager determines that such adjustment is necessary or appropriate to reflect the relative economic interest of the Members of the Company.

If the Gross Asset Value of an asset has been determined or adjusted hereby, that Gross Asset Value shall thereafter be further adjusted by taking into account all Depreciation, if any, taken with respect to that asset for purposes of computing Profits and Losses.

(p) "Interest" shall mean the proportion that a Member's positive Capital Account (if any) bears to the aggregate positive Capital Accounts of all Members whose Capital Accounts have positive balances.

(q) "Losses" shall mean, for each Fiscal Year, the losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year under the method of accounting and as reported, separately or in the aggregate, as appropriate, on the Company's information tax return filed for federal income tax purposes, plus any expenditures described in Section 705(a)(2)(B) of the Code.

(r) "Majority" and "Majority-In-Interest" shall mean Members owning a simple majority of the Percentage Interests.

(s) "Manager" shall mean any person or entity that becomes a Manager or General Manager of this limited liability company.

(t) "Member" shall mean each of the parties who execute a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Additional or Substituted Members. To the extent a Manager has purchased Interests in the Company, he or she will have all the rights of a Member with respect to such Interests, and the term "Member" as used herein shall include a Manager to the extent he or she has purchased such Interest in the Company.

(u) "Members" shall mean all of the parties who execute a counterpart of this Operating Agreement as a Member and all of the parties who may hereafter become Additional Members, collectively. Unless otherwise specifically provided in

this Operating Agreement, all acts, decisions and/or determinations of the Members shall be made by a Majority-In-Interest of the voting Members.

(v) "Organization Expenses" shall mean those expenses incurred in connection with the formation of the Company.

(w) "Percentage Interest" shall be the percentage interests in the profits and losses of this Company set forth in this Operating Agreement.

(x) "Person" shall mean any individual and any legal entity, and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

(y) "Profits" shall mean, for each Fiscal Year, the income and gains of the Company determined in accordance with accounting principles consistently applied from year to year under the Company's method of accounting and as reported, separately or in the aggregate, as appropriate, on the Company's information tax return filed for federal income tax purposes, plus any income described in Section 705(a)(1)(B) of the Code.

(z) "Qualified Appraiser" means a person who: (i) is not an Affiliate of any Member; (ii) is a member of the Appraisal Institute, or any successor organization; (iii) has at least five years' experience appraising businesses and properties in the Chandler metropolitan area similar to the Company's assets; and (iv) is duly certified as a real estate appraiser by the State of Arizona. If no such Qualified Appraiser can be located, in the absence of an agreement of the Members, an appraiser shall be

appointed by a Judge of the Maricopa County Superior Court. Said appointed appraiser shall be deemed to be a Qualified Appraiser.

(aa) "Reserves" means, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Manager for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(bb) "Third Party" shall mean: (1) any person or entity which is neither a Member of the Company; (2) a relative by blood, adoption or marriage of a Member; (3) an entity at least fifty percent (50%) of which is owned or controlled by a Member; (4) a trust, family limited partnership or similar entity created or controlled by a Member or by their spouse, child, children or lineal decedents.

(cc) "Treasury Regulations" shall mean the Regulations issued by the Treasury under the Code.

(dd) "Withdrawal Event" shall mean those events and circumstances listed in Act Section 29-733; however, the transfer of an Interest to an existing Member or Manager shall not be deemed to be a Withdrawal Event.

ARTICLE II

CAPITALIZATION OF THE COMPANY

2.1 Initial Capital Contributions. Each Member has either made or shall promptly make the required contributions of capital to the Company described in their respective Subscription Agreements.

2.2 Capital Accounts.

(a) Debits and Credits. A separate Capital Account shall be maintained for each Member in accordance with the applicable provisions of the Treasury Regulations:

(i) Each Member's Capital Account shall be credited with such Member's Capital Contributions, such Member's distributive share of Profits allocated to such Member in accordance with the provisions of this Agreement, any items in the nature of income or gain that are specially allocated pursuant to Section 4.3 hereof, and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company property distributed to such Member.

(ii) Each Member's Capital Account shall be debited by the amount of cash distributed to such Member in accordance with this Agreement, the gross asset value of any other Company property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses allocated to such Member in accordance with this Operating Agreement, any items in the nature of expenses or losses that are specially allocated pursuant to this Agreement, and the amount of any liabilities of such Member that are assumed by this Company or that are secured by any property contributed by such Member to the Company.

(iii) In the event any interest in this Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(iv) In the event the gross asset values of the Company assets are adjusted pursuant to this Agreement, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment, as if this Company had recognized gain or loss equal to the amount of such aggregate net adjustment and the resulting gain or loss had been allocated among the Members in accordance with this Agreement.

(b) Interpretation and Changes. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are

intended to comply with the Code and applicable Treasury Regulations and shall be interpreted and applied in a manner consistent therewith. In the event that a Member shall determine, after consultation with Company counsel, that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto are allocated or computed, in order to comply with such applicable federal law, the Member shall make such modification without the consent of any other Members, provided the Member determines in good faith that such modification is not likely to have a material adverse effect on the amounts properly distributable to any Member upon the termination of this Company and that such modification will not increase the liability of any Member to third parties.

2.3 Additional Capital Contributions and Assessments. Each Member hereby covenants and agrees to make additional capital contributions, if any, in accordance with the terms and conditions of this Operating Agreement, including, but not limited to Section 2.10 hereof.

2.4 Determination of Aggregate Capital. The aggregate capital to be contributed to the Company shall be such amounts as shall from time to time be determined by the approval of the Members.

2.5 Reduction of Capital. The funding of the foregoing sums may, at the option of the Members, be reduced by a sum borrowed by the Company, which such may be secured by an instrument encumbering the property of the Company.

2.6 Capital and Income Accounts. A capital and income account shall be maintained for each Member.

2.7 Use of Capital. The aggregate of all capital contributions to the Company by the Members shall be available to carry on the purposes of the Company.

2.8 No Third Party Rights. The right of the Company or the Members to require any additional contributions under the terms of this Operating Agreement shall not be construed as conferring any rights or benefits to or upon any party not a party to this Operating Agreement, including, but not limited to, any tenant of any part of any Company property, or the holder of any obligations secured by a mortgage, deed of trust, security interest or other encumbrance upon or affecting the Company or any interest of a Member therein or in Company property and/or assets or any part thereof or interest therein.

2.9 Capital Contributions in General. Except as otherwise expressly provided for in this Operating Agreement, (i) no part of the capital contribution of any Member may be withdrawn, except as otherwise approved in writing by all non-defaulting Members; (ii) no Member shall be entitled to demand or to receive property other than cash in return for his or her capital contributions to the Company; and (iii) capital contributions shall not bear interest.

2.10 Assessments. **No assessment may be made without the unanimous written consent of all voting and nonvoting Members.** However, if each of the voting and nonvoting Members shall have agreed to be assessed, than and only then will the following apply:

If all of the Members determine that the gross receipts of the Company and the reasonable reserves maintained for payment of Company expenses are not, or will not (including deficiencies for sums not paid by one or more of the Members as provided in this Operating Agreement and within the reasonably foreseeable future) be sufficient to pay the expenses and obligations to the Company as they mature, or if any time the Company has insufficient funds on hand or undrawn lines of credit to pay known liabilities maturing within the next thirty (30) days, the Members shall make a determination of the aggregate amount needed by the Company to meet the amount of the shortfall (the "Assessment"). The Members shall:

(a) Make an allocation thereof to each Member with each Member being responsible for his or her pro rata share (based on his or her Percentage Interest) of the amount of the Assessment; and

(b) Give notice to each of the Members as follows:

(i) The aggregate amount of such Assessment and the purpose for which the funds assessed shall be used;

(ii) Each Member's pro rata share of the Assessment;

(c) The effective date of the Assessment, which effective date shall not be less than fifteen (15) nor more than thirty (30) days subsequent to the giving of notice to the Members of the Assessment; and

(d) A statement of the remedies of the Company and the Members if a Member fails to pay the Assessment.

(e) Each Member shall pay to the Company his or her pro rata share of the Assessment (based upon his or her respective Percentage Interest in the Company) as

set forth in this Article II on or before the effective date thereof. Each Assessment shall be deemed a loan to the Company by the Members, bearing interest at the rate of five percent (5%) per annum above the "prime rate" as quoted by the commercial bank with the highest number of branches in Maricopa County, Arizona and adjusted from time to time, while such loan is outstanding, subject to applicable usury limits. The Assessment shall not be deemed a contribution to the contributing Member's capital account, but rather, it shall be deemed a loan. Should any Member fail to pay his or her pro rate share of the Assessment on or before the effective thereof, such Member shall be deemed a defaulting Member (the "Defaulting Member") and the Manager (or if the Manager is also a defaulting Member, the Assistant Manager) shall thereupon give written notice to the other Member(s) as follows:

(i) The fact that the Defaulting Member failed to pay his or her pro rata share of the Assessments;

(ii). The aggregate amount of the Defaulting Member's pro rata share of the Assessments; and

(iii) The additional amount required to be paid by each of the non-defaulting Members so as to satisfy the Defaulting Member's pro rata share of the Assessments, such additional amount to be determined pro rata in accordance with the remaining Member's, respective Percentage Interest in the Company. Each of the non-Defaulting Members shall, within twenty (20) days of the notice as provided herein, pay to the Company his or her pro rata share of the Defaulting Member's Assessment. Should any Member default in such payment, a successive twenty (20) days' notice shall be given until the full Assessment, as originally declared, has been paid in full.

(iv). A copy of the notice shall also be transmitted to all defaulting Members.

(f) If a Defaulting Member does not, within forty-five (45) days from the date of default, pay to each of the other Members making the additional Assessment the full amount so paid by such Members, together with interest thereon at the rate set forth in subparagraph B of this paragraph 2.10 until paid, then the Company, or in the alternative, the remaining Members, shall have the right and option to purchase the Defaulting Member's interest in the Company, together with his or her right to share profits and losses therein, for the price and upon the terms and conditions determined in accordance with the following Article 2.10D and in accordance with Article IX of this Agreement. Such right and option shall be exercised by giving written notice by the Company to the Defaulting Member within thirty (30) days of the election to purchase the Defaulting Member's interest in the Company. The option to purchase may be exercised at any time, provided the Defaulting Member is in default as set forth herein and remains in default prior to the first payment being made.

(g) Determination of Fair Market Value. The terms and conditions of Article IX of this Agreement notwithstanding, in the event that one or more remaining Members exercise their option to purchase the Defaulting Member's interest in the Company, the purchase price to be paid for said interest shall be determined as follows: The Members shall meet in an attempt to unanimously agree upon the fair market value of the defaulting Member's Interest. If, within seventy-five (75) days of the Defaulting Member's failure to pay his or her share of any assessment in a timely manner, the Members have not agreed on such value, then the Members shall within five (5) days appoint a Qualified Appraiser. If the Members

cannot agree upon the appointment of a Qualified Appraiser, the Manager or any Member may petition the Maricopa County Superior Court for the appointment of a Qualified Appraiser. The Qualified Appraiser shall be instructed to determine the fair market value of the assets of the Company, on an "as is" basis, as of the date of default or on the date when he or she makes his or her determination, whichever value is lower, after taking into account all assets and liabilities of the Company and the status of the defaulting Member's Capital Account. Written notice of such fair market value shall be given to the Members within 60 days following the date of the Qualified Appraiser's appointment. The purchase price for the defaulting Member's Interest shall be equal to eighty percent (80%) of his or her Percentage Interest of the fair market value of the Company, the Company being entitled to liquidated damages for the breach of this Agreement by the defaulting Member in the amount of twenty percent (20%) of the fair market value of the defaulting Member's Percentage in the Company Interest. The Members agree that the amount of damages resulting from such a breach of this Agreement is difficult to determine at this time and the amount to be paid is calculated as a reasonable estimation of the amount of damages likely to be suffered under the circumstances existing at the time this Agreement is executed. All fees and expenses of the Qualified Appraiser shall be paid out of the amounts the defaulting Member is otherwise entitled to receive and as a result, the payment to the defaulting Member shall further reduced by such amount. Payment to the defaulting Member shall be made over a period of 36 months without interest in equal month installments. The first installment shall be due, payable and paid within 30 days after

the Qualified Appraiser has prepared his or her written report and caused it to be sent to the Members. Subsequent payments shall be made on the same day of each successive month.

(h) As collateral security for the payment of any sum advanced by a non-defaulting Member for and on behalf of a Defaulting Member, the non-defaulting Member shall have a lien or charge against the interest of the Defaulting Member in the Company, including, a charge upon all indebtedness owed by the Company to the Defaulting Member which lien or charge shall be evidenced by an Assignment of Company Interest respecting the Share of the Defaulting Member's Percentage Interest in the Company, including such indebtedness, and shall be executed by the Defaulting Member and delivered within three (3) days after the receipt of demand upon a non-defaulting Member to do so. If the defaulting Member refuses to execute the Assignment of Company Interest, he or she hereby appoints the Manager(s) as his or her attorney(s)-in-fact to execute such Assignment and to take all measures required to protect the Assignment of the Defaulting Member's Interest in the Company. The Manager(s) shall prepare and transmit the notice of default, unless he or she is a defaulting Member, in which event the Assistant Manager, or if he or she is also in default, any non-defaulting Member shall do so.

(i) Any amount which has been loaned to the Company pursuant to this Article shall be repaid in full by the Company to each Member before any amount shall be paid to any Member on account of any other indebtedness of the Company to them or any other amount, except as provided herein.

(j) Subsequent to default by the Defaulting Member and until such time as the Defaulting Member has repaid the other Member(s) in accordance with this Article, the Defaulting Member shall have no right to receive any allocation or distribution from the Company or to participate in any decisions or activities of the Company. All rights to receive a return on capital contributions in accordance with Article VI below shall, upon default, be accrued and held for the Defaulting Member or any Member who acquired his or her Percentage Interest.

(k) In lieu of the rights and remedies set forth hereinabove in Article 2.10, in the event that a Member fails to pay his or her share of any Assessment in a timely manner, the Company shall have the right to commence litigation against the Defaulting Member in order to collect the delinquent Assessment and/or to collect damages from the Defaulting Member reasonably resulting from his or her failure to deliver the Assessment to the Company in a timely manner, regardless of whether said damages were foreseeable. All costs of litigation including, but not limited to reasonable attorney fees shall be payable by the Defaulting Member to the Company.

ARTICLE III

RIGHTS AND DUTIES OF MANAGER

3.1 Management. Except as otherwise provided in this Agreement or in any Employment Agreement, the business and affairs of the Company shall be managed exclusively by its designated Manager(s). The Manager(s) shall direct, manage and control the business of the Company to the best of his or her ability and shall have full and complete authority, power and discretion to make any and all decisions and to do any and all things

which he or she deems to be reasonably required to accomplish the business and objectives of the Company. Except as otherwise provided in this Operating Agreement, no Member other than the Manager(s) shall have the authority to act for or bind the Company.

The Assistant Manager, also known as the Assistant General Manager, shall have those duties and responsibilities as set forth elsewhere in his or her Employment Agreement. Except as provided for in this Operating Agreement or in any Employment Agreement, the General Manager shall be responsible for conducting the daily business affairs of the Company and for making day-to-day operating decisions in carrying out the Company's objectives and policies.

3.2 Number, Tenure and Qualifications. Duke Rodriguez shall initially be the sole General Manager of the Company. His initial salary shall be set forth in his Employment Agreement, if any. In the event that Duke Rodriguez shall be unable or unwilling to serve as Manager, Alan Abrams shall serve as Manager. In the event that Duke Rodriguez and Alan Abrams shall be unable or unwilling to serve as Manager, Christopher Carra shall serve as Manager. Managers shall not receive a salary or any other benefits of his employment without notice to and the unanimous written approval of the Members of the Company.

Initially, there shall be no Assistant Manager of the Company. The number of Managers and Assistant Managers of the Company may be changed from time to time by the affirmative vote of a Majority-In-Interest of the Members, but in no instance shall there be less than one Manager. Except as provided in any written Employment Agreement, each Manager and Assistant Manager, if any, shall hold office until the next annual meeting of Members or until their successor or successors shall have been duly elected and qualified.

Managers and Assistant Managers need not be residents of the State of Arizona or Members of the Company.

3.3 Certain Powers of Manager. Without limiting the generality of any other portion of this Article III the Manager shall have power and authority, on behalf of the Company:

(a) To acquire property from any person as the Manager may determine. The fact that a Member is directly or indirectly affiliated or connected with any such person shall not prohibit the manager from dealing with that person;

(b) To borrow money for the Company from banks, other lending institutions, the Members, or affiliates of the Members upon such terms as they deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to insure repayment of the borrowed sums. No debt or other obligation shall be contracted for or liability incurred by or on behalf of the Company except by the Manager.

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own any Company real and/or personal property in the name of the Company;

(e) To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) Upon the affirmative vote of a Majority-in-Interest of the Members to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violate of or cause a default under any other agreement.

(g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, document providing for the acquisition, mortgage of disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company;

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

(i) To act as "tax matters partner" pursuant to Section 6221 of the Code;

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

(k) To set up and maintain a cash reserve account in the name of the Company in an amount not to exceed $100,000.00 without the written approval of all Members.

(l) To pay normal expenses of operating the Company.

Unless authorized to do so by this Agreement or by a Manager, no Member, agent, or employee of the Company shall have any power or authority to bind the Company in any

way, to pledge its credit or to render it liable for any purpose. However, a Manager may act through a duly authorized attorney-in-fact.

3.4 Manager's Duties. The Manager(s) and Assistant Manager(s), if any, shall be required to adequately manage the Company's business and they may have other interests or engage in other activities, provided that such activities do not compete directly with Company's then-current activities. Neither the Company nor any Member who is not the spouse of a Member of Manager shall have any right, by virtue of this Agreement, to share or participate in any other investments or activities of the Manager(s) or Assistant Manager(s), or to the income or proceeds derived therefrom.

3.5 Indemnity. The Manager(s) and Assistant Manager(s), if any, shall be indemnified by the Company to the fullest extent permitted by Arizona law. Without limiting the generality and completeness of the foregoing, the Company, its receiver and/or trustee shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Manager(s) and Assistant Manager(s), to the extent of the Company's assets, for, from and against any liability, damage, cost, expense, loss, claim or judgment incurred by the Manager(s) and/or Assistant Manager(s) arising out of any claim based upon acts performed or omitted to be performed by any and/or all of them in connection with the business of the Company, including without limitation, attorneys' fees and costs incurred in settlement or defense of such claims. Amounts incurred by Manager(s) and/or Assistant Manager(s) in connection with any action or suit arising out of or in connection with Company affairs shall be reimbursed by the Company. Notwithstanding the foregoing, no Manager(s) and/or Assistant Manager shall be so indemnified, defended, held harmless or reimbursed for claims

based upon acts or omissions in breach of this Agreement or in breach of their Employment Agreements, if any, or which constitute fraud, gross negligence, willful misconduct, or breach of fiduciary duty to the Company or to any other Member.

3.6 Assignment of Manager's Interest. The Manager(s) may transfer his, her or their economic interest in the Company without affecting his or her rights, duties, obligations and liabilities as a Manager. The rights of the Manager(s) in this Agreement are specific to the individual or company named as the Manager(s) and shall accrue to any assignee or transferee of any Manager(s).

3.7 Resignation. Any Manager or Assistant Manager, if any, of the Company may resign from their position with the Company at any time by giving written notice to the Members of the Company. The resignation of any Manager or Assistant Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Such resignation shall not affect such Manager's and/or Assistant Manager's rights and liabilities as a Member of the Company.

3.8 Removal. Except as provided in his or her Employment Agreement, any Manager or Assistant Manager may be removed at any time, with or without cause, by the affirmative vote of a Majority-In-Interest of the Members. Except as provided in his or her Employment Agreement, if any, an Assistant Manager may be removed at any time, with or without cause, by a Manager or by the affirmative vote of a Majority-In-Interest of the Members.

3.9 Vacancies. Any vacancy occurring for any reason in the office of the Manager or Assistant Manager of the Company may be filled by the affirmative vote of a Majority-In-Interest of Members. A Manager or Assistant Manager elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office and shall hold office until the expiration of such term and until his or her successor shall be elected and shall qualify or until his or her earlier death, resignation or removal. A Manager or Assistant Manager chosen to fill a position resulting from an increase in the number of Managers or Assistant Managers shall hold office until the next annual meeting of Members and until his or her successor or successors shall be elected and shall qualify, or until his or her earlier death, resignation or removal.

3.10 Salaries. Except as provided in their Employment Agreement(s), if any, the salaries and other compensation of the Manager(s) and Assistant Manager(s), if any, of the Company shall be fixed from time to time by a Majority-In-Interest of the Members, unless the Manger or Assistant Manager at issue is a Member, in which event the salaries and other compensation of the Manager or Assistant Manager at issue shall be fixed by a Majority-In-Interest of the other Members. No Manager or Assistant Manager shall be prevented from receiving their salary by reason of the fact that he or she is also a Member of the Company.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF MEMBERS

4.1 Limitation of Liability. Except in the event of their own gross negligence or intentional misconduct, the Members and the Manager(s) shall be indemnified by the Company to the fullest extent permitted by Arizona law. Each Member's and each

Manager's liability for the debts and obligations of the Company shall be limited as set forth in Act Section 29-651 and other applicable law.

4.2 List of Members. Upon written request of any Member, the Company shall provide a list showing the names, last known addresses and interests of all Members in the Company.

4.3 Approval of Sale of All Assets. The Members shall have the right, by the affirmative vote of a Majority-In-Interest of the Members, to sell, exchange or otherwise dispose of all or substantially all, of the Company's assets which is to occur as part of a single transaction or plan. The term and conditions of this Article notwithstanding, each Member may sell its interest in the Company to a third party, subject to the other Member'(s)' right of first refusal set forth in Article 7.2 of this Agreement. Furthermore, if an offer to purchase all the assets of the Company is obtained from a third party, each Member shall have the right to purchase the interest of the other Member(s), in the Company upon the same terms and conditions of the third party's offer, by matching said offer pursuant to the rights and obligations set forth in Article 7.2. The purchase price shall be adjusted to reflect the Percentage Interest being sold to the remaining Member(s).

4.4 Company Books. The Manager shall, at the expense of the Company, cause the Company to keep proper and complete books of account adequate for Company's purposes. The Manager shall maintain and preserve at the Company's registered office, during the term of the Company, and for five (5) years thereafter, all accounts, books, and other relevant Company documents, including, without limitation, a copy of the Articles of Organization initially filed with the Arizona Corporation Commission, copies of this

Agreement, together with any supplements, modifications or amendments hereto, any prior operating agreements no longer in effect, written agreements by a Member to make a capital contribution to the Company, copies of the Company's federal, state and local income tax returns and reports and copies of all financial statements. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the Member's expense.

4.5 Priority and Return of Capital. No Member shall be repaid their Initial Capital Contribution, without the unanimous approval of all Members. No Member shall have priority over any other Member either as to the return of Capital Contributions, Additional Capital Contributions, Profits, Losses or distributions; provided that this Section shall not apply to loans (as distinguished from capital contributions) which a Member has made or makes in the future to the Company.

4.6 Members Have No Exclusive duty to Company. The Members shall not be required to actively participate in the daily affairs of the Company, and they may have other business interests and may engage in other activities in addition to their activities, if any, relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or to participate in such other investments or activities of the Member(s) or to the income or proceeds derived therefrom.

ARTICLE V

MEETINGS OF MEMBERS

5.1 Annual Meeting. An annual meeting of the Members shall be held on the last business day of November of each year or at such other time as shall be determined by a

Majority-In-Interest of the Members, commencing with the year 2014, for the purpose of the transaction of such business as may come before the meeting.

5.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager, but no more frequently than 15 days apart, or at any time, but no more frequently than 7 days apart, by a Majority-In-Interest of the Members. Any voting or nonvoting Member may call a meeting, but no more frequently than 30 days apart.

5.3 Place of Meetings. All annual and special meetings of the Members shall be held at the Company's offices, unless otherwise agreed by all Members. Members may appear and participate at meetings, as if present in person, by telephonic or other means whereby they can contemporaneously hear what transpires at the meeting and be heard by all Members in attendance. The cost of such appearance shall be borne by the Member(s) not present in person.

5.4 Notice of Meetings. Except as provided in Section 5.5, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than two nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the Manager or person(s) calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member at his or her address as it appears on the books of the Company, with postage thereon prepaid. If transmitted by way of facsimile or similar means, such notice shall be deemed to be delivered on the date of such facsimile

transmission to the fax number, if any, for the respective Member which has been supplied by such Member to the Manager and identified as such Member's facsimile number. All Members and the Company shall maintain such a means of receiving communications from the Company to the extent that it is reasonably possible to do so. Temporary and/or permanent absence from the State of Arizona and/or the United States of America shall not excuse compliance with this requirement.

5.5 Meeting of all Members. If all of the Members shall meet at any time and place, either within or outside of the State of Arizona, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

5.6 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is transmitted or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

5.7 Quorum. A Majority-In-Interest of the Members, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Interests so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the

adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at a meeting.

5.8 Manner of Acting. If a quorum is present, the affirmative vote of a Majority-In-Interest of the Members shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Articles of Organization, or by this Operating Agreement.

5.9 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Manager(s) of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

5.10 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by all Members entitled to vote and delivered to the Manager(s) of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

5.11 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice whether before, at or after the time stated therein shall be equivalent to the giving of such notice.

ARTICLE VI

PROFITS, LOSSES; DISTRIBUTIONS

6.1 Percentage Interests. The Percentage Interest of the Members is as follows:

Duke Rodriguez-51% of Membership Interest and 40% of all distributions of Company profits, losses and distributions of all types.

CA2 Capital, LLC-49% of Membership Interest and 60% of all distributions of Company profits, losses and distributions of all types.

6.2 Profits and Losses. Subject to Section 6.4, each Member shall share in the annual Profits and Losses of the Company shall be proportionate to its Percentage Interest.

6.3 Distributions. Except as provided in Section 6.4, all distributions of cash or other property shall be made to the Members, at such time as determined by the Manager, in proportion to their Percentage Interests on the record date of such distribution. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section.

6.4 Special Allocations.

(a) Qualified Income Offset. In the event any Member, in such capacity, unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4) (regarding depletion deductions), 1.704-1(b)(2)(ii)(d)(5) (regarding certain mandatory allocations under Treasury Regulations regarding family partnerships, the so-called varying interest rules, or certain in-kind distributions), or 1.704-1(b)(2)(ii)(d)(6) (regarding certain distributions, to the extent they exceed certain expected offsetting increases in a

Member's Capital Account), items of Company income and gain shall be specially allocated to such Members in an amount and a manner sufficient to eliminate, as quickly as possible, the deficit balances in the Member's Capital Account created by such adjustments, allocations or distributions. Any special allocations of items of income or gain pursuant to this subsection (a) shall be taken into account in computing subsequent allocations of Profits pursuant to this Article, so that the net amount of any items so allocated and the Profits, Losses or other items allocated to each Member pursuant to this Article shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to this Article as if such unexpected adjustments, allocations or distributions had not occurred.

(b) Section 704(c) Allocations. In accordance with section 704(c) of the Code and the applicable Treasury Regulations issued thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company, shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value of the property contributed by that Member. In the event the Gross Asset Value of any Company property is adjusted pursuant to this agreement, subsequent allocations of income, gains, loss, and deduction with respect to such asset shall take into account any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under section 704(c) of the Code and the Treasury Regulations thereunder. Any elections or other decisions relating to such

allocations shall be made by the Manager in any manner that reasonably reflects the purpose of this Agreement. Allocations made pursuant to this subsection (b) are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

(c) Other Allocations. The Manager shall make such other special allocations as are required in order to comply with any mandatory provision of the applicable Treasury Regulations or to reflect a Member's economic interest in this Company determined with reference to such Member's right to receive distributions from this Company and such Member's obligation to pay its expenses and liabilities.

(d) Acknowledgment. The Members are aware of the income tax consequences of the allocations made by this Operating Agreement in general and by Article 6.4 hereof and hereby agree to be bound thereby in reporting their share of Company income and loss for income tax purposes.

(e) Recharacterization of Fees or Distributions. If a guaranteed payment to a Member is ultimately recharacterized as a distribution for federal income tax purposes (as the result of an audit of the Company's return or otherwise), and if such recharacterization has the effect of disallowing a deduction or reducing the adjusted basis of any asset of the Company, then an amount of Company gross income equal to such disallowance or reduction shall be allocated to the recipient of such payment. If a distribution to a Member is ultimately recharacterized as a guaranteed payment

for federal income tax purposes (as a result of an audit of the Company's return or otherwise), and if any such recharacterization gives rise to a deduction, such deduction shall be allocated to the recipient of the distribution.

6.5 Special Tax Allocations.

(a) Contributed Property. In accordance with Code section 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the Company shall, solely for tax purposes, allocated among the Members so that a contributing Member, to the maximum extent possible, recognizes the variation, if any, between the Adjusted Basis and the initial Gross Asset Value of the property contributed by that Member.

(b) Recapture of Deductions and Credits. If any "recapture" of deductions or creditors previously claimed by the Company is required under the Code upon the sale or other taxable disposition of any Company property, those recaptured deductions or credits shall, to the extent possible, be allocated to the Members prorata in the same manner that the deductions and credits giving rise to the recapture items were originally allocated using the "first-in, first-out" method of accounting; provided, however, that this section shall only affect the characterization of income allocated among the Members for tax purposes.

(c) Discretion of the Manager. Any elections or other decisions relating to the allocations under this section shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this section are solely for purposes of federal, state and local taxes and shall not

affect or in any way be taken into account in computing any Member's Capital Account or share of Profit, Losses, other items or distributions pursuant to any provision of this Agreement.

(d) Personal Property Taxes. Each Member will be charged the Maricopa County personal property tax assessment that relates to the cost basis of personal property he or she has purchased and contributed to the Company. These charges will be taken into account as a component of each Member's profit distribution and the tax deduction allocated to their respective Capital Account.

6.6 Limitations Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their contributions.

The Members may, upon their unanimous consent, establish and maintain one or more reserve accounts for the purpose of accumulating operating capital for the Company's use and benefit.

6.7 Accounting Method. The books and records of account of the Company may be maintained in accordance with either the cash or accrual method of accounting, as determined by a Majority-In-Interest of the Members.

6.8 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on the Member's Capital Contribution or to the return of the Member's Capital Contribution, except as otherwise specifically provided for herein.

6.9 Loans to Company. Nothing in this Operating Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the

Company. Unless otherwise agreed in writing, all loans made to the Company by Members shall bear interest at the rate 12% per annum until repaid in full.

6.10 Accounting Period. The Company's accounting period shall be the calendar year.

6.11 Basis of Accounting. The Company books shall be kept on such basis as is determined by a Majority-In-Interest of the Members; provided, however, that if applicable federal income tax law requires the Company to use a different method of accounting, the Company shall change its accounting method to such method or to any other permissible method of accounting that a Majority-In-Interest of the Members shall designate.

6.12 Records, Audits and Reports. At the expense of the Company, the Manager(s) shall maintain records and account of all Company operations and expenditures. At a minimum the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known business, residence, or mailing address of each Member and Manager, both past and present;

(b) A copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) Copies of the Company's federal, state, and local income tax returns ad reports, if any, for the three most recent years;

(d) Copies of the Company's currently effective written Operating Agreement and all amendments thereto, copies of any prior written operating agreement no longer in effect, copies of any writings permitted or required with

respect to a Member's obligation to contribute cash, property or services, and copies of any financial statements of the Company for the three most recent years;

(e) Minutes of every annual, special, and court-ordered meeting;

(f) Any written consents obtained from Members for actions taken by Members without a meeting; and

(g) A copy of the intended articles of organization and all amendments.

6.13 Returns and Other Elections. The Manager(s) shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company transacts business. Copies of such returns or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year.

All elections permitted to be made by the Company under federal or state laws shall be made by the Manager(s) in his, her or their sole discretion.

ARTICLE VII

RESTRICTIONS ON TRANSFERABILITY

7.1 General Restrictions. No Member shall have any right to retire or withdraw voluntarily from the Company. A Member may sell, transfer or assign all or any portion of his or her Interest to another Member or Affiliate without restriction. No Member shall have the right to sell, transfer or assign an Interest to a Third Party, except as provided hereinafter. No Member shall have the right to voluntarily commit an act that constitutes a Withdrawal Event. The foregoing notwithstanding, a Member shall have the right to transfer his or her

Interest in accordance with Section 7.9 of this Article. Any voluntary act of a Member that constitutes a withdrawal from this Company shall constitute a material breach of this Agreement and this Company shall be entitled to collect damages for such breach. Such damages shall offset any cash or other property otherwise distributable to such Member by this Company. The admission of a transferee of an Interest as a Member shall not effect the dissolution of the Company.

7.2 Assignment. A Member's rights to distributions, if any, from the Company may be voluntarily assigned, but the assignee shall, unless otherwise expressly provided for in this Agreement to the contrary, have absolutely no rights whatsoever, except the right to receive specifically assigned distributions.

7.3 Requirements for Assignment. Subject to any restrictions on transferability required by federal or state law or contained elsewhere in this Agreement, a Member shall have the right to assign any of the Member's Interest in the Company by a written assignment to any person, provided that (i) such assignment is not in contravention of any of the other provisions of this Agreement; and (ii) such assignment has been duly executed and acknowledged by the assignor and assignee. Upon making any such assignment, the assignor shall no longer be entitled to vote with respect to the assigned Interest or exercise any other rights of a Member.

7.4 Assignee's Rights. As assignee of any interest in the Company previously held by a Member shall be entitled to receive distributions of cash or other property from the Company and to receive allocations of the Profits and Losses and other distributive share items of the Company attributable to such Interest under the provisions of this Article after

the effective date of the assignment. The "effective date" of the assignment shall be that date set forth on the written instrument of assignment. The assignee shall not become a Member unless and until the assignee complies with the requirements set forth in Section 8.3 of this Agreement.

7.5 Distributions and Allocation in Respect to Transferred Company Interests. If any Interest in the Company is sold, assigned or transferred during any accounting period in compliance with the provisions of this Article, Profits, Losses, each item thereof and all other items attributable to such item for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying Interests during the period in compliance with the provisions of this Article, Profits, Losses, each item thereof and all other items attributable to such item for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying Interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected the Manager. All distributions made on or before the date of such transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee.

7.6 Satisfactory Written Assignment Required. Anything required herein to the contrary notwithstanding, the Company and the Manager shall be entitled to treat the assignor of an interest in the Company as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash made in good faith to him or her, until such time as a written assignment that conforms to all requirements of this Article has been received by and recorded on the books of the Company.

7.7 Limitation on Sale or Exchange. No Interest in the Company may be sold or exchanged if such transaction, in light of the total of all other Company Interests sold or exchanged within the period of twelve (12) consecutive months prior thereto, might, in the opinion of counsel for the Company, result in the termination of the Company under Code Section 708

7.8 Involuntary Assignments.

(a) In the event a Member dies or a Member's Interest is taken or disturbed by levy, foreclosure, charging order, execution or other similar proceeding, the Company shall not dissolve. The assignee of the Member's Interest shall in no event have any right to interfere in the management or the administration of the Company business or affairs or to act as a Manager or to become a substituted Member except as may otherwise be expressly provided for herein to the contrary. The assignee shall only have the right to receive distributions attributable to the Member's Interest in the Company, if and to the extent any are made, along with allocations of Profits and Losses attributable to the Member's Interest in the Company in accordance with the allocation provisions set out in this Agreement.

(b) Any person or entity to which an Interest in the Company is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act to have assumed all of the obligations arising under this Agreement and relating to the Interest assigned. Upon demand any such assignee(s) shall execute and deliver such instrument confirming such assumption. Failure to deliver such instrument shall, at the election of the Company, be deemed a default hereunder by the assignee.

(c) Any assignee of any Company Interest shall receive the federal and all relevant state Forms K-1 and report all income and loss on said assignee's income tax returns each year in accordance with Revenue Ruling 77-137, 1977-1 C.B. 178.

7.9 Right of First Refusal. Unless otherwise agreed by all Members and unless prohibited by the Code and/or the Arizona Revised Statutes, for so long as this Operating Agreement shall remain in force and effect, in the event that a Member desires to transfer all or any portion of his Interest to a non-Member, Third Party and/or non-Affiliate and has not otherwise sold his Interest to one or more Members upon such terms and conditions as shall have been agreed upon among purchaser(s) and seller, said Member hereby grants to all of the other Members an irrevocable option to purchase his or her entire right, title and interest in and to the Company and its assets in proportion to the ownership Interests of such purchasing Members, upon the following terms and conditions:

(a) The Members agree not to list, offer for sale, entertain offers, or otherwise attempt to market or sell his or her Interest in the Company, directly or indirectly, to any Third Party or non-Affiliate without first giving some or all of the other Members the nonassignable right to purchase the selling Member's Interest upon the same terms and conditions offered by or extended to any Third Party or non-Affiliate.

(b) The Members hereto covenant and agree that the right of first refusal granted to the other Members shall further apply as follows:

(c) In the event that a Member shall receive one or more acceptable solicited or unsolicited offers of purchase from any Third Party or non-Affiliate

during the term of this Operating Agreement, he or she shall immediately notify the Manager(s) and the other Members of the receipt of said offer(s) in writing, and shall:

(i) Advise the Third Party or non-Affiliate tendering such offer in writing of the existence of this right of first refusal and the rights of the nonselling Members;

(ii) Notify such Third Party and/or non-Affiliate of the interim rejection of such offers in writing, pending compliance with the terms and conditions of this Article; and a copy of said rejection shall immediately be mailed to the Manager(s) and to the nonselling Members;

(iii) Mail or deliver a complete copy of the offer and all exhibits and attachments thereto to the Manager and to all nonselling Members of the Company.

(d) All nonselling Members shall have the right, but not the obligation, to purchase the selling Member's Interest on a prorata basis pursuant, based upon their respective Percentage Interests in the Company, to the terms and conditions set forth in the acceptable unsolicited or solicited offer, by notify the Selling Member within fifteen (15) days after their receipt of the written notice of the offer, a copy of the offer itself and all exhibits and attachments thereto.

(e) If no nonselling Member shall elect to exercise his or her right of first refusal as herein granted as to any portion of the selling Member's Interest, except as provided hereinafter, the selling Member may proceed with the timely sale of the Interest as set forth in the notice, but no sale shall be made on terms substantially less favorable to the selling Member than were set forth in the offer and/or if other substantial or material changes are made to the price and/or terms as were set forth in the offer without first sending to the Manager(s) and all nonselling Members a new

notice and complete documentation setting forth such substantially or materially less favorable terms and/or material changes, in which event the nonselling Members shall have a further period of fifteen (15) days in which to elect to purchase at the new price and/or terms. If the sale to any such proposed purchaser is not consummated within the greater of the period described in the notice of offer to the Manager and to the nonselling Members or sixty (60) days after the Manager's and the nonselling Members' receipt of the initial notice of offer, any sale thereafter, whether to the same or any other purchaser, shall be subject to all of the above provisions relating to the nonselling Members' right of first refusal. In the event of a pending sale of the Interest wherein the nonselling Members have declined to exercise their right of first refusal, whether after the receipt of an initial notice and offer or subsequent notice, the selling Member will provide the Manager and the nonselling Members as soon as possible prior to the closing of the sale of the Interest, but in no event later than five (5) days prior thereto, a copy of all documents which they may reasonably require to verify that there have been no substantial or material changes made to the terms which were disclosed to them, that the sale is not to occur on terms substantially less favorable to the selling Member than those reported to them, and/or that the sale is to occur within sixty (60) days after the Manager's and the nonselling Members' receipt of the initial notice and proper documentation.

(f) The nonselling Members shall notify the selling Member and the General Manager of their decision to purchase **their prorata share, or all or so much of the Interest of the selling Member that they desire to purchase which**

may be greater or less than their proportionate share, by delivering or by causing a written response to be received by the selling Member within fifteen (15) days of their receipt of the above described notice and documentation from the selling Member. A copy of said notice from the Manager and each nonselling Member shall also be transmitted to and received by all other nonselling Members and to the Manager(s) within said fifteen (15) day period. If some of the nonselling Members initially elect to purchase their prorata share of the Interest of the Selling Member or an amount greater than their prorata share, but collectively do not agree to purchase the entire Interest which the selling Member proposes to sell, the other nonselling Members may purchase said share on a prorata basis or, if not on a prorata basis on any other basis that they agree upon among themselves, provided that notice thereof is transmitted to and received by the selling Member and to the Company within twenty-one (21) days after the required notice of intent to sell and documentation is transmitted to the General Manager and to the nonselling Members. If the nonselling Members do not individually or collectively agree in writing to purchase the entire Interest of the selling Member which the selling Member proposes to convey to the above described Third Party or non-Affiliate within the thirty-six (36) day time period provided for them to do so, or if the nonselling Members fail to notify the Company and the selling Member of their intention to purchase said Interest within the time provided, the selling Member shall be free to convey his or her entire Interest in the Company to the Third Party or non-Affiliate, provided that said sale otherwise complies in all respects with the terms and conditions of this Article.

(g) For purposes of this Article only, in the event that it is impossible or impractical to give actual notice to a Member, substitute service of the notice may be made to and received by the Company and to the Manager and/or to the Assistant Manager, if he or she is not an Affiliate of the Member giving notice.

(h) This right of first refusal cannot be conveyed, transferred or assigned to any Third Party or non-Affiliate.

(i) The Members agree that any new purchaser of a selling Member's Interest in the Company shall, as a condition, of acquiring said Interest in the Company, become obligated to accept and abide by the terms of this Agreement by executing it as a proposed Member.

(j) Any actual or attempted transfer of a selling Member's Interest in the Company in contravention of the nonselling Members' right of first refusal shall be null and void, and will not be recognized or honored by the Company.

(k) In the event of an actual, attempted or threatened transfer of a selling Member's Interest in the Company in contravention of a nonselling Member's right of first refusal, the Company and/or the nonselling Members may commence litigation against the selling Member in order to obtain injunctive relief and/or to collect damages from the selling Member reasonably resulting from his or her actions. All costs of litigation including, but not limited to reasonable attorney fees shall be payable by the selling Member.

ARTICLE VIII

8.1 Preemptive Rights. The Members shall have the right to acquire additional Membership Interests at par value or at such respective equitable prices, terms and conditions as shall be fixed from time to time by the Members, whether such additional Membership Interests constitute a part of the Membership Interest presently or subsequently authorized or constitutes Interests held in the treasury of the Company, if permitted by law, and shall be exercised in the respective ratio which the Membership Interest held by each Member at the time of such issuance bears to the total Membership Interest outstanding in the names of all Members at such time. No resolution of the Members authorizing the issuance of additional Membership Interests to which these preemptive rights attach may require such rights to be exercised within less than six (60) days.

8.2 Additional Members. After the formation of the Company, any Person acceptable to all of the Members may become a Member of this Company, upon payment of such consideration as the Members by their unanimous vote shall determine, except as may otherwise be provided in this Agreement. Except for Membership Interests acquired pursuant to Section 7.9 of this Agreement, no transferee of an Interest of a Member who is a Third Party or non-Affiliate shall become a Member of the Company without the written consent of all of the Members. No new Member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Company's books shall be closed (as though the Company's tax year had ended) whenever an additional Member has been admitted and the Company shall make pro rata allocations of loss, income and expense deductions to an additional Member for that portion of the

Company's tax year in which an additional Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

8.3 Requirements for Substitution. Except as otherwise set forth in this Agreement, no assignee of any interest in the Company shall have the right to become a Member in place of his assignor unless all of the following conditions are satisfied:

a. The unanimous consent of all Members; and thereafter

b. The written consent of the Manager to such substitution is obtained, the granting or denial of which shall be within the sole and absolute discretion of the Manager; and

c. A duly executed and acknowledged written instrument of assignment, being either a certificate evidencing the Interest in the Company owned by the assignor prior to such assignment or some other instrument approved by the Manager is filed with the Company setting forth the intention of the assignor that the assignee become a Member in its place; and

d. The assignee executing a written agreement to be bound by all the terms and conditions of this Agreement as it may be amended from time to time in a form acceptable to the Manager.

8.4 Evidence of Intent to Substitute. A Member who assigns any Interest in the Company must evidence its intentions that its assignee be admitted as a substitute Member in its place and execute any instruments required by the Manager in connection therewith.

8.5 Substitution Required for Vote. Unless or until an assignee of an Interest in the Company becomes a substitute Member, neither such assignee nor its assignor shall be entitled to exercise any vote with respect to such Interest in the Company or exercise any other rights of a Member.

8.6 Effective Date. The effective date of a substitution shall be the first day of the calendar quarter next following the date upon which the Manager has consented to such substitution and at which time the Company shall, if necessary, file with the Office of Corporation Commission of the State of Arizona an appropriate amendment to its Articles of Organization evidencing such substitution, and to the extent required by law shall cause the same to be published.

ARTICLE IX

DISSOLUTION AND TERMINATION

9.1 Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) by the written agreement of a Majority-In-Interest of the Members, unless the unanimous written agreement of all Members is required by law or any tax code to preserve the Company's status as a limited liability company (or to maintain the treatment thereof for tax purposes of the Company and its Members);

(ii) upon the entry of a decree of dissolution under A.R.S. Section 29-785 or a similar Order of a court of competent jurisdiction;

(iii) upon the acquisition by one person of all of the outstanding Interests and his or her desire to dissolve the

Company or if, upon said acquisition dissolution is required by law; or

(iv) upon any other Withdrawal Event, unless the business of the Company is continued by the specific consent of all of the remaining Members given within 90 days after such event and there is at least one remaining Member consenting to continue the business of the Company.

(v) As soon as possible following the occurrence of any Withdrawal Event, if the Company is not continued, a representative of the Company shall execute and file a Notice of Winding Up with the Arizona Corporation Commission.

9.2 Effect of Filing of Dissolving Statement. Upon the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until Articles of Termination have been filed with the Arizona Corporation Commission or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

Notwithstanding the foregoing, if the Withdrawal Event of a Member leaves only one remaining Member, that remaining Member shall have the right within 90 days of the discovery of such Withdrawal Event to admit an additional Member to the Company, and that newly admitted Member along with the remaining Member or the remaining Member alone may elect to continue the business of the Company as set forth in this Agreement.

9.3 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by a trustee unanimously elected by the Members or by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date

of the last previous accounting until the date of dissolution. The Manager(s), if any, shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Manager(s) shall, unless otherwise required by law: (1) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager(s) may determine to distribute any assets to the Members in kind); (2) pay and discharge the Company's debts and liabilities to third parties (as the terms is generally defined); (3) discharge all proper liabilities of the Members (other than liabilities to Members), including all costs relating to the dissolution, winding up, and liquidation and distribution of assets, (4) discharge any liabilities of the Company to the Members other than on account of their Interests in Company capital or profits; (5) allocate any profit or loss resulting from such sales to the Members' Capital Accounts; (6) establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members the amounts of such reserves shall be deemed to be an expense of the Company); and (7) distribute the remaining assets to the Members in accordance with their Membership Interests in the following order, except as otherwise required by law:

(i) No person shall have the right to demand or receive property other than cash upon dissolution and termination of the Company (although a Majority of the Members or Trustee may distribute property other than cash) or to demand the return of his Capital Contributions to the Company prior to dissolution and termination of the Company;

(ii) In lieu of liquidating the Company's assets, a Majority of the Members or, in their stead, the Trustee, may elect, in his sole discretion, to distribute all or a portion of such assets in kind;

(iii) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of all Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members shall be adjusted pursuant to the provisions of this Operating Agreement to reflect such deemed sale.

(iv) The positive balance of each Member's Capital Account as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs, shall be distributed to the Members, either in cash or in kind, as determined by the Manager(s), with any assets distributed in kind being valued for this purpose at their fair market value as determined pursuant to this Operating Agreement. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a negative deficit Capital Account balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligations to make any contribution to the capital of the Company, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager(s) shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

9.4 Articles of Termination. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets have been distributed to the Members, Articles of Termination shall be executed and filed with the Arizona Corporation Commission.

9.5 Return of Contribution Non-recourse to Other Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his or her Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash or other property contribution of one or more Members, such member or Members shall have no recourse against any other Member or against any Manager or Assistant Manager.

ARTICLE X

AMENDMENT OF AGREEMENT

10.1 Amendments Requiring Agreement of Members. Amendments to this Operating Agreement must be approved by the unanimous consent of all of the Members.

10.2 Amendments Not Requiring Agreement of Members. This Agreement may be amended by the Manager without the consent or vote of any Member to effect any changes required by law or changes which do not materially and adversely affect the rights of the

Members who have not consented thereto.

10.3 Obligations of Members. Each Member covenants, on behalf of himself, his successors, assigns, heirs and personal representatives, to execute and deliver with acknowledgment or affidavit, if required, all documents and writings that may be necessary or appropriate to effectuate amendments pursuant to this Agreement.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating 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 facsimile, overnight delivery or registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given 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 aforesaid or one (1) business day after the date when the same was transmitted by facsimile or overnight delivery.

11.2 Books of Account and Records. Proper and complete records and books of account of the Company's activities shall be kept and shall be caused to be kept by the Manager(s). The information contained therein shall be entered fully and accurately with regard to all transactions and other matters relating to the Company's business and with such

detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall be at all times be kept at the principal executive office of the Company and shall be open to reasonable inspection and examination by the Members and/or by their duly authorized representatives during reasonable business hours.

11.3 Application of Arizona Law. This Operating Agreement and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona.

11.4 Waiver of Action for Partition. Each Member irrevocably waives any right that he or she may have, during the term of the Company, to maintain any action for partition with respect to the property of the Company.

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

11.6 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and vice versa; and the word "person" or "party" shall include a corporation, firm, partnership, proprietorship or other form of association.

11.7 Headings. The headings in this Operating Agreement are inserted for convenience only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

11.8 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 Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

11.9 Rights and Remedies Cumulative. The rights and remedies provided by this Operating 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. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

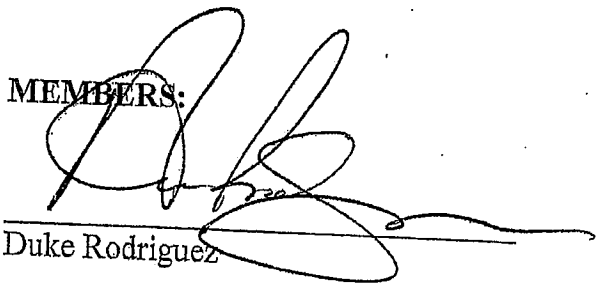
11.10 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

11.11 Heirs, Successor and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit or detriment of the parties hereto and, to the extent permitted by this Operating Agreement, and to their respective heirs, legal representatives, successors and assigns.

11.12 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

11.13 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.

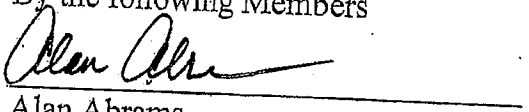
MEMBERS:



Duke Rodriguez

8/18/2014
Date

CA2 Capital, LLC
By the following Members



Alan Abrams

8/18/2014
Date

Christopher Carra

8/18/14
Date