

**603 EDESEL FORD LLC
OPERATING AGREEMENT**

Drafted by:

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**603 EDESEL FORD LLC
OPERATING AGREEMENT
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603 EDEL FORD LLC OPERATING AGREEMENT

THIS AGREEMENT is between 603 Edsel Ford LLC, a Michigan limited liability company (the "Company"), and the Members of the Company.

This Agreement governs the organization, operation, and dissolution of the Company as a limited liability company under the Michigan Limited Liability Company Act, MCLA 450.4101 et seq. (the "Act").

This Agreement shall be effective immediately.

THEREFORE, the parties agree as follows:

1. Organization.

1.1 Formation. Articles of Organization ("Articles") were filed with the Michigan Department of Labor & Economic Growth on _____.

1.2 Name. The name of the Company shall be 603 Edsel Ford LLC. The Company may change its name from time to time by amending its Articles.

1.3 Legal Purpose. The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan, including but not limited to the protection and conservation of family assets and investments; control and management of family property; consolidation of fragmented family assets and investments; and simplification of succession of ownership from one generation to the other.

1.4 Duration. The duration of the Company shall be perpetual, subject to dissolution pursuant to this Agreement or the Act.

2. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings for purposes of this Agreement:

2.1 Act. The "Act" means the Michigan Limited Liability Company Act, MCLA 450.4101 et seq., as periodically amended.

2.2 Articles. The "Articles" mean the Company's Articles of Organization, as amended from time to time.

2.3 Code. The "Code" means the Internal Revenue Code of 1986, as amended from time to time.

2.4 Distributive Share. A Member's "Distributive Share" is a fraction or percentage by which the Member's voting rights, allocation of profit and loss, and share of distributions are determined, according to the terms and conditions of this Agreement. The initial Members' initial Distributive Shares are shown in Schedule 1. The Members' Distributive Shares are subject to adjustment as provided in this Agreement.

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2.5 Excess Capital Account Deficit. "Excess Capital Account Deficit" is defined in Section 5.2(b).

2.6 Majority Vote. A majority vote of the Members means a vote representing a majority of the total Distributive Shares of all Class A (voting) Members. If there is only one Manager, a majority vote of the Manager means the act of the sole Manager, and no formal vote, consent, approval or similar action shall be necessary.

2.7 Manager. "Manager" means a manager of the Company within the meaning of the Act and this Agreement.

2.8 Member. A "Member" means each person executing this Agreement as an initial member, and each person subsequently admitted to membership.

2.9 Vote. To vote includes an affirmative vote at a duly called meeting, as well as a written consent or approval. Any action required or permitted to be taken by the vote of the Members or Managers may be authorized without a meeting, without prior notice, and without a vote, if written consents setting forth the action to be taken are signed by Members or Managers representing sufficient voting power to authorize or take the action at a meeting at which all membership interests or Managers entitled to vote were present and voted. Each written consent must be dated and signed by the consenting Member or Manager. A consent must be signed within 60 days before or 30 days after the action is taken or authorized. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members or Managers who have not consented in writing who would have been entitled to vote.

3. Books, Records, and Accounting.

3.1 Books and Records. The Company shall keep the following records at its registered office:

- (a) A current list of the full name and last known address of each Member and Manager;
- (b) A copy of the Articles, together with any amendments or restatements;
- (c) Copies of the Company's federal, state, and local tax returns and reports, if any, for the three most recent years;
- (d) Copies of any financial statements of the Company for the three most recent years;
- (e) Copies of operating agreements; and
- (f) Copies of records that would enable a Member to determine the Members' relative shares of the Company's distributions and their relative voting rights.

Upon written request of a Member, the Company shall mail the Member copies of its most recent annual financial statements and most recent federal, state and local income tax returns and reports. Upon reasonable written request a Member may obtain true and full information regarding the current state of business and financial condition of the Company, and any other information regarding the affairs of the Company as is just and reasonable. Upon reasonable written request and during normal business hours, each Member or a designated representative shall be entitled to inspect and copy the books and records listed above, or any other books or records that may be just and reasonable.

3.2 Fiscal Year; Accounting. The taxable year of the Company, and the accounting methods and principles to be followed by the Company, shall be determined by the Manager from time to time.

3.3 Annual Reporting. Promptly after the end of each fiscal year, each Member may be furnished a complete accounting of the financial condition and results of operations of the Company for the prior year, as well as the Member's share of profits, losses, other tax attributes, and any other information the Member may need to prepare his individual income tax return.

4. Capital Contributions and Capital Accounts.

4.1 Initial Contributions. The initial Members have made or agree to make the capital contributions shown in the attached Schedule 1.

4.2 Additional Contributions. No additional capital contributions shall be made by or required of any Member except upon the unanimous agreement of all Members.

4.3 Capital Accounts. A separate capital account shall be maintained for each Member consistent with Code Section 704 and Treasury Regulations Section 1.704-1(b)(2)(iv).

4.4 General Rule. Except as otherwise provided in this Agreement or applicable Treasury Regulations, each Member's capital account shall be:

- (a) Increased by any and all capital contributions made by the Member;
- (b) Increased by the Member's share of Company income or items of income allocated to him;
- (c) Decreased by the amount of any distributions by the Company to the Member; and
- (d) Decreased by the Member's share of Company losses or loss items allocated to him.

4.5 Contributions of Property. If property other than cash is contributed or deemed contributed by a Member to the Company, the following special rules shall apply:

(a) The increase in the Member's capital account shall be the fair market value of the property contributed, net of liabilities secured by the property that the Company assumes or is considered to assume, or subject to which the property is taken.

(b) The Members' capital accounts shall be adjusted as required under Treasury Regulations Sections 1.704-1(b)(2)(iv)(g) and Section 1.704-1(b)(4)(i), to account for differences between the book value and fair market value of the property.

4.6 Distributions of Property. If property other than cash is distributed or deemed distributed by the Company to a Member, the following special rules shall apply:

(a) The capital accounts of the Members shall be adjusted as provided in Treasury Regulations Section 1.704-1(b)(2)(iv)(e) for unrealized income, gain, loss and deduction inherent in the property that has not already been reflected in the Members' capital accounts, as if there were a taxable disposition of the property for its fair market value on the date of distribution.

(b) The capital account of the Member who receives the distribution of property from the Company shall be charged with the fair market value of the property at the time of distribution, net of liabilities secured by the property that the Member assumes or is considered to assume, or subject to which the property is taken.

4.7 Optional Revaluation of Assets. The Company may revalue its assets and increase or decrease the Members' capital accounts under Treasury Regulations '1.704-1(b)(2)(iv)(f) in connection with any of the following:

(a) The contribution of money or other property to the Company by a new or existing Member as consideration for an interest in the Company;

(b) The distribution of money or other property to a terminating or continuing Member as consideration for an interest in the Company; or

(c) The liquidation of the Company.

In connection with such a revaluation, the fair market value of the Company's assets shall be reasonably determined by the Members.

4.8 Transferees. If all or a portion of a membership interest is transferred, the transferee shall succeed to the capital account of the transferring Member, to the extent of the interest transferred.

4.9 No Interest; No Right to Repayment. No interest shall be paid on any Member's capital account, and no Member shall have the right to withdraw or be repaid any portion of his capital account except as provided in this Agreement.

5. Allocation of Profits and Losses.

5.1 General Rule. Except as otherwise provided in this Agreement, or as otherwise required in order to comply with the “Substantial Economic Effect” Treasury Regulations under Code Section 704, the profits, losses, and tax attributes of the Company shall be allocated among the “Class A” Members as follows:

(a) If the Company has a net loss for a fiscal year, it shall be allocated first to Members with positive capital accounts in proportion to their Distributive Shares until all capital accounts have been reduced to zero, and then to all Members in proportion to their Distributive Shares.

(b) If the Company has net income for a fiscal year, it shall be allocated to the Members in proportion to their Distributive Shares.

5.2 Special and Curative Allocations. The following special and curative allocation rules are intended to comply with the substantial economic effect regulations issued under Code Section 704, and should be construed in a manner consistent with those regulations.

(a) Section 704(c) Allocations. Any item of income, gain, loss or deduction with respect to property other than cash that has been contributed by a Member to the capital of the Company and which is required or permitted to be allocated to the Members for income tax purposes under Code Section 704(c) so as to account for the variation between its tax basis and fair market value at the time of its contribution shall be allocated to the Members solely for income tax purposes in any manner permitted by the Regulations.

(b) Qualified Income Offset. If a Member unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to the Member as necessary to eliminate any Excess Capital Account Deficit (as defined below) as soon as possible, to the extent required by Treasury Regulations.

An Excess Capital Account Deficit means the amount of a Member's negative capital account balance in excess of the following, determined as of the end of the Company's fiscal year after making all other allocations under this Agreement ignoring this Section:

(i) The Member's Distributive Share of the Company's minimum gain (within the meaning of Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d)), if any;

(ii) The amount of the adjustments, allocations and distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6); and

(iii) Any amount the Member is required to restore or is deemed to be required to restore to the Company upon liquidation under this Agreement or under the Regulations.

This Section is intended to comply with the qualified income offset requirements of Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

(c) Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2(f), and despite any other provision of this Agreement, if there is a net decrease in the Company's minimum gain for a taxable year, each Member shall be allocated items of income and gain (for that year and if necessary for subsequent years) in proportion to and to the extent of the Member's share of the net decrease in the Company's minimum gain. The income and gain items shall be allocated according to the provisions of Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section is intended to comply with the minimum gain chargeback requirements of Treasury Regulations Section 1.704-2(f).

(d) Depreciation Recapture. For purposes of determining the character of taxable income of the Company allocated to the Members, any amount treated as ordinary income attributable to depreciation recapture shall, to the extent possible, be allocated among the Members in proportion to the amount of depreciation previously allocated to the Members with respect to the property. This Section shall not alter the amount of allocations among the Members but merely the character of the income allocated.

(e) Miscellaneous. In making any special or curative allocation under this Section, the Members are authorized to act only after having been advised by the Company's independent professional accountants or tax counsel that under Code Section 704(b) and applicable Treasury Regulations the allocation is necessary and is the minimum modification of the general allocation rules otherwise provided for in this Agreement to assure that each Member's distributive share of income, gain, loss, deduction, credit or other tax attribute is proper and will be respected for federal income tax purposes.

If any special or curative allocation is required under this Section which is less favorable to the Members than would be otherwise provided under the general allocation rules of Section 5.1, then on the advice of the Company's independent professional counsel or accountants that it is permitted by Code Section 704(b), income, gain, loss, deduction, credit or other tax attributes arising in later years shall be allocated among the Members in a manner so as to result in the total allocation of income, gain, loss, deduction, credit or other tax attributes over the life of the Company as nearly as possible in accordance with the general allocation rules under Section 5.1.

Any special or curative allocation under this Section shall be deemed to be made pursuant to the fiduciary obligations of the Members, and no such allocation shall give rise to any claim or cause of action by any Member.

6. Distributions.

6.1 Discretionary Distributions. Subject to the limitations of Section 6.6, the Company may make discretionary distributions to the Members from time to time.

6.2 Determination of Amount to Distribute. The determination of the amount of funds available for distribution from time to time shall be made by the Manager.

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6.3 Distributions upon Buyout. See page 15

6.4 Draw Accounts. Periodic distributions during the Company's fiscal year shall be charged to the Members' draw accounts. As of the end of the Company's fiscal year the Members' draw accounts shall be reconciled, and unless otherwise provided in this Agreement or required under the Code, total distributions for the year shall be made to the Members in proportion to their Distributive Shares.

6.5 Insolvency Limit on Distributions. Distributions may be made only if the Manager reasonably determines that the Company has sufficient cash to meet the current and anticipated needs of the Company, including but not limited to operating expenses, debt service, acquisitions, reserves, expansion, and mandatory distributions, if any. No distribution shall be declared or made if it would render the Company unable to pay its debts as they become due in the usual course of business, or it would result in the Company's total assets being less than the sum of its total liabilities plus any amount that would be needed, if the Company were to dissolve at the time of the distribution, to satisfy the preferential rights of other Members upon dissolution that are superior to the rights of the Members receiving the distribution.

6.6 Form of Distributions. Distributions may be in money or property or both, as determined by the Manager; provided that a Member may not be compelled to accept an asset in kind to the extent his share of the asset exceeds his Distributive Share.

7. Membership.

7.1 Admission of Members.

(a) A person may become a Member either by the issuance of a membership interest by the Company, or by the purchase or receipt of a membership interest from a Member, and in either case only upon the approval of the person's admission as a Member by the agreement of the Manager of the Company.

(b) In the event of the issuance of a membership interest, the Manager shall determine all of the terms and conditions of admission of the proposed new Member, including the capital contribution, if any, to be made by the new Member, and the new Member's Distributive Share. Upon the admission of the new Member, the other Members' Distributive Shares shall be reduced proportionately for the Distributive Share granted to the new Member.

(c) In the case of an assignee or transferee of a membership interest who is admitted as a Member, the new Member shall succeed to the capital account and Distributive Share of the assigning Member, to the extent assigned.

7.2 Voting. Except as otherwise required by the Act or otherwise provided in the Articles or elsewhere in this Agreement, Class A Members shall vote according to their Distributive Shares, and action by the Members shall be authorized upon their majority vote. Class B Members shall not have voting rights.

7.3 Meetings.

(a) Meetings of the Members are not required, but may be called and held as provided in this Agreement.

(b) Regular meetings of the Members may be held at times or according to a schedule determined by the Members.

(c) Special meetings of the Members may be called at any time by one or more Members representing at least ten percent of the voting power of the Members.

(d) The Company shall send written notice to each Member of the date, time, place and purposes of any special meeting at least five and no more than 60 days before the date of the meeting. No notice of a regular meeting shall be required.

(e) Meetings may be held by means of telephone conference call or similar communication equipment, provided all Members present at the meeting can communicate with each other.

(f) The Members present at a meeting shall appoint a chairperson to preside over the meeting. Unless someone else is appointed, the Member with the largest Distributive Share shall be the chairperson.

7.4 Transfer of Membership Interest. During the first 12 months, membership interests may not be sold or transferred. Subsequent to the first 12 months, membership interests may be transferred or sold by the Members, but any potential buyer or transferee is subject to the approval and agreement of the Manager. Such potential buyer or transferee shall be required to sign an Admission Agreement and agree to all of the representations therein.

7.5 Status of Transferee.

(a) Improper Transfer by a Member. Any transfer or attempt to transfer a membership interest by a Member in violation of this Agreement shall not be binding upon the Company or the other Members.

(b) Transferee's Status as Assignee. Any transfer or assignment of all or part of a Member's interest in the Company shall constitute only an assignment of such interest, regardless of whether the transferee is already a Member, unless the transferee is admitted as a substitute Member with respect to the interest transferred, as provided in Section 7.1.

(c) Definition of Transfer. A membership interest shall be deemed to have been transferred for purposes of this Agreement upon the occurrence of any of the following:

(i) A voluntary transfer by a Member;

(ii) For a Member who is not a natural person, any change of beneficial ownership of a Member constituting a change of control;

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(iii) A Member's voluntary filing of a bankruptcy petition or a petition under any state insolvency law;

(iv) The filing of a bankruptcy petition or a petition under any state insolvency law against a Member, which is not stayed to the reasonable satisfaction of the Company within ten days after such filing;

(v) An involuntary transfer, such as a levy, attachment or seizure by a creditor or secured party;

(vi) A transfer by court order, such as pursuant to a divorce proceeding; and

(vii) A transfer by operation of law, such as a transfer in connection with a merger or reorganization, or to a Member's heirs in the event of his death.

(d) Rights of Assignee. An assignee of a membership interest shall not be a Member of the Company for purposes of the Act, shall have no right to vote, to participate in the management or affairs of the Company, or to receive copies of books or records of or information about the Company. No fiduciary duty shall be owed an assignee by any Member, officer, employee or agent of the Company.

(e) Application of Agreement with Respect to Assigned Interest. For purposes of applying the terms and conditions of this Agreement:

(i) The Distributive Share held by an assignee shall be deemed to be outstanding for purposes of the allocation of profits, losses and tax attributes, and for purposes of distributions; and the assignee shall be allocated profit and loss, and shall be entitled to distributions, with respect to such Distributive Share; and

(ii) The Distributive Share held by an assignee shall be deemed not to be outstanding for purposes of determining the presence of a quorum or for purposes of voting.

7.6 Termination of Membership.

(a) Termination Events. A Member's membership shall terminate upon the first of the following to occur:

(i) For a Member who is a natural person, the Member's death;

(ii) The Member's bankruptcy;

(iii) For a Member that is a corporation, limited liability company or other entity, the Member's dissolution;

(iv) The transfer of the Member's entire membership interest in the Company;

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- (v) The withdrawal of the Member;
- (vi) The expulsion of the Member; or
- (vii) The dissolution of the Company.

(b) Distributions in the Event of Dissolution. Distributions to the Members in the event of the dissolution of the Company are discussed in Section 10.2.

(c) Distributions in the Event of Other Terminations. In the event of a termination of membership other than the dissolution of the Company, a Member shall be entitled to any and all distributions declared and payable, and any and all guaranteed payments, through the date of termination of his membership. In addition, the Member's successor or legal representative shall have one (1) year within which to sell or otherwise dispose of the membership interest, but he or she must first offer to sell the interest to the Company at a selling price to be determined by the Company based on the proportionate book value of the interest.

7.7 Withdrawal. A Member may withdraw from the Company upon written notice to the Company; however, the Member shall not be entitled to any payment from the Company for the withdrawing Member's membership interest.

7.8 Expulsion. A Member may be expelled from the Company only by the majority vote of the other Members. A Member shall have no right to vote on the issue of his expulsion.

8. Management.

8.1 Management by a Manager. The business and affairs of the Company shall be managed by a Manager. The authority of the Manager shall specifically include the authority to approve any transaction involving the Company in which a Manager has an interest, or the personal use of property of the Company by the Manager, provided that the transaction is fully disclosed to the Members.

The initial Manager is Michael Rivait.

8.2 Management Authority of Members.

(a) Decisions regarding the following matters are reserved to a vote of the Class A Members:

- (i) The merger of the Company with or into another limited liability company or other entity;
- (ii) The admission of new or substitute members;
- (iii) The amendment of the Articles; and

(iv) The voluntary dissolution of the Company by the Members.

(b) Except as otherwise provided in the Act, the Articles or this Agreement, action by the Members shall be authorized by a majority vote.

8.3 Agency Authority; Limits on Authority. Subject to the following limitations, or limitations contained in the Articles or elsewhere in this Agreement, the Manager has the authority to act on behalf of the Company in the ordinary course of its business.

9. Standard of Care; Liability; Indemnification.

9.1 Standard of Care. Every Member and Manager shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the best interest of the Company.

9.2 Liability. No Member or Manager shall be liable for monetary damages to the Company or any Member for any breach of duty to the Company except for receipt of a financial benefit to which he or she is not entitled, voting for or assenting to a distribution to Members in violation of this Agreement or the Act, or a knowing violation of the law.

9.3 Reimbursement. Members and Managers shall be entitled to reimbursement from the Company for all expenses reasonably incurred and paid for on behalf of the Company.

9.4 Limited Liability. Unless otherwise provided by law or expressly assumed, no Member or Manager shall be liable for the acts, debts or liabilities of the Company.

9.5 Indemnification.

(a) Subject to the limitations set forth in this Section, the Company shall indemnify each Member and Manager against any and all losses, expenses, claims, and demands sustained by him or her, which arise out of or are based upon his or her acts, omissions, or alleged acts or omissions in his or her capacity as a Member or Manager of the Company.

(b) To be entitled to indemnification under this Section, the Member or Manager must have acted:

(i) In good faith;

(ii) With the care an ordinarily prudent person in a similar position would exercise under similar circumstances;

(iii) In a manner that the person reasonably believed to be in the best interests of the Company; and

(iv) With respect to a criminal action or proceeding, without reasonable cause to believe that his or her conduct was unlawful.

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- (c) No Member or Manager shall be entitled to indemnification for:
- (i) The receipt of a financial benefit to which he or she is not entitled;
 - (ii) Voting for or assenting to a distribution to Members in violation of the Act or this Agreement; or
 - (iii) A knowing violation of law.

(d) Any indemnification permitted under this Section, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made by the Manager, excluding any Members or Managers who are parties or threatened to be made parties to the action, suit or proceeding.

10. Dissolution and Winding Up.

10.1 Dissolution. The Company shall dissolve and its affairs shall be wound up on the majority vote of the Members to dissolve the Company, or upon the occurrence of any other event which under the Articles or the Act causes the dissolution of the Company.

10.2 Winding Up. Upon dissolution, the Company shall cease carrying on its business and affairs, shall commence the winding up of its business and affairs, and shall complete the winding up as soon as practicable. Upon the winding up of the Company, the Company shall prepare and file all Michigan tax returns and shall pay all Michigan tax obligations. The remaining assets of the Company shall be distributed in the following order:

(a) To creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company debts, liabilities and obligations, in the following order:

- (i) First, to secured creditors, to the extent of their security;
- (ii) Next, to creditors to pay obligations with respect to which one or more of the Members have personally guaranteed or would otherwise have personal liability; and
- (iii) Next, to other creditors.

(b) To Members and former Members in satisfaction of liabilities for distributions;

(c) To Members with positive capital accounts, to the extent of their respective capital accounts, determined after giving effect to all contributions, distributions and allocations for all periods, and after a revaluation of the Company's assets and restatement of the Members' capital accounts under Section 4.7; and

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(d) To Members in proportion to their Distributive Shares, except that a distribution to a Member with a negative capital account shall be reduced by an amount equal to his negative capital account multiplied by the total of the Distributive Shares of all other Members, and such amount shall instead be distributed proportionately to the other Members.

Proceeds payable to Members shall be paid within six months after the date of dissolution.

11. Miscellaneous.

11.1 Voting Agreement.

(a) To the extent that any obligation under this Agreement is imposed upon the Company, the Members shall vote as necessary to cause the Company to fulfill the obligation.

(b) No Member shall have any voting rights with respect to any issue related to the sale, purchase or transfer of all or part of his membership interest.

11.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and any permitted assigns. This Agreement may not be assigned by any party without the written consent of all other parties.

11.3 Governing Law. This Agreement shall be governed by Michigan law.

11.4 Entire Agreement. This Agreement represents the entire Agreement of the parties and supersedes any and all prior or contemporaneous agreements concerning this subject matter, whether oral, written, express or implied.

11.5 Amendment. This Agreement may not be amended except upon the written agreement of the parties.

11.6 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining terms of this Agreement shall remain in effect.

11.7 Legal Representation. The parties acknowledge that the law firm of Berry Moorman P.C. has prepared this Agreement at the request of the Company, that each party has been told to have separate legal representation to review the Agreement, that each party has had all information necessary to make an informed decision with regard to this Agreement, and that any claims against the law firm of Berry Moorman, P.C. regarding any possible conflict of interest with regard to this Agreement or its preparation are waived.

COMPANY:
603 EDESEL FORD LLC

Date: 9/18/2017

Michael Rivait, Manager

Members' Signatures		
Member	Signature	Date
Michael Rivait	<i>Michael Rivait</i>	9/18/2017

Class B Member Name

Date

Class B Member Signature

Witness Name

Date

Witness Signature

SCHEDULE 1 Capital Contributions and Units		
Class A Members	Capital Contributions	Units
Michael Rivait	\$550,000	

Class B Members	Capital Contributions	Units

15% I.O. (interest only), return on Class B members investment

SCHEDULE 2
Initial Manager(s) of the Company
Michael Rivait